

Request for Proposal (RFP)
for
Selection of a Consultant for Project Management
Unit (PMU) for Bihar State Housing Board

Procuring authority: Bihar State Housing Board, Patna, Bihar

Issued on Date : 28-03-2026

DISCLAIMER

The information contained in this Request for Proposal (“RFP”) document or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the BSHB or any of their employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This “RFP” is not an agreement and is neither an offer nor invitation by the BSHB to the prospective Bidders or any other person. The purpose of this “RFP” is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this “RFP”. This “RFP” includes statements, which reflect various assumptions and assessments arrived at by the BSHB. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This “RFP” may not be appropriate for all persons, and it is not possible for the BSHB, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this “RFP”. The assumptions, assessments, statements and information contained in this “RFP”, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this “RFP” and obtain independent advice from appropriate sources.

Information provided in this “RFP” to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The BSHB accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The BSHB, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this “RFP” or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the “RFP” and any assessment, assumption, statement or information contained therein or deemed to form part of this “RFP” or arising in any way in this Selection Process.

The BSHB also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this “RFP”.

The BSHB 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”.

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SECTION - I: NOTICE INVITING TENDER (NIT)

“Selection of a Consultant for Project Management Unit (PMU) for Bihar State Housing Board”



BIHAR STATE HOUSING BOARD, PATNA, BIHAR

Phone: (0612) 2217617, 2217618

Email: Secretary.bshb-bih@gov.in

Website: <https://www.bshb.bihar.gov.in>

NIT No:-09/2025-26

Date:-...28/03/2026

1. BIHAR STATE HOUSING BOARD, PATNA, BIHAR, invites proposals from eligible firms to “Selection of a Consultant for Project Management Unit (PMU) for Bihar State Housing Board”.
2. Interested Consultancy Firms may download the complete Request for Proposals (RFP) Document, from website: <https://eproc2.bihar.gov.in> or <https://www.bshb.bihar.gov.in>

SN	PARTICULARS	DETAILS
1	Website for submission of proposal	www.eproc2.bihar.gov.in/
2	Mode of Submission	Online submission through eproc2 portal (www.eproc2.bihar.gov.in) and at the same time submission of Hard copies of Tender fee, Bid Security, payment proof, original copy of affidavit, declaration regarding Blacklisting and Power of Attorney as per RFP document at Bihar State Housing Board, Patna, Bihar office at Bihar State Housing Board, Patna, Bihar, 6, Sardar Patel Marg
3	Last date and time for Submission of Technical Proposal on www.eproc2.bihar.gov.in	04.05.2026 up to 3:00 PM
4	Date and time of Pre bid meeting	20.04.2026 by 11:30AM Bihar State Housing Board, Patna, Bihar 6, Sardar Patel Marg, Patna 800 015, Bihar INDIA
5	Last date and time for Submission of Hard Copies (Tender fee, payment proof, original copy of affidavit, Blacklisting and Power of Attorney as per RFP document)	04.05.2026 up to 03:30 PM Bihar State Housing Board, Patna, Bihar 6, Sardar Patel Marg Patna - 800015

6	Date and time of opening of Technical Bids	04.05.2026 at 04:00 PM
7	Date and time of opening of Financial Bids	Will be intimated later to successful bidders
8	Date and time of Presentation.	Will be intimated later to successful bidders
9	Method of Selection	QCBS (Quality and Cost Based Selection) method of evaluation

3. Agencies/ Firms may download the complete Request for Proposal (RFP) Document, from website: <https://eproc2.bihar.gov.in> or <https://www.bshb.bihar.gov.in>
4. For participating in e-RFP process, the applicant shall have to get them registered to get user ID Password and digital Signature. This will enable them to access the website- www.eproc2.bihar.gov.in and participate in e-tender. Those who are not registered in e-tendering systems, they may contact "e- procurement HELPDESK, Junction Services Limited, RJ Complex,2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S.- Shastri Nagar, Patna -800014" (Toll Free Number:18005726571, Email: eproc2support@bihar.gov.in) for registration.
5. The RFP can be postponed or cancelled at any time due to administrative reasons and no claim shall be entertained on this account.
6. Modifications/Amendments/Corrigendum, if any shall not be advertised in the newspaper but shall be published on the Bihar State Housing Board website and <https://eproc2.bihar.gov.in>.
7. All the uploaded documents shall have the signature of Consultants or their authorized signatories.
8. The scanned copies should be of the original papers and certificates.
9. No claim shall be entertained on account of disruption of internet service being used by Consultants.
10. Consultants are advised to upload their bids well in advance to avoid last minute technical stage.
11. The undersigned reserve the right to change the terms and conditions, select/reject any application without assigning any reason thereof.
12. The proposals must be accompanied with a non-refundable Tender fee of Rs. 10,000/- (Rupees Ten Thousand only) and Ernest money deposit of ₹10 Lakh (Rupees Ten Lakhs only) by the agency to submit in form of internet payment gateway (IPG) or BG in favour of „Bihar State Housing Board, Patna“ payable at Patna, Bank Details for BG: Bihar State Housing Board, Patna, Bank A/c No. 442920110000182, IFSC: BKID0004429
13. The evaluation shall be done based on uploaded documents only <https://eproc2.bihar.gov.in>.

Secretary
Bihar State Housing Board, Patna, Bihar

SECTION –II (PART A) INSTRUCTION TO BIDDERS

1. DEFINITIONS	<p>(a) "Assignment/ job" means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(b) "BSHB" means Bihar State Housing Board, Patna, Bihar</p> <p>(c) "Client" means The Secretary Bihar State Housing Board, Patna, Bihar</p> <p>(d) "Consultant" means any entity or person or associations of person that may provide or provides the Services to the Employer under the Contract.</p> <p>(e) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), and the Appendices.</p> <p>(f) "Data Sheet" means such part of the Instructions to Consultants used to clarify the relevant clause of Instructions to Consultant or to replace certain clause of the Instructions to Consultant specific to the assignment.</p> <p>(g) "Day" means calendar day.</p> <p>(h) "Employer or Client" means the Bihar State Housing Board, Patna, Bihar Govt. of Bihar who have invited the bids for PMU-BSHB which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.</p> <p>(i) "Government" means the Government of Bihar.</p> <p>(j) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their proposals.</p> <p>(k) "Joint Venture" means a Consultant which comprises two or more Partners each of whom will be jointly and severally liable to the Client for all the Consultant's obligations under the Contract.</p> <p>(l) "NIT" (Section 1 of the RFP) means the Notice Inviting Tender being sent by the Employer to the consultants.</p> <p>(m) "Partner" means any of the entities that make up the Joint Venture; and Partners means all those entities.</p> <p>(n) "Personnel" means professionals and support staff provided by the Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Domestic Personnel" means such professionals and support staff who at the time of being so provided had their domicile in India.</p> <p>(o) "Project specific information" means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.</p> <p>(p) "Proposal" means the Technical Proposal and the Financial Proposal.</p> <p>(q) "RFP" means the Request for Proposal prepared by the Employer for the selection of Consultants, based on the SRFP</p> <p>(r) "Services" means the work to be performed pursuant to the Contract.</p> <p>(s) "Standard Electronic Means" includes facsimile and email transmission</p> <p>(t) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be</p>
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	performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.
2. INTRODUCTION	Bihar State Housing board (BSHB) represents a statutory authority constituted by the Government of Bihar under the Bihar State Housing Board act,1982 and is mandated with the development of various housing schemes & related infrastructural facilities in the State.
3. JOINT VENTURE / CONSORTIUM	Joint Venture/Consortium are not allowed.
4. BID DOCUMENT	<p>(i) The E-tender (Bid-document) shall be downloaded from website https://eproc2.bihar.gov.in/ free of cost. Corrigendum, if any, would appear only on the above website and would not be published in any News Paper”.</p> <p>(ii) The bidder has to pay a sum of Rs 10,000/- (Rs. Ten Thousand only) + applicable GST through RTGS as Tender document fee which is payable while uploading the bid. The details of RTGS are given Below: Bank Account Name, Account details, IFSC Code: Please see point 12 under Section I „NOTICE INVITING TENDER (NIT)“</p> <p>(iii) The Bid Document (RFP) is not transferable to any other bidder.</p> <p>(iv) The intending bidder are advised to read the terms and conditions carefully. The bidder should only submit his tender if he considers himself eligible and he is in possession of all the original documents required.</p> <p>(v) Information and Instructions for bidder, available on Website(s) shall form part of Tender Document.</p> <p>(vi) The intending bidder must have valid digital signature to submit the E-tender.</p> <p>(vii) The Tender Document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder. But the E-tender should only be submitted after uploading the mandatory scanned copy of Bank Challan for money transfer by RTGS against EMD and cost of Bid- document & all other required documents as mentioned in this Bid- document.</p>
5. PRE-BID MEETING	<p>The bidders shall submit the pre-bid queries to Secretary.bshb-bih@gov.in on or before the date mentioned below.</p> <p>Date & Time of Pre-Bid Meeting:20/04/2026 by 11:00AM</p> <p>Venue: Bihar State Housing Board, Patna, Bihar, 6, Sardar Patel Marg, Patna-800015, Bihar</p> <p>Link to attend the pre-bid meeting virtually: to be shared on request through email: Secretary.bshb-bih@gov.in</p> <p>Bidders requiring specific points of clarification may communicate with Bihar State Housing Board before the date of pre-bid meeting using the</p> <p>TECH: FORM-5: Pre-bid queries format to the email id: Secretary.bshb-bih@gov.in</p>
6. BIDDER INQUIRIES	<p>(i) All requests for clarifications should be sent to Secretary.bshb-bih@gov.in preferably on Word format on or before the deadline for sending queries as mentioned in the ITB Clause 3 above. Pre-bid queries received after due date & time shall not be accepted under any circumstances.</p> <p>(ii) Telephone calls will not be accepted for clarifying the queries.</p>

	<p>(iii) BSHB will endeavour to provide a full, complete, accurate, and timely response to all questions. The responses to the queries from all bidders will be distributed to all.</p> <p>(iv) The bidder or its official representative will be invited to attend the pre-bid meeting.</p> <p>(v) The purpose of the meeting is to provide bidders with information regarding the RFP and the project requirements, and to provide each bidder with an opportunity to seek clarifications regarding all aspect of the RFP and the project.</p>
<p>7. AMENDMENT OF BID DOCUMENT</p>	<p>1) At any time before the deadline for submission of bids, Procuring Authority may, for any reason modify the RFP document by an amendment. All the amendments/corrigendum (if any) made in the Bid Document would be published on the e- tendering web-site as corrigendum. All such corrigendum/amendments shall be binding on bidder without any further act or deed on Bihar State Housing Board part.</p> <p>2) In the event of any amendment, BSHB reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidders reasonable time in which to take the amendment into account while preparing their bids</p> <p>3) The bidders are advised to regularly check the e-tendering web-site (https://eproc2.bihar.gov.in/) for updates.</p>
<p>8. CONFLICT OF INTEREST</p>	<p>1) The Consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the Procuring Authority / GoB under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment.</p> <p>2) Relationship with Employer's staff: Consultant (including their personnel and sub- Consultant) that have a business or family relationship with such member(s) of the Employer's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of: -</p> <ul style="list-style-type: none"> i) the preparation of the TOR of the contract, ii) the selection process for such contract, or iii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of Consultant's work. <p>The consultant has an obligation to disclose to the client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its client. Failure to disclose such situations may lead to the disqualification of the Agency or the termination of its Contract.</p>
<p>9. FRAUD AND CORRUPT PRACTICES</p>	<p>1) The Procuring Authority will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents or, vendors and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;</p> <p>2) For the purposes of this provision, the terms are set forth as follows:</p> <p>3) "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or</p>

	<p>indirectly, of anything of value to influence improperly the actions of another party;</p> <p>4) “Fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>5) “Collusive Practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p>6) “Coercive Practice” is impairing or harming, or threaten to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>“Obstructive Practices” is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to The Purchaser in order to materially impede an investigation into allegations of a corrupt, fraudulent, collusive or coercive practice; and or threaten, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.</p>		
10.ELIGIBILITY CRITERIA	Sl. No.	TECHNICAL ELIGIBILITY DOCUMENT	SUPPORTING DOCUMENTS
	1	<p>The bidder must be single legal entity i.e. Company, LLP, Partnership Firms, Proprietorship, etc. registered under their respective Acts. registered under any of:</p> <ul style="list-style-type: none"> - The Indian Companies Act (1956), - Limited Liability Partnership Act (2008), - The Partnership Act (1932), <p>or any other Act/Law and should have been in operation in India for at least 7 (seven) years with proof of registered office in India, Incorporation/Registration Certificate/ Commencement of Business. (Copy of registration certificate to be attached)</p>	Copy of Incorporation Certificate
	2.	The Bidder must enclose PAN card details. Must have valid registration for income tax and GST.	A copy of certificate to be attached
	3.	<p>Annual Turnover & Positive Net worth: The bidder should have a positive net worth and a minimum average annual turnover of INR 25 Crores in similar nature of work in the last three financial years prior to 31st March 2025 i.e. (2022-23, 2023-24, 2024-2025).</p> <p>For the avoidance of doubt, professional fees hereunder refer to fees received by the Bidder for providing PMU and other similar consultancy services to its clients;</p>	<p>Documents to be submitted: Audited Financial Statement and copy of ITR for the financial year, 2022-23, 2023-24, 2024-2025 Annual Turnover Certificate of similar nature of work and Net Worth Certificate from Chartered</p>

	Net worth of Bidder during last audited financial year - FY 2024-25 shall be positive.	Accountant with UDIN no.
4	<p>The Bidder shall have, over the past 07 (seven) years preceding the Proposal Due Date:</p> <p>A. Provided PMU or similar support for atleast 2 Govt. projects with minimum professional fee of not less than INR 01 Crore.</p> <p>(Copy of Work Order, Completion Certificate / Payment Certificate from the Client/Chartered Accountant shall be attached without which the experience of the referred project will not be considered for evaluation.)</p> <p>(Similar nature may be considered as Project management unit (PMU) / Project Support Unit (PSU) / Nodal Consultant etc.)</p>	<p>Documents to be submitted:</p> <p>Copy of Work Order, Completion Certificate / Payment Certificate from the Client, to be submitted in support of the claim and to be signed by the authorized signatory of the organization, without which the experience of the referred project will not be considered for evaluation.</p> <p>BSHB may choose to verify the claims of organization.</p>
5.	<p>Key Personnel (As per the list under 6. Key Personnel - Proposed Team for carrying out the assignment under Section VI: Terms of Reference)</p> <ol style="list-style-type: none"> 1. Team Leader cum PPP Expert 2. Urban Planner 3. Architect 4. Infrastructure Planner 5. Finance Expert 6. Legal Expert <p>(ii) Technical Team/Support Team</p> <ol style="list-style-type: none"> 1. Financial Analyst (1 Nos.) 2. Procurement Expert (1 Nos.) 3. Project Monitoring (1 Nos.) 	CVs of experts duly verified by Bidder's HR
6.	<p>Joint Venture and Consortium For details, please see ITB 3 and other relevant clause/s</p>	Not Allowed.
7.	<p>Bidders declared blacklisted by any State Government/Central Government/ PSU/ULB /DA/HB due to corrupt, fraudulent or any other unethical business practices as on date of bid submission shall not be eligible.</p>	Self-Attested Undertaking by the Bidder Company in Format -1

	(Format given in Section IV Bid forms)		
11. PREPARATION OF PROPOSAL	<p>Applicants are requested to submit their Proposal strictly in the formats provided in this RFP under Section IV Bidding Form. The BSHB will evaluate only those Proposals that are received in the specified forms and complete in all respects. In preparing their Proposal, Applicants are expected to thoroughly examine the RFP Document. Bid should be valid for the period mentioned in ITB clause 9.7 The Technical Proposal and Financial Proposal should provide the documents as prescribed in Section IV Bid Forms. No information related to financial proposal should be provided in the Prequalification / technical proposal.</p> <p>Failure to comply with the requirements spelt out above shall lead to disqualification. Further, in such a case, BSHB will be entitled to reject the Proposal. However, if any information related to financial proposal is included in the technical proposal the applicant shall be disqualified and his proposal will not be considered.</p> <p>The Proposals must be digitally signed by the Authorized Representative as detailed below:</p> <ol style="list-style-type: none"> 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 authorized person under resolution of the Board, in case of a Limited Company or a corporation; <p>In preparing their Proposal, Applicants are expected to thoroughly examine the RFP Document.</p>		
11.1. LANGUAGE OF THE PROPOSAL	<p>The proposal submitted by Bidder and all subsequent correspondence and documents/clarifications exchanged relating to the bid between Bidder and the Procuring Authority shall be written in English. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.</p>		
11.2. PREPARATION OF TECHNICAL PROPOSAL	<p>Technical proposals mean all the required technical information to be prepared in accordance with the Section VI: Terms of Reference and submitted only in the formats given under Section IV Bid forms. Any change in the prescribed format will be considered as major deviation and will be rejected for further evaluation.</p>		
11.3. ACQUAINTANCE OF LOCAL CONDITIONS	<p>Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the contract and /or the cost.</p> <p>The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of letter of Award as described in the bidding document.</p> <p>It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the proposal. No claim, what-so-ever, including that for financial adjustment to the contract awarded under the bidding document will be entertained by the BSHB. Neither any change in the time schedule of the contract nor any financial adjustments arising there-of shall be permitted by the BSHB on account of failure of the Bidder to know the local laws / conditions.</p>		

<p>11.4. COST OF BID PREPARATION & SUBMISSION</p>	<p>The bidder shall bear all costs associated with the preparation and submission of its bid and BSHB shall in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. All costs incurred in connection with participation in the bidding process, including, but not limited to, costs incurred in participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by Selection Committee to facilitate the evaluation process and in negotiating a definitive contract or all such activities related to the bid process will be borne by the bidder. This RFP does not commit BSHB to award a contract. Further, no reimbursable cost may be incurred in anticipation of award. Bidders shall furnish the required information on their technical and financial proposals in the prescribed formats only.</p>
<p>11.5. PROPOSAL FORMAT</p>	<p>The bidder is expected to examine all the instructions, guidelines, terms and conditions and formats in the Bid document. Failure to furnish all the necessary information as required by the Bid Document on submission of a proposal not substantially responsive to all the aspects of the BID Offer shall be at bidders' own risk and may be liable for rejection. The Formats of various pre-requisites are given in Section IV Bid Forms.</p> <p>The Bid Offers should be submitted containing the following three parts:</p> <ul style="list-style-type: none"> a) Part-A (Eligibility) shall contain the Eligibility Details (as mentioned in bid-document). b) Part-B (Technical Bid) shall contain the Technical Bid (as mentioned in bid-document). c) Part-C (Financial Bid) shall contain the Financial bid on the prescribed format given in Fin Forms quoting the price both in words and figures. In case of conflict between the figures and words the latter shall prevail.
<p>11.6. PREPARATION OF FINANCIAL PROPOSAL</p>	<p>Applicants are expected to take into account the various requirements and conditions stipulated in this RFP document.</p> <ul style="list-style-type: none"> a. The Financial Proposal should be a lump sum Proposal inclusive of all the costs including all taxes associated with the Assignment. b. 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, transportation, equipment, printing of documents, data collection, etc. c. 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 nonresponsive and liable to be rejected. d. The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance (if any) specified in the work order, levies and other impositions applicable under the prevailing law. For the avoidance of doubt, it is clarified that all taxes, shall be deemed to be included in the cost shown under different items of Financial Proposal. e. The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP. f. Applicants shall express the price of their services in Indian Rupees (INR) only.

11.7. BID VALIDITY	<p>The offer submitted by the Bidders should be valid for minimum period of 90 days from the date of opening of Bids. A proposal valid for shorter period shall be rejected as non-responsive.</p>
11.8. EXTENSION OF BID VALIDITY	<p>If need arise, the Procuring Authority before the expiration of the bid validity period, in writing may request all eligible Bidders to extend the Proposal's validity.</p> <p>The bid validity extension should be unconditional, no change in prices or substance of the bid shall be sought, offered, or permitted, any conditional extension would result in rejection of the proposal.</p> <p>The Bidder has the right to refuse to extend the validity of its Proposal. In such case the Proposal will not be evaluated further.</p>
11.9. CONTACTING PROCURING AUTHORITY DURING THE EVALUATION	<p>From the time of bid submission to awarding the contract, no Bidder shall contact the Procuring Authority on any matter relating to the submitted bid. Any effort by a Bidder to influence the Procuring Authority during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.</p>
11.10. BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)	<ol style="list-style-type: none"> I. Bidders shall submit, Bid Document Fee of Rs. 10,000 plus applicable GST. and EMD of Rs. 10 (Ten) Lakhs through RTGS. II. No interest shall be payable to the bidder on the amount of the EMD. III. Unsuccessful bidder's EMD shall be discharged/ returned within 30 days after the award of the contract to the selected bidder. IV. The EMD may be forfeited: <ol style="list-style-type: none"> a) If a bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any; or b) In the case of a successful bidder if the bidder fails to sign the contract for any reason not attributable to the BSHB or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the BID. c) During the bid process or even after execution of agreement or till the completion of this assignment, if any information is found wrong / manipulated / hidden in the bid, the decision of BSHB regarding forfeiture of the EMD and rejection of bid or termination of contract, shall be final & shall not be called upon question under any circumstances. <p>BSHB will be entitled to invoke the Earnest Money Deposit in regard to the RFP without prejudice to BSHB's any other right or remedy under the following conditions:</p> <ol style="list-style-type: none"> (iii) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP (including the Standard Form of work order); (iv) If any Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time, (v) In the case of the Selected Applicant, if the Selected Applicant fails to accept the work order or provide the Performance Security of specified

	<p>amount within the specified time limit, or</p> <p>(vi) If the Applicant commits any breach of terms of this RFP or is found to have made a false representation to BSHB.</p> <p>(vii) If the Applicant commits any act which can or which causes any loss to BSHB.</p>
12. BID SUBMISSION	The Proposal shall be submitted through e-procurement portal (The procedure for filing of e-tender is provided on the portal. The applicants are advised to familiarize themselves with the process in advance to avoid any inconvenience at a later stage. Files uploaded on the portal should have file name in accordance to following format [form_name.applicant_name]. Applicant name should contain only first two words of its name. Only Bids/ proposals submitted On-line on eproc portal shall be opened. No proposal shall be accepted after the closing time for submission of Proposals.
12.1. POWER OF ATTORNEY	<p>The letter of authorization must be confirmed by a written power of attorney accompanying the proposals (as per the format given in GEN: FORM- 2: Format for Power of Attorney)</p> <p>A certified copy of the Power of Attorney on a stamp paper of Rs. 100 and duly notarized shall accompany the proposal original should be produced subsequently for verification and return.</p>
12.2. SIGNING OF BID	The Bid Document shall be signed by a person or persons duly authorized (through power of attorney for Signing of Application) to bind the Bidder to the Contract. The person or persons signing the Bid Document shall initial all pages of the Bid Document, including places where entries or amendments have been made.
12.3. MODE OF SUBMISSION	The Technical & Financial both the Bids shall be submitted through e-portal only i.e. https://eproc2.bihar.gov.in/
12.4. UPLOADING OF PROPOSAL / BID	<ol style="list-style-type: none"> Bid Offer can be submitted from the specified date as published in “Notice inviting tender” in E-tendering web-site i.e. https://eproc2.bihar.gov.in/ The bidders are required to upload self-attested scanned copies of all the documents mentioned in the bid-document. (for easy reference to the bidder’s detail list of documents is given in Section IV Compliance Sheet) The bidders shall upload all documents in PDF format. The bidders are required to quote strictly as per terms and conditions, specifications, standards given in the Bid documents and not to stipulate any deviations. After submission of the tender, the bidders can re-submit revised tender any number of times before last time and date of submission of tender as notified. If the Bidder is not found eligible after opening of tenders due to any reason, his tender shall become invalid, and the cost of Bid-document shall not be refunded.
12.5. ALTERNATIVE	Only one official proposal/bid will be accepted from one organization. Alternative Bids will not be considered.

BIDS	
12.6. WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS	Bidders may withdraw, substitute, or modify its bid only before final submission. Once it has been submitted online and offline, no modifications are allowed whatsoever. In case of withdrawal, the Tender Fee and EMD as bid security will be forfeited.
12.7. PAYMENT OF BID PRICE AND BID SECURITY	As described in clause 2 of this section.
12.8. LATE BIDS	Bid Offers received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained.
13. BID OPENING AND EVALUATION	BSHB will constitute a Tender Evaluation Committee to evaluate the responses of the bidders.
13.1. PRIMARY EVALUATION	<p>The preliminary scrutiny of the bid documents will be made by the Selection committee on the basis of the parameters mentioned in the ITB Clause 8 above. Incomplete details as given below will be treated as non-responsive. If Proposals:</p> <ol style="list-style-type: none"> i) Are not submitted in as specified in the Tender document. ii) Received without the Letter of Authorization (Power of Attorney). iii) Are found with suppression of details iv) With incomplete information, subjective, conditional offers and partial offers submitted v) Submitted without the documents requested in the compliance sheet vi) Have non-compliance of any of the clauses stipulated in the Tender vii) If the required documents are incomplete, not signed properly and numbered viii) If the required bid document Fee and EMD has not been furnished. ix) Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal. x) Bidder is required to qualify in all parameters mentioned in the bid document. Bids not conforming to such preliminary requirements will be prima facie rejected and termed as “Not Eligible” xi) The shortlisted qualified bidder at this stage shall be termed as “Eligible bidder”.
13.2. TECHNO-COMMERCIAL EVALUATION CRITERIA	<p>A detailed evaluation of the bids shall be carried out in order to determine whether the bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the Tender Document. Bids received would be evaluated based on the parameters defined in the table below.</p> <p>All supporting document submitted in support of Eligibility and Technical Evaluation matrix should comply the following: -</p> <ol style="list-style-type: none"> a) Soft copies of supporting documents to be submitted on online portal however BSHB may request for hard copies in quality print as and when required. b) Supporting document should clearly indicate value of the completed

	<p>project and scope of work/ services should be clearly highlighted.</p> <p>c) Completion certificate should clearly indicate the value and duration of the project.</p> <p>d) In case of Bidder is having Non-Disclosure Agreement (NDA) with their client no such experience will be counted (if agreement copy not submitted).</p> <p>e) Incomplete order copy submitted by the bidder will not be considered for evaluation.</p> <p>f) In case of projects where order for recurring /Extension and subsequent order has been placed on the Bidder only the mentioned order value will be considered for evaluation.</p> <p>g) Proposal Presentations: Each bidder will make a presentation before Selection committee at a date, time and venue decided by the Selection committee. The bidders shall present their proposed solutions to the Selection committee on parameters as prescribed in this document.</p> <p>h) The bidders are required to present the proposed approach & methodology along with the Project information submitted under qualification and experience, the key experts details etc. as specified in the “Criteria for Technical Evaluation” of this document.</p> <p>i) Methodology of technical bid evaluation:</p> <ul style="list-style-type: none"> - Each Technical Bid will be assigned a technical score out of a maximum of 100 points. - Only the bidders, who score a total Technical score of 70 (Seventy) or more, will qualify for the evaluation of their financial bid. Such bidders shall be termed as “Technically Qualified bidder”. - The technical scores of the bidders will be announced prior to the opening of the financial bids. - Bidders failing to comply any of the above the Bid will be summarily rejected. <p>The Bidders are required to submit all documents in support of the evaluation criteria in the table 2 below.</p> <p>The weightage for Financial Proposal and Technical Proposal has been given 20% and 80% respectively.</p> <p>The Financial Proposals shall be given scores as follows: $Pf = 100 \times Fm/F$ Where: Pf is Financial Score, Fm is the Lowest Bid Price, F is the price of the proposal under consideration</p> <p>The Composite Score from Technical Proposal and Financial Proposal shall be computed as follows: Composite Score = $(Pf \times 0.2) + (Pt \times 0.8)$, Where: Pt is the Technical Score of the proposal under consideration The agency getting highest composite marks would be declared Successful.</p>
13.3. EVALUATION	table # 2

CRITERIA	SN	Evaluationcriteria– Firm Credential- 45 Marks
	1.	<p>Should have completed a PMU / PMC / Nodal Consultant assignment, for Government client in India, involving review/ preparation of DPR/ feasibility report/ preliminary project report/ transaction advisory for Infrastructure project combined project value of at least INR 6000 Crore in last 7 years as per the following:</p> <p>Minimum 1 Projects – 5 Marks More than 1 Projects – 10 Marks</p>
	2.	<p>Should have completed programme/ project management assignment, for Government client in India, for overall coordination and consulting from clients’ office and involving activities such as review/ preparation of detailed project reports, preparation of project revenue models, transaction advisory and/or overall monitoring and evaluation of project implementation, contract management in infrastructure sector (roads, commercial, mass urban transport projects) in last 7 years, with assignment fee value of at least INR 10 Crore and assignment duration of more than 3 years.</p> <p>Minimum Fee of 10 Cr – 10 Marks 1 Mark for additional one crore of Fee maximum 5 marks.</p>
	3.	<p>Should have Experience as a Transaction advisor/Asset Monetization in Infrastructure projects in last 7 years for any govt client.</p> <p>Minimum 5 Projects – 5 Marks 1 mark for each additional project maximum up to 5 marks</p>
	4.	<p>Should have Experience as consultant (completed/ongoing for atleast one year) for providing consultancy services for Market assessment, Financial analysis, Advertisement, marketing and sales services of minimum built up area 25 lakh sq.ft. for township project (Commercial/Residential).5 Marks</p>
	5.	<p>Should have Experience as a consultant for raising funds for any govt department at least INR 2000 Crore in last 7 years. - 5 Marks</p>
	6.	<p>Technical Presentation (To be submitted at the time of presentation) – 25 Marks</p> <ul style="list-style-type: none"> • Case Study on successfully completed PMU / PMC Nodal Consultant assignment – 10 Marks • Understanding of Business & Scope of work – 5 Marks • Approach and Methodology – 5 Marks • Work Plan – 5 Marks
	<p>Key Personnel - Proposed Team for carrying out the assignment – 30 Marks</p> <p>Key Personnel</p> <p>There should be a minimum team committed to help on the project</p>	

SL No	Role	Educational Requirement	Nos	Experience
1	Team Leader cum PPP Expert(Maximum 10 Marks)	MBA Finance/PGDBM in finance or equivalent degree	1	<ul style="list-style-type: none"> • MBA in Finance/PGDBM in Finance or Equivalent degree recognized by AICTE/UGC • Minimum 15 years of professional experience in Infrastructure development • Experience in Minimum 2 Projects of Urban Infrastructure or Similar Project in India. One mark for each additional project maximum 4 marks. • Experience as a Team leader in any Govt PMU/PSO/NODAL Consultant projects have similar scope for review of DPR, Transaction advisory etc.- 3 mark • Experience as Team Leader in drafting Model contract/concession agreements/Policy for Infrastructure sector for any Govt. department. - 3 mark
2.	Finance Expert(Maximum 5 Marks)	MBA/PGDM (Finance) or Project Management from reputed institute	1	<ul style="list-style-type: none"> • Post-Graduation in Finance or equivalent / MBA /PGDM Finance • Minimum 10 years of professional experience in Infrastructure development • Experience in Preparation of financial model, tender documents for Minimum 2 Projects of Infrastructure or Similar Project in India. One mark for each additional project maximum 3 marks. • Experience in Projects related to land development min 2 projects.- 2 Marks.
3.	Legal Expert(Maximum 4)	LL.B./LLM	1	<ul style="list-style-type: none"> • Bachelor in Law • Minimum 10 years of professional experience in

		Marks)			<p>Infrastructure development</p> <ul style="list-style-type: none"> • Experience as a Legal expert in Minimum 2 Projects of Urban Infrastructure or Similar Project in India. One mark for each additional project maximum 2 marks. • Experience vetting of tender documents for different sectors as a Legal expert -2 Marks (Min-2 sector).
4.	Urban Planner(Maximum 3 Marks)	Bachelors in B.Arch/B.Tech (Civil) or similar	1	<ul style="list-style-type: none"> • Bachelors in B.Arch/ B.Tech (Civil) or similar • Minimum 10 years of professional experience in Infrastructure development • Experience in Minimum 2 Projects of Infrastructure or Similar Project in India. One mark for each additional project maximum 3 marks. 	
5	Architect(Maximum 3 Marks)	B. Arch & Registered Architects with Council of Architecture (COA)	1	<ul style="list-style-type: none"> • Bachelors in B.Arch/ B.Tech (Civil) or similar • Minimum 7 years of professional experience in Infrastructure development • Experience in Minimum 2 Projects of Infrastructure or Similar Project in India. 3 marks. 	
6	Infrastructure Planner (Maximum 5 Marks)	MBA Finance/ PGDBM in finance /M.Tech / M.Plan in Infrastructure from Recognized University.	1	<ul style="list-style-type: none"> • Post-Graduation in Finance or equivalent / MBA / M. Tech (Civil) • Minimum 10 years of professional experience in Infrastructure development • Experience in Minimum 2 Projects of Urban Infrastructure or Similar Project in India. One mark for each additional project maximum 3 marks. • Experience as a sector expert in urban Infrastructure/transportati 	

				on project having the project value more than Rs 5000 Cr.- 2 Marks.
<u>Technical team/Support Team</u>				
1	Financial Analyst	At least 5 Years	1	Post-Graduation in Finance or equivalent / MBA / CA/ CFA
2	Procurement Expert	At least 5 Years	1	Post-Graduation in Finance or equivalent / MBA / CA/ CFA
3	Project Monitoring	At least 5 Years	1	Bachelor's in engineering (Civil) or equivalent / MBA / CA/ CFA
13.4. DEVIATIONS INFIRMITY/ IRREGULARITY/ NON-CONFORMITY/ DEVIATIONS - SUBSTANTIVE OR MINOR	<p>A deviation/ reservation/ omission from the requirements of the Tender document shall be considered as a substantive deviation as per the following norms,</p> <p>a) which affects in any substantive way the scope, quality, or performance standards of the Services;</p> <p>b) which limits in any substantive way, inconsistent with the Tender Document, the Procuring Authority's rights or the Bidder's obligations under the contract; or</p> <p>c) Whose rectification would unfairly affect the competitive position of other Bidders presenting substantively responsive Bids.</p> <p>The rest shall be considered as Minor deviation (if any). The decision of the Procuring Authority shall be final in this regard. Bids with substantive deviations shall be rejected as nonresponsive. Variations and deviations and other offered benefits (Techno-commercial or Financial) above the scope/ quantum of Services stipulated in the Tender Document shall not influence evaluation Bids. If the bid is otherwise successful, such benefits shall be availed by the Procuring Authority, and these would become part of the contract.</p> <p>The Procuring Authority reserves the right to accept or reject bids with any minor deviations. Wherever necessary; the Procuring Authority shall convey its observation, on such „minor“ issues to Bidder by registered/ speed post/ electronically etc. asking Bidder to respond by a specified date. If Bidder does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that bid shall be liable to be rejected as nonresponsive.</p>			
13.5. CLARIFICATIONS	<p>During the evaluation of Techno commercial or Financial Bids, the Procuring Authority may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid by a specified date. Bidder should answer the clarification within that specified date (or, if not specified, 7 days from the date of receipt of such request). The request for clarification shall be submitted as requested by the Procuring Authority. No change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder. Any clarification submitted by a Bidder regarding its Bid that is not in response to a request by the Purchasing Authority shall not be considered.</p> <p>2) If discrepancies exist between the uploaded scanned copies and the Originals submitted by the bidder in physical form, the original copy's text, etc., shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Integrity, and the bid shall be liable to be rejected as nonresponsive in addition</p>			

	<p>to other punitive actions under the Tender Document for violation of the Code of Conduct.</p> <p>3) The Procuring Authority reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the Bid Opening, and which have not undergone change since then and does not grant any undue advantage to any bidder.</p> <p>The Tender Evaluation Committee may seek clarifications from the bidders on their proposals. Such communication will be sent to the email provided by the bidder in the bidder information table only. Information provided through any other email, which is not mentioned in the Bidders information table, and/or any other information voluntarily provided by the bidder without tender evaluation committee asking for it will not be considered for evaluation</p>
13.6. VERIFICATION OF DOCUMENTATION	The Procuring entity/authority may verify the documents submitted by the bidder under eligibility and technical qualification criteria including any certification, project experience etc.
13.7. RESPONSIVENESS OF THE PROPOSALS	<p>Proposals achieved 70 technical scores out of maximum possible 100 will be declared as responsive proposals and will be considered for the Financial Bid opening.</p> <p>Proposals achieved technical scores below 70 will be declared non-responsive and will be rejected for further consideration.</p>
13.8. OPENING OF FINANCIAL BIDS	The Financial bids of only technically successful Bidder(s) whose bids have been awarded 70 or more marks in aggregate by the Committee will be opened.
13.9. CORRECTION OF ERRORS	<p>The evaluation will be carried out whether financial bids are complete and computationally correct.</p> <p>Activities and items described in the Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no correction/s will be allowed in the Financial Proposal.</p> <p>The Procuring authority's evaluation committee will correct computational or arithmetical errors only. In case of discrepancy between</p> <ul style="list-style-type: none"> (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail.
13.10. PRICE REASONABILITY	<p>The Bidder shall ensure that the prices quoted are reasonable and competitive. The prices shall be determined based on the costs of materials, labour, services, and other relevant factors.</p> <p>The Bid Evaluation Committee will evaluate the price reasonability based on the various parameters, such as:</p> <ul style="list-style-type: none"> - Comparison with market rates and industry benchmarks - Comparison with recent historical prices for similar services - Overall competitiveness of the bid <p>The Bid evaluation committee may request the Bidder to provide additional information or justification for the prices quoted.</p>
13.11. ABNORMALLY	<p>A bid may be considered abnormally low or high if:</p> <ul style="list-style-type: none"> - The bid price is significantly lower or higher than the estimated price or the

LOW OR HIGH BID PRICE	<p>market rates.</p> <ul style="list-style-type: none"> - The bid price is not supported by a detailed breakdown of costs or other relevant information - The Bid Evaluation Committee in detail shall determine whether the price is reasonable and sustainable.
13.12. AWARD CRITERIA	<p>The bidder with the highest Final score (FS) after applying the scoring formula as stated under ITB Clause 13.2 will be selected as the successful bidder and will be called for agreement. In case of tie, the firm with superior technical score (TS) would be called for agreement.</p> <p>The Selection committee reserves the right to negotiate.</p>
13.13. NEGOTIATIONS	<p>The Consultant who is invited for contract negotiations will, as a pre-requisite for attendance at the negotiations, confirm availability of all experts named in its proposal except in the cases of absence on account of death or medical incapacity. Failure in satisfying such requirements may result in the Client proceeding to initiate the negotiation process with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude the Contract.</p>
13.14. NOTIFICATION OF AWARD	<p>Upon closure of the negotiation procedure and mutual agreement on all technical and financial aspects of the assignment, a notification of award will be issued to the successful bidder in form of an LoA by the Procuring Authority.</p>
13.15. SIGNING OF AGREEMENT	<p>On award of the consultancy, the Consultant should be required to enter into an agreement with Client as per the Terms and Reference.</p> <p>Upon submission of the Performance Security Bank Guarantee by the successful bidder within stipulated time period as notified in the LoA, and after verifying of the PSBG by the client the Agreement will be signed by the official signing authorities of both the parties.</p>
14. PROCURING AUTHORITY'S RIGHTS	<p>The issue of the RFP Document does not imply that the Procuring Authority is bound to select bid(s), and it reserves the right without assigning any reason to reject any or all of the Bids, or cancel the RFP process; or retender the RFP process</p>
14.1. DUE DILIGENCE/ VERIFICATION OF ORIGINAL DOCUMENT (IF APPLICABLE)	<p>The procurement Authority/Entity reserves the right to conduct due diligence and verify the authenticity and accuracy of the documents submitted by the Bidder, including but not limited to:</p> <ul style="list-style-type: none"> - Certificates and diplomas - Experience certificates and references - Financial statements and tax returns - Any other documents relevant to the bid
14.2. PSBG PERFORMANCE SECURITY BANK GUARANTEE	<p>5% of the Contract value within 7 days from the issuance of LoA the successful bidder will submit the Performance Security Bank Guarantee (PSBG) in the format given in FINANCIAL FORM - 6, to the procurement authority. The Procurement authority shall verify the document before signing of the contract.</p>
14.3. RETURN OF BID SECURITY	<p>After signing of the contract, the bid securities/EMDs will be returned to all bidders.</p>

Section II (Part B): Bid Data Sheet

Sl. No.	Particulars	Details
1	Name of the Authority	Bihar State Housing Board, Patna, Bihar
2	Method of Selection	QCBS method of evaluation (80:20)
3	Proposal Validity	90 Days from the last date of bid submission
4	Date of Issue of RFP	<u>28/03/2026</u>
5	Bid Price	Rs 10,000/- (Rs. Ten Thousand only) + applicable GST through RTGS
6	Deadline for Submission of Pre-Proposal Queries	<u>24/04/2026</u> by 17:00 Hrs. by email at Secretary.bshb-bih@gov.in
7	Pre-proposal meeting	<u>20/04/2026</u> at 11:00 Hrs. at Bihar State Housing Board, Patna, Bihar, 6, Sardar Patel Marg, Patna-800015, Bihar
8	Last date and time for Submission of proposal (online) on www.eproc2.bihar.gov.in	<u>22/04/2026 up to 05:00 PM</u>
9	Date, time and place for submission of physical copy of the proposal	<u>24/04/2026 up to 04:00 PM</u>
10	Earnest Money Deposit (EMD)	Bid Security of INR 10 (Ten) Lakhs submit in form of internet payment gateway (IPG) or BG in favour of „Bihar State Housing Board, Patna“ payable at Patna, Bank Details for BG: Bihar State Housing Board, Patna, Bank A/c No. 442920110000182, IFSC: BKID0004429
11	Opening of Proposal:	Online opening at e-portal by bid opening committee constituted by Bihar State Housing Board, Patna, Bihar
12	Site Visit	Bidders are advised to submit their respective Proposals only after considering the terms and scope of work mentioned in the ToR and validating project information.
13	Date of opening of Technical Proposal	<u>04/05/2026</u> at 03:30 PM
14	Date of opening of Financial Proposal	To be informed to technical qualified bidders
15	Performance security Bank Guarantee (PSBG)	5% of the Contract value
16	Contact Person	Chief Engineer, Bihar State Housing Board, Patna, Bihar, 6, Sardar Patel Marg, Patna-800015, Bihar Email:Secretary.bshb-bih@gov.in

SECTION – III CONDITIONS OF CONTRACT

1.	GENERAL PROVISIONS	
1.1.	Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) "Applicable Law" means the laws and any other instruments having the force of law in India.</p> <p>(b) "Client" / "Employer" means Bihar State Housing Board, Patna, Bihar</p> <p>(c) "Contract" means the Contract signed by the Parties, to which these Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;</p> <p>(d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;</p> <p>(f) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;</p> <p>(g) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;</p> <p>(i) "Services" means the work to be performed by the Consultants pursuant to this Contract as described; and</p> <p>(j) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.</p>
1.2	Law Governing the Contract	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Law of contract, supplemented by the conditions states under this section to this contract.
1.3	Language	This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.4	Notices	Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail or facsimile to such Party at the address specified in the Contract.
1.5	Location	The Services shall be performed at such locations as are specified in RFP and, where the location of a particular task is not so specified, at such locations, whether in the state of Bihar or elsewhere, as the Procuring Authority may approve.
1.6	Authorized Representatives	<p>Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in this RFP.</p> <p>Authorized Representative of: On Behalf of the Bihar State Housing Board, Patna, Bihar Name: _____ Designation _____</p>

		Address: Bihar State Housing Board, Patna, Bihar, 6, Sardar Patel Marg, Patna-800015, Bihar INDIA Phone No _____ Email ID _____ On Behalf of the Consultant: Name _____ Designation _____ Address _____ _____ Phone No _____ Email ID _____
1.7.	Taxes and Duties	The Consultants, Sub-consultants and their Personnel shall pay taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.
2.	COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	
2.1.	Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both Parties.
2.2.1	Commencement of Services	The Consultants shall begin carrying out the Services after the date the Contract becomes effective
2.2.2	Duration of services	The duration of the Contract shall be 36 (thirty-six) months from the date of signing of the Contract. The Contract may be extended for a further period of up to 24 (twenty-four) months, subject to satisfactory performance of the Consultant during the Contract period and at the mutually agreed terms. An annual escalation of 5% (five percent) each year on the monthly retainer fee shall be applicable.
2.3.	Expiration of Contract	Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate with completion of the consultancy in terms of conditions of this agreement to the full satisfaction of the Client
2.4.	Modification	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.
2.5	Force Majeure	
2.5.1	Definition	For the purpose of this contract "Force Majeure" means any event or circumstance or combination of events or circumstances beyond the reasonable control of either Party including: i) Acts of God and nature including <ul style="list-style-type: none"> • typhoon, flood, earthquake, fire, drought, landslide, unusually severe weather condition or other natural disaster; and • plague or epidemic or quarantine conditions arising there from; ii) Air crash, shipwreck, train wrecks or failures or delays of transportation; iii) Strikes, lock-outs, work-to-rule actions, go-slows or similar labour difficulties other than Governmental Force Majeure that in any way have an effect on the project;
2.5.2	No Breach of	The failure of a Party to fulfil any of its obligations under the contract shall not

	Contract	be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
2.5.3	Extension of Time	Any period within which a Party shall, pursuant to this Contract, 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.
2.5.4	Payments	During the period of their inability to perform the Services as a result of an event of Force Majeure, no additional payment will be given however a time extension in the project may be given.
2.6	Termination	
2.6.1	By the Client	<p>The Client may terminate this Contract, by not less than thirty (30) days“ written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.6.1 and sixty (60) days“ in the case of the event referred to in (e):</p> <p>(a) if the Consultants do not perform their obligations under this Contract, within thirty (30) days of receipt after being notified</p> <p>(b) if the Consultants become insolvent or bankrupt;</p> <p>(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or</p> <p>(d) if the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract</p> <p>For the purpose of this clause:</p> <p>“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.</p> <p>“Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract.</p> <p>(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract, no claim shall be entertained on this account.</p>
2.6.2	By the Consultants	<p>The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2:</p> <p>(a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or</p> <p>(b) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p>
2.6.3	Payment upon Termination	<p>Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultants:</p> <p>(a) Remuneration pursuant to Services satisfactorily performed prior to the</p>

		<p>effective date of termination;</p> <p>(b) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.</p>
2.6.4	Failure and Termination	In case of delay in the conduct of Consultancy services within the time fixed or in the event of repudiation of the contract, the Client reserves the right to recover damage for Breach of contract.
3.	OBLIGATIONS OF THE CONSULTANTS	
3.1.1	General	The Consultants shall perform the Services and carry out their 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 methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.
3.1.2	Time is of Essence	Time shall be of the essence as regards the performance by the Agency of its obligations under this Contract
3.2	Conflict of Interest	
3.2.1	Consultants Not to Benefit from Commissions, Discounts, etc.	The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them, similarly shall not receive any such additional remuneration.
3.2.2	Consultants and Affiliates not to be Otherwise Interested in Project	The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
3.2.3	Prohibition of Conflicting Activities	<p>Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:</p> <p>(a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; or</p> <p>(b) after the termination of this Contract, such other activities as may be specified in the Conditions of Contract.</p>
3.3	Confidentiality	The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.
3.4	Consultants' Actions Requiring	The Consultants shall obtain the Client's prior approval in writing before taking any action, say entering into a subcontract for the performance of any part of the Services,

	Client's Prior Approval	("Key Personnel and Sub-consultants"), and any other action that may be specified in the Conditions of Contract.
3.5	Documents Prepared by the Consultants to be the Property of the Client	<p>All plans, drawings, specifications, designs, reports, surveys and other documents and software submitted by the Consultants shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof.</p> <p>The Consultants may retain a copy of such documents and software subject to obtaining written approval from the client. Restrictions about the future use of these documents, if any, shall be specified by the Client.</p>
4.	CONSULTANTS' PERSONNEL	
4.1	Description of Personnel	The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in RFP.
4.2	Removal and/or Replacement of Personnel	<p>a. No changes shall be made in the Key Personnel. In case it becomes incumbent to change any one of key personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications with approval of the Client.</p> <p>b. If the Client finds that any of the Personnel have</p> <p>i. committed serious misconduct or has been charged with having committed a criminal action, or</p> <p>ii. have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds thereof, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.</p> <p>a. The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>
5.	OBLIGATIONS OF THE PROCURING AUTHORITY	
5.1	Assistance and Exemptions	The Client shall use its best efforts to ensure that the Government shall provide the Consultants such assistance and data as specified in the Conditions of Contract.
5.2	Changes in the Applicable Law	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of services rendered by the Consultants, the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly and corresponding adjustments shall be made to the ceiling amounts referred to in Clause 6.2.
6.	PAYMENTS TO THE CONSULTANTS	
6.1	Contract Price	<p>The Contract price is INR <i>[to be entered before signing of the contract]</i> including applicable taxes & GST</p> <p>The Contract price breakdown is provided in Clause 6.2, and the total payments under this Contract shall not exceed this Contract price.</p> <p>Any change to the Contract price specified above can be only made if the Parties have agreed to the revised Scope of Services and/or Timeline of the contract under clause 2.4 and have amended the Terms of Reference in</p>

		Appendix A in writing
6.2	Payments	<p>The Selected Agency shall submit monthly invoices to BSHB for processing and payment, along with a Monthly Progress Report in the format as prescribed by BSHB. The payment would be made within 15 days after invoice receipt. A price escalation of five percent (5%) per annum shall be applicable on the agreed rates/contract value.</p> <p>All payments shall be released subject to satisfactory performance and acceptance of the Monthly Progress Report by BSHB / Competent Authority.</p>
6.3	Additional Manpower	<p>If, during the Assignment, the Client requires deployment of additional manpower, including but not limited to Structural Expert, Quantity Surveyor, Real Estate Expert, Environmental Expert, Legal Support, Financial Analyst, or any other professional/support staff, the same shall be provided by the Consultant subject to prior written approval of the Client.</p> <p>The remuneration for such additional manpower shall be aligned with the rates quoted in the Financial Proposal for personnel of comparable qualification, experience, and role. In case no comparable category exists, the rates shall be mutually agreed, consistent with the overall rate structure of the Contract.</p> <p>No additional manpower shall be deployed or paid for without prior written approval of the Client</p>
6.4	Payment for Additional Services	For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4.
6.5	Terms and Conditions of Payment	Payments will be made to the account of the Consultants and according to the payment schedule stated in the Clause 6.2 Deliverables and linked Payments under Section III Conditions of Contract. Payments shall be made in accordance with the conditions listed in the Payment Schedule on approval of invoice based on the satisfactorily achieved deliverables by the Consultants.
7.	SETTLEMENT OF DISPUTES	
7.1.	Amicable Settlement	The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
7.2.	Dispute Settlement	In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute / differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 30 days from the date of receipt of written notice, the matter will be referred to BSHB, who will take decision within 60 days after such reference. If the dispute is still not resolved the matter will be referred for Arbitration.
7.3.	Arbitration	<p>In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of The Arbitration and Conciliation (Amendment) Act, 2021.</p> <p>The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by BSHB and other appointed by Agency and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of The</p>

		<p>Arbitration and Conciliation (Amendment) Act, 2021. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Patna and following are agreed.</p> <p>The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.</p> <p>The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel).</p> <p>When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.</p>
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Section – IV Bid Forms

General Forms

GEN FORM - 1	Format for Letter of Application (Bidder)
GEN FORM - 2	Format for Power of Attorney for Signing of Application
GEN FORM - 3	Format for Details of Applicant
GEN FORM - 4	General Profile
GEN FORM - 5	Format for Affidavit Certifying that Entity is not Blacklisted/ Debarred
GEN FORM - 6	Declaration regarding any Conflict of Interest and Anti-Collusion Certificate
GEN FORM - 7	Pre-bid queries" format

Technical Forms

TECH FORM – 1 (A)	Supporting format for Project Experience of the Applicant
TECH FORM – 1 (B)	Format for Project Experience of the Applicant
TECH FORM – 2	Comments And Suggestions on Terms of Reference
TECH FORM – 3(A)	Format for Financial Capability of the Applicant
TECH FORM – 3(B)	Positive Net worth of the Applicant
TECH FORM - 4	Understanding of Scope with Approach and Methodology (A & M)
TECH FORM - 5	Format for HR Certification of the Technical Manpower Organisational Strength (staff strength in numbers)
TECH FORM - 6	Format for sharing details of the Resources/Personnel to be deployed
TECH FORM - 7	Format of Curriculum Vitae (CV) for Manpower (Key Personnel only)

Financial Forms

FIN FORM - 1	Letter of Financial Bid
FIN FORM - 2	Financial Bid FINANCIAL BID COVER
FIN FORM – 3 (A)	Financial Bid Format (Component 1)–Establishment of ABC Centre)
FIN FORM – 3 (B)	Financial Bid Format – Cost of Construction of ABC Centre
FIN FORM – 3 (C)	Financial Bid Format (Component 2) - Breakdown of the rates (per Dog)
FIN FORM - 4	Performance Security Bank Guarantee
FIN FORM - 5	Bid Security Form (Bank Guarantee)

The Technical proposal should comprise of the following basic requirements. The documents mentioned in this **Compliance Sheet** along with this form, needs to be a part of the Technical proposal.

Compliance Sheet

#	Specific Requirements	Documents Required	Compliance	Ref. & Page No. in the submitted bid
1.	Proposal Covering Letter	GEN: FORM - 1	Yes/No	
2.	Bid Document Fee	Submitted online. The proof of paymentsubmitted in hard copy	Yes/No	
3.	Power of Attorney	GEN: FORM – 2 Copy of Power of Attorney in the name of the Authorized signatory	Yes/No	
4.	General Profile	GEN: FORM - 4	Yes/No	
5.	Earnest Money Deposit	FINANCIAL FORM 7 Original copies to be submitted physically	Yes/No	
6.	Legal Entity	GEN: FORM - 3 (including supporting documents indicated)	Yes/No	
7.	Blacklisting declaration	GEN FORM - 5	Yes/No	
8	Anti-Collusion Certificate	GEN: FORM - 6		
9	Financial Capability	FINANCIAL FORM - 2 + Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor	Yes/No	
10	Positive net worth	FINANCIAL FORM – 3 and Certificate from the statutory auditor/Company Secretary	Yes/No	
11	Project Experience	TECH: FORM - 1 & 2 and Completion Certificates from the Client/ Work Order + Self Certificate of Completion (Certified by the Statutory Auditor/Company Secretary)	Yes/No	
12	Approach and Methodology to perform the work in this assignment	TECH: FORM – 3, should highlight the Approach and Methodology for the proposed assignment. A copy of the technical presentation to be attached	Yes/No	
13	HR Certification of the Technical Manpower Organisational Strength (staff strength in numbers)	TECH FORM - 4	Yes/No	
14	Resume of all key technical resources proposed for the assignment (Project Management Team Resumes)	TECH FORM – 6 & TECH FORM - 7	Yes/No	

GEN: FORM - 1: Format for Letter of Application (Bidder)

[On the Letter head of the Applicant]

Date:

To,
Secretary
Bihar State Housing Board, Patna, Bihar,
6, Sardar Patel Marg
Patna-800015, Bihar

Ref: Selection of a Consultant for Project Management Unit (PMU) for Bihar State Housing Board

Dear Sir,

Being duly authorised to represent and act on behalf of..... (Hereinafter referred to as “the Applicant”)and having gone through and fully understood all of the eligibility and qualification requirements and information provided, the undersigned hereby apply for Shortlisting for the captioned assignment.

We, the undersigned, having examined the RFP (including any Corrigendum, Addendum issued), the receipt of which is hereby duly acknowledged, offer to comply with the requirements as stated in the RFP and abide by its Terms and Conditions.

Further, we confirm that the information contained in this response/ proposal or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to BSHB, is true, accurate, verifiable and complete.

We are enclosing our Application for Qualification in one (1) original, with the details as per the requirements of the RFP Document, for your evaluation. We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be disqualified from the selection process or termination of the contract during the project, if selected.

We confirm that our application is **valid for a period of 90 (ninety)** days from(last day of bid submission)It is submitted:

1. We have examined and have no reservations to the Bidding Documents, including Corrigendum/Addenda (if applicable) issued in accordance with Instructions to Bidders (ITB Clause 5);

2. We meet the eligibility requirements and have no conflict of interest in accordance with ITB Clause 8;
3. We have not been suspended nor declared ineligible by the <Employer> based on execution of a Bid Securing Declaration in the <Employer>'s country in accordance with ITB
4. We offer to execute in conformity with the Bidding Documents the following services as per Section VI (term of reference);
5. Our bid shall be valid for a period of 90 (ninety) calendar days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents.
7. We are not participating, as a Bidder or as a sub-Agency, in more than one bid in this bidding process in accordance with ITB clause 10.5
8. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
9. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Yours sincerely,

Name of the Agency: _____

Name and Signature of the Agency Representative:

Address:

GEN: FORM- 2: Format for Power of Attorney for Signing of Application

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

Power of Attorney

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorise Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our application for “Selection of a Consultant for Project Management Unit (PMU) for Bihar State Housing Board” including signing and submission of all documents and providing information / responses to Bihar State Housing Board, Patna, Bihar, representing us in all matters before BSHB, and generally dealing with BSHB in all matters in connection with our bid for the said Assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For _____

(Signature)

(Name, Title and Address)

Accepted... (Signature)

(Name, Title and Address of the Attorney)

Note:

- *To be executed by the Applicant.*
- *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.*
- *In case the Application is signed by an authorised Director of the Applicant, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

governments in India.

GEN FORM 3: Format for Details of Applicant

The details of Applicant: every Applicant will submit individual details) are as follows:

Sl. No.	Parameters	Details
a.	Name of applicant with full address	
b.	Tel. No.	
c.	Fax No.	
d.	Email	
e.	Year of Incorporation.	
f.	Name and address of the person holding the Power of Attorney.	
g.	Place of Business. Date of Registration.	
h.	Name of Bankers with full address	
i.	Regional presence (Direct office)	:
j.	GST Registration Number (copy).	:
k.	Are you presently debarred / Blacklisted by any Government Department /Public Sector Undertaking /Any Employer? (If Yes, please furnished details)	:
l.	Name and details (Tel / Mobile / Email) of contact persons	:

GEN: FORM - 4: General Profile

Provide here a brief description of the background and organisation of your company (include Organisational Chart). The applicant registered under Companies Act can be a Public Ltd./Pvt Ltd. and must be an Indian Resident/Indian Firm/Indian Company

Firm /Agency Profile Proposed Team Profile

GEN FORM- 5: Format for Affidavit Certifying that Entity is not Blacklisted/ Debarred

(On a Stamp-paper of relevant value)- by the Bidder Affidavit

I/We M/s. (Applicant), [the name and address of the registered office] hereby certify and confirm that we or any of our promoter/s / director/s are not blacklisted by any State Government or Central Government / State Government/PSU in India from participating in Consultancy Project/s, either individually entity on _____.

We further confirm that we are aware that as per the RFP No. _____, our Application for the captioned Assignment would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of the RFP, any stage of the Shortlisting Process or thereafter during the shortlisting period.

Dated this Day of, 2026

Name of the Applicant:

..... Signature of the Authorised Person

..... Name of the Authorised Person

**GEN FORM- 6: Declaration regarding any Conflict of Interest and Anti-Collusion
Certificate**

[Certificate should be provided by bidder on its letterhead]

We hereby certify and confirm that in the preparation and submission of our Bid for Request for Proposal (RFP) “Selection of a Consultant for Project Management Unit (PMU) for Bihar State Housing Board”. *against the RFPNo:<No>Dated <DD/MM/YYYY>* is issued by Authority, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti- competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organisation in connection with the bid.

(Signature of the Lead Member)

Printed Name and Designation

Seal

Date:

Place:

Business Address:

TECH FORM- 1 (A): Supporting format for Project Experience of the Applicant

Sl. No.	Name of firm	Name & location of project	Name of Client	Start Date – End Date	Project Fees (INR Lakh)	Details of the project (Completed/Ongoing)	Details of Documentary Proof attached
1.							
2.							
3.							
4.							
5.							

TECH FORM -1 (B): Format for Project Experience of the Applicant

Assignment name:	Value of the contract (in INR):
Country:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	
Start date (month/year):	
Completion date (month/year):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Note: use separate sheet for each eligible project

Certified that the above information is correct to the best of our knowledge and no relevant information is concealed. If at any time during or after the Selection, it is proved that the information furnished by us is wrong, BSHB reserves the right to take necessary action against our firm as per applicable Laws/Rules of the land.

Signature of Authorized Representative of the Firm Date

Place

Name _____

Designation Tel No.

Mobile No. E Mail ID

Seal/Stamp of the Firm

TECH FORM - 2: COMMENTS AND SUGGESTIONS ON TERMS OF REFERENCE

A - On the Terms of Reference

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Bid.]

B - On Inputs and Facilities to be provided by the employer

[Comment here on Inputs and facilities to be provided by the Client according to Paragraph 6 of the Part II Special information to Contractor/Service Providers including: administrative support, office space, Domestic transportation, equipment, data, etc.]

TECH FORM 3A: Format for Financial Capability of the Applicant

(Equivalent in Rs. crores)

<i>Applicant*</i>	<i>Average Annual Turnover from similar services</i>			
	<i>FY 2022-23</i>	<i>FY 2023-24</i>	<i>FY 2024-25</i>	<i>Average</i>
<i>Applicant</i>				

Certificate from the Statutory Auditor/ Chartered Accountant

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

Name of the Audit firm:

Seal of the Audit firm

UDIN:-

Date:

(Signature, name and designation of the authorised signatory)

The Applicant should provide the Financial Capability based on its own financial statements. Financial Capability of the Applicant's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Applicant.

** Any Applicant should fill in details as per the row titled Applicant and ignore the row below.*

*** The certificate must have UDIN issued by The Institute of Chartered Accountants of India (ICAI).*

TECH FORM 3B: Net worth of the Applicant

(Equivalent in Rs. crores)

<i>Applicant*</i>	<i>Net worth of the Applicant</i>				
	<i>FY 2022-23</i>	<i>FY 2023-24</i>	<i>FY 2024-25</i>	<i>Total</i>	<i>Average</i>

Certificate from the Statutory Auditor/ Chartered Accountant

This is to certify that (name of the Applicant) has a net worth shown above against the respective years on account of the firm. Name of the audit firm:

Seal of the audit firm

UDIN:-

Date:

(Signature, name and designation of the authorised signatory)

**** The certificate must have UDIN issued by The Institute of Chartered Accountants of India (ICAI).**

TECH FORM- 4: Understanding of Scope with Approach and Methodology (A & M)

[Maximum of 15 pages including charts and diagrams]

a. Agency's understanding of the ToR

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference of the assignment.

{ Suggested structure of your Technical Bid:

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing }

a) Technical Approach and Methodology. {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here. }

b) Work Plan. {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. }

c) Organization and Staffing. {Please describe the structure and composition of your team }

TECH FORM- 5 Format for HR Certification of the Technical Manpower Organisational Strength
(staff strength in numbers)

Criteria	Staff Strength in numbers	Certification
Total Staff Strength of Organisation		Certified by HR head of the Applicant
Total Technical Staff related to Assignment working in the organization as on bid submission date in the organisation (...)		Certified by HR head of the Applicant

Certified that the above information is correct to the best of our knowledge and no relevant information is concealed. If at any time during or after the Selection, it is proved that the information furnished by us is wrong, PROCURING AUTHORITY, Bihar reserves the right to take necessary action against our firm as per applicable Laws/Rules of the land.

Signature of HR Head of the Firm

Date

Place

Name _____ Designation:

Tel No.

Mobile No.

E Mail ID.

Counter Signature of Authorised Representative of the Firm

TECH FORM- 6: Format for sharing details of the Key Experts

Sl. No	Name of the resource	Proposed Role	Highest Degree	Assignment Related Certifications	Relevant Experience related to Project (In Yrs)	Please mention [nos.] relevant projects handled	Total Experience (In Years)
1.		Team Leader cum PPP Expert					
2.		Urban Planner					
3.		Architect					
4.		Infrastructure Planner					
5.		Finance Expert					
6.		Legal Expert					

TECH FORM- 7: Format of Curriculum Vitae (CV) for Manpower (Key Personnel)

Sl. No.																		
1.	Name																	
2.	Current Designation in the organization																	
3.	Proposed Role in the Project																	
4.	Proposed Responsibilities in the Project																	
5.	Date of Birth																	
6.	Education																	
7.	Summary of Key Training and relevant Certifications																	
8.	Language Proficiency																	
9.	Employment Record	<table border="1"> <tr><td>From/To:</td><td></td></tr> <tr><td>Employer:</td><td></td></tr> <tr><td>Position Held:</td><td></td></tr> <tr><td>From/To:</td><td></td></tr> <tr><td>Employer:</td><td></td></tr> <tr><td>PositionHeld:</td><td></td></tr> <tr><td>From/To:</td><td></td></tr> <tr><td>Employer:</td><td></td></tr> </table>	From/To:		Employer:		Position Held:		From/To:		Employer:		PositionHeld:		From/To:		Employer:	
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10.	Total No. of Years of Work Experience	<table border="1"> <thead> <tr> <th>Skill set</th> <th>Years of Experience</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> </tbody> </table>	Skill set	Years of Experience														
Skill set	Years of Experience																	
11.	Experience in relevant domain and skill set as per requirement mentioned in TOR																	
12.	Total No. of Years of relevant experience for the proposed Role (as per the requirement mentioned in TOR & ITB)																	

13.	<p>Highlights of relevant projects/assignments handled and significant accomplishments that Best Illustrates Capability to Handle the Proposed Role (Use following format for each project)</p> <p>Name of assignment or project: Client Name:</p> <p>Year & Location:</p> <p>Position Held:</p> <p>Main project features (1-2 lines Max.): Activities performed:</p>
-----	---

FINANCIAL FORMS

FINANCIAL FORM 1: Letter of Financial proposal

(The bidder must accomplish the Letter of Financial Proposal on its letterhead clearly showing the bidder's complete name and address.)

To,
Secretary
Bihar State Housing Board, Patna, Bihar,
6, Sardar Patel Marg
Patna-800015, Bihar

Dear Sir,

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
- (b) We offer to execute in conformity with the Bidding Documents and the Technical Proposal submitted for the Work "Selection of a Consultant for Project Management Unit (PMU) for Bihar State Housing Board"
- (c) We do hereby undertake, that, in the event of acceptance of our bid, the Services shall be provided as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.
- (d) We enclose herewith the complete Price Bid as required by you in FINANCIAL FORM-5
- (e) Our Bid shall be valid for a period of 90 (ninety) days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (f) If our Bid is accepted, we commit to obtain performance security in accordance with the Bidding Documents.
- (g) We understand that this bid, together with your written acceptance thereof included in your

notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name

In the capacity of

Signed

Date-.....

FINANCIAL FORM 2: FINANCIAL PROPOSAL COVER

(AMOUNT IN INR)

Location, Date

To,

Secretary
Bihar State Housing Board, Patna, Bihar,
6, Sardar Patel Marg
Patna-800015, Bihar

Dear Sir:

We, the undersigned, offer to provide services for “Project Management Unit (PMU) for Bihar State Housing Board, Patna - Bihar” in accordance with your Request for Proposal dated _____ and our Technical Proposal.

Our attached Financial Proposal is for the amount of INR ----- (Rupees-----
-----) and is inclusive of all taxes, duties, levies as may be applicable.

Our Financial Proposal shall be binding upon us until the expiration of the validity period of the Proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

FINANCIAL FORM 3: Financial Proposal Format (amounts in INR)

PRICE BID SCHEDULE

NAME OF Assignment: - “Selection of a Consultant for Project Management Unit (PMU) for Bihar State Housing Board”

Name of Bidder:

A. FINANCIAL BID AMOUNT (IN INR) ANNUALLY

Particulars	Amount
Total Financial Bid Amount (in Figures)	
Total Financial Bid Amount (in Words)	

Note: The above quote shall be exclusive of applicable GST

B. DECLARATION

1. We confirm that this Financial Proposal is unconditional and without any deviations.
2. We agree that the above quoted rates and total bid amount shall remain valid and binding as per the validity period stated in the RFP.

Signature of the Bidder Date:

Place:

Company Seal

Important Note:

1. For The price reasonability purpose, the Proposal Evaluation Team may ask the bidder to provide detail break down of the quoted price.
2. Payments to be made after approvals of the deliverables by BSHB.

FINANCIAL FORM – 3 (A): Breakdown of Remuneration Cost

(For Key & non-key Experts)

(amounts in INR) Annually

Sl. No.	Key Personnel	Nos	Total Person Months input	Rate per Month	Rate For 12 months
1	Team Leader cum PPP Expert	1	12		
2	Finance Expert	1	12		
3	Legal Expert	1	12		
4	Urban Planner	1	12		
5	Architect	1	12		
6	Infrastructure Planner	1	12		
7	Financial Analyst	1	12		
8	Procurement Expert	1	12		
9	Project Monitoring Expert	1	12		
	Total				

Total Remuneration = _____ (Amount in Words)

Note:

- 1. The Bidder shall quote the Consultancy Fee for 1 (First) year only, the fees for year 2nd (Second) and year 3rd (Third) shall be derived automatically by applying an annual escalation of 5 % (five percent) on the immediately.*
- 2. The price quoted is exclusive of all taxes including GST.*
- 3. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.*

FINANCIAL FORM 3 (B): OTHER EXPENSES

Any other expenses

Reimbursable

	Particular	Amount (in Rs.)
	Total	

FINANCIAL FORM 4: Performance Bank Guarantee

[On Appropriate Stamp Paper]

Ref: _____

Bank Guarantee No. __ Date _____

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas, [*<<name of the supplier and address>>*] (hereinafter called "the Agency has undertaken, in pursuance of contract no. [*<<Insert Contract No.>>*] dated. [*<<Date>>*] to provide "Selection of a Consultant for Project Management Unit (PMU) for Bihar State Housing Board"

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognised bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, [*<<Name of Bank>>*] a banking company incorporated and having its head/registered office at [*<<Address of Registered Office>>*] and having one of its offices at [*<<Address of Local Office>>*] have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Indian Rupees [*<<Insert Value>>*] (Rupees [*<<Insert Value in Words>>*] only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Indian Rupees [*<<Insert Value>>*] (Rupees [*<<Insert Value in Words>>*] only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Master system Integrator shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until [<<Insert Date>>] notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Indian Rupees [<<Insert Value>>] (Rupees [<<Insert Value in Words>>] only).
- II. This bank guarantee shall be valid up to [<<Insert Expiry Date>>]
- III. It is a condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before [<<Insert Expiry Date>>] failing which our liability under the guarantee shall automatically cease.

Date _____

Place _____

Signature _____

Witness _____

Printed name _____

(Bank's

common

seal)

FINANCIAL FORM 5: Bid Security Form (Bank Guarantee)

(Bank's Name, and Address of Issuing Branch or Office) Beneficiary: _____
_____ (name and address of Employer) Date: _____
_____ Bid Security No.: _____

Whereas M/s _____ (insert the name of the Consultant)
(hereinafter called the "Consultant") has submitted its technical & financial proposals for the RFP,
"Selection of a Consultant for Project Management Unit (PMU) for Bihar State Housing
Board" (hereinafter called the "Proposal") dated _____ against the Employer's Notice
Inviting Tenders (NIT) Notice Inviting Request for Proposals _____ (Insert NIT/NIP/IFB number as per
publication in newspaper or website).

Furthermore, we understand that, according to your conditions, proposals must be supported by a
Bid Security. At the request of the Consultant, we _____ (insert name of the bank)
hereby irrevocably undertake to pay you any sum or sums not exceeding in total amount of _____
_____ (insert bid security amount in figures) _____
_____ (amount in words) upon receipt by us of your first demand in writing accompanied by a written
statement stating that the Consultant is in breach of its obligation(s) under the RFP conditions, because
the Consultant has withdrawn its Proposal during the period of Proposal validity specified by the
Consultant in the Technical Proposal Form; or

- (a) Does not accept the correction of errors in accordance with the Instructions to
Consultants/Bidders (hereinafter "the ITC" / "the ITB") of the RFP Document; or
- (b) Having been notified of the acceptance of its Proposal by the Employer during the period of proposal
validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish
the Performance Security, in accordance with the ITC/ITB.

This guarantee will expire: (a) if the Consultant is the successful Consultant, upon our receipt of
copies of the Contract Agreement signed by the Consultant and the performance security issued to you
upon the Instruction of the Consultant; and (b) if the Consultant is not the successful Consultant, upon
the earlier of

- (i) our receipt of a copy your notification to the Consultant of the name of the successful Consultant;
- or (ii) forty-five days after the expiration of the Consultant's proposal.

Consequently, any demand for payment under this guarantee must be received by us at the office on or
before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

_____ Bank's seal and authorized signature(s) _____

SECTION V CONTRACT FORMAT

Standard Contract

THIS CONTRACT for the “Consultant for Project Management Unit (PMU) for Bihar State Housing Board” (hereinafter called the “Contract”) is entered into [number] day of the month of [month], [year], between Bihar State Housing Board, Patna, Bihar(hereinafter called the “Employer”) and M/s [name of Consultant] (hereinafter called the “Consultant”), a company, and having its registered office at [insert Consultant’s address]; Telephone: _____, Email: _____

WHEREAS

the „Employer“ has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”) described in Terms of Reference and Scope of Services of the RFP as part of the implementation of the Project;

(b) the Consultant, having represented to the „Employer“ that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

(c) THE PARTIES hereby agree as follows:

3. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - i. The Contract Agreement
 - ii. The Letter of Bid with supporting documents
 - iii. The addenda Nos if any)
 - iv. The Conditions of Contract;
 - v. Terms of Reference
 - vi. RFP document
 - vii. Price Bid
4. The mutual rights and obligations of the <Employer> and the Bidder shall be as set forth in the Contract, in particular:
 - a. the Bidder shall carry out the [_____] in accordance with the provisions of the Contract; and
 - b. the<Employer> shall make payments to the Bidder in accordance with the provisions of the Contract.

5. The Bidder /Consultant shall perform the Services during the period commencing [insert start date] and ending on [insert completion date] or any other period as may be subsequently agreed by the parties in writing.
6. The <Employer> designates Shri..... as <Employer>'s Project Head; the Project Head shall be responsible for the coordination of the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the <Employer>.

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

For and on behalf of
Bihar State Housing Board, Patna, Bihar

For and on behalf of
[Name of Consultant]

[Authorized Representative of the
BSHB– name, title and signature]

[Authorized Representative of the
Consultant – name and signature]

Signed by

Signed by

Title

Title:

SECTION VI: TERMS OF REFERENCE

A. Terms of Reference

1. Background

Bihar State Housing board (BSHB) represents a statutory authority constituted by the Government of Bihar under the Bihar State Housing Board act,1982 and is mandated with the development of various housing schemes & related infrastructural facilities in the State.

2. Mission:

- Development of Housing & Urban Infrastructure to increase liveability of the city. Ensure environmental **development** in the urban Diaspora.
- Ensure adherence to Planning & Building regulations.
- Create land bank for effective Urban Development.
- Ensure slum Redevelopment. Provision of affordable Housing.
- To undertake housing projects in the state to make affordable housing for public and the state govt. use/ purpose
- To implement Affordable housing policy for the state of Bihar

3. Objective of the Assignment

A Project Management Unit is envisioned to support, monitor and manage all as defined activities in the ToR but not limited to for BSHB. Since this will involve wide spectrum of activities covering different projects,BSHB intends to appoint a team comprising of technical and management expertise personnels forming a Project Management Support Group.

4. Scope of Work

Project Monitoring Unit (PMU) for Bihar State Housing Board (BSHB)

The selected Consultant shall act as the **Project Monitoring Unit (PMU)** and provide comprehensive **technical, procurement, financial, project management, and institutional advisory support** to the Bihar State Housing Board (BSHB) for planning, procurement, financing, implementation, and monitoring of housing and urban development projects undertaken by BSHB.

The Consultant shall assist BSHB in ensuring that projects are structured and implemented in a **Transparent, Efficient, Financially Viable, and Technically sound manner**, while adhering to applicable government policies, procurement guidelines, and statutory requirements.

The scope of services shall include, but not be limited to, the following components.

1. Project Conceptualization and Strategic Planning

The Consultant shall support BSHB in identifying, conceptualizing, and structuring housing

and urban development projects across the State.

The Consultant shall assist BSHB in:

- Identification and prioritization of potential housing and urban development projects.
- Preparation of project concept notes and strategic development plans.
- Assessment of development potential of available land parcels and urban growth corridors.
- Identification of suitable project delivery models such as **EPC, PPP, Joint Development, or Hybrid models**.
- Advising on optimal project structuring considering land utilization, infrastructure requirements, and market demand.
- Conducting preliminary assessments including land availability, connectivity, infrastructure support, and regulatory requirements.
- Supporting BSHB in coordination with Urban Local Bodies (ULBs), State Departments, and other agencies for project planning.

The Consultant shall also assist BSHB in aligning projects with **State housing policies, affordable housing programs, and national schemes where applicable**.

2. Procurement Planning and Bid Process Management

The Consultant shall provide end-to-end advisory support to BSHB for structuring and implementing procurement processes required for project execution.

The Consultant shall be responsible for:

- Preparation of project-wise procurement strategies and procurement plans.
- Structuring procurement packages and defining contract packaging strategies.
- Preparation of bidding documents including **Notice Inviting Tender (NIT), Expression of Interest (EOI), Request for Qualification (RFQ), Request for Proposal (RFP), and draft agreements**.
- Preparation of project information memoranda and bid data sheets.
- Defining qualification criteria, technical evaluation parameters, and financial evaluation methodology.
- Supporting publication of tenders and marketing of projects to potential bidders and investors.
- Conducting pre-bid meetings and issuing clarifications.
- Preparation of addenda and corrigenda where required.
- Assistance in bid opening procedures.
- Evaluation of technical and financial proposals in accordance with the RFP provisions.
- Preparation of bid evaluation reports and recommendations for award.
- Assistance to BSHB in negotiations with selected bidders where required.
- Finalization of contract documents and assistance in execution of agreements.

The Consultant shall ensure that all procurement processes are conducted in accordance with **applicable Government procurement regulations and principles of transparency, fairness, and competitiveness**.

3. Review and Monitoring of DPR Consultants

Where DPR consultants are appointed by BSHB, the Consultant shall review and monitor the DPR preparation process to ensure quality, technical soundness, and compliance with approved

Terms of Reference.

The Consultant shall:

- Monitor DPR preparation progress against approved timelines.
- Facilitate coordination between BSHB and DPR consultants.
- Review surveys, investigations, and baseline studies conducted by DPR consultants.
- Examine architectural planning concepts, layouts, and infrastructure planning proposals.
- Review engineering designs and technical specifications.
- Review cost estimates, project budgets, and implementation schedules.
- Verify compliance with statutory, environmental, and regulatory requirements.
- Provide technical comments and recommendations to BSHB on improvements required in the DPR.

The Consultant shall ensure that the DPR is **complete, technically sound, and suitable for procurement and implementation.**

4. Project Implementation Planning and Monitoring

The Consultant shall assist BSHB in monitoring the implementation of projects to ensure adherence to timelines, quality standards, and contractual obligations.

The Consultant shall:

- Develop project implementation frameworks and milestone tracking systems.
- Monitor progress of projects against approved schedules.
- Review progress reports submitted by contractors, supervision consultants, and other agencies.
- Track physical and financial progress of projects.
- Identify delays, risks, and bottlenecks in implementation.
- Recommend corrective measures and mitigation strategies.
- Facilitate coordination between contractors, consultants, and government agencies.
- Provide regular progress updates and performance reports to BSHB.

5. Contract Management and Administration

The Consultant shall provide comprehensive contract management support for projects undertaken by BSHB.

Contract Administration

The Consultant shall:

- Review contract documents prior to execution.
- Assist in issuance of Letters of Award (LoA), Notices to Proceed (NTP), and other contractual communications.
- Establish standardized contract administration systems and documentation processes.
- Maintain centralized contract documentation and records.

Monitoring of Contractual Compliance

The Consultant shall:

- Monitor contractor performance against contractual milestones.
- Ensure compliance with technical specifications and quality requirements.
- Verify validity of performance securities, insurances, and guarantees.

- Monitor compliance with environmental, social, health, and safety requirements.

Financial and Payment Management

The Consultant shall:

- Scrutinize interim payment certificates and contractor invoices.
- Review variation orders and change requests.
- Monitor project expenditures against approved budgets.
- Track financial progress in relation to physical progress.

Claims and Dispute Management

The Consultant shall:

- Evaluate contractor claims including extension of time (EoT) and compensation events.
- Provide advisory support on interpretation of contractual provisions.
- Assist BSHB in dispute avoidance and dispute resolution processes.

6. Financial Structuring and Fund Raising

The Consultant shall assist BSHB in mobilizing financial resources for implementation of housing and urban infrastructure projects.

The Consultant shall provide support in:

- Identification of potential funding sources including State Government support, financial institutions, multilateral agencies, housing finance institutions, infrastructure funds, and capital markets.
- Preparation of project financial models and investment frameworks.
- Structuring of financing mechanisms including PPP structures, viability gap funding (VGF), annuity models, joint development models, and blended finance structures.
- Preparation of financial information memoranda and investment briefs.
- Engagement with financial institutions, lenders, and investors.
- Assistance to BSHB in loan structuring, negotiations, and financial closure processes.
- Identification of innovative financing mechanisms including land monetization, asset recycling, and infrastructure investment structures.

The Consultant shall assist BSHB in developing a **sustainable financing strategy** to support long-term housing development programs.

7. Risk Management and Project Reporting

The Consultant shall assist BSHB in identifying, assessing, and mitigating project risks.

The Consultant shall:

- Develop and maintain a project risk register.
- Identify technical, financial, contractual, and regulatory risks.
- Recommend mitigation strategies and risk management measures.
- Provide periodic risk assessment reports.
- Submit monthly, quarterly, and project-specific monitoring reports to BSHB.

8. Policy Advisory and Institutional Strengthening

The Consultant shall provide policy and institutional advisory support to BSHB.

The Consultant shall assist in:

- Formulation and revision of housing policies and affordable housing frameworks.
- Development of standard operating procedures and procurement guidelines.
- Preparation of standard bidding documents and contract templates.
- Advisory support for adoption of innovative project delivery mechanisms including **PPP projects**.
- Strengthening institutional capacity within BSHB for project planning, procurement, and monitoring.

9. Stakeholder Coordination and Facilitation

The Consultant shall facilitate coordination among various stakeholders involved in project planning and implementation.

The Consultant shall support BSHB in coordinating with:

- State Government departments
- Urban Local Bodies
- Regulatory authorities
- Consultants and contractors
- Financial institutions and investors

The Consultant shall assist in organizing stakeholder consultations, coordination meetings, and review workshops.

10. Development of Integrated Project Monitoring Dashboard

The Consultant shall design, develop, and operationalize a centralized **digital Project Monitoring Dashboard** for monitoring all projects undertaken by BSHB.

The system shall include:

- Project portfolio overview
- Physical progress monitoring
- Financial progress tracking
- Contract management alerts
- Risk and issue tracking
- Automated reporting and analytics

The Consultant shall ensure **data security, role-based access control, system integration capability, and periodic system maintenance**.

The Consultant shall also conduct **training and capacity building programs** for BSHB officials to ensure effective use of the dashboard

5. Office Space:

A dedicated Office space will be provided within the BSHB office building to the PMU team along with office infrastructure including a telephone, printer, fax a desktop computer.

As per the requirement ascertained, a project vehicle may also be allocated to the PMU, for official use only, upon due approval from the competent authority in BSHB. If required a staff would be deployed on full time basis from BSHB for the additional support and coordination.

6. Contract period

The duration of the Contract shall be 36 (thirty-six) months from the date of signing of the

Contract. The Contract may be extended for a further period of up to 24 (twenty-four) months, subject to satisfactory performance of the Consultant during the Contract period and at the mutually agreed terms.

An annual escalation of 5% (five percent) each year on the monthly retainer fee shall be applicable.
