

**Bihar Rural Development Society (BRDS)
Rural Development Department
Government of Bihar
Main Secretariat, Patna**

INVITATION FOR CONSULTANCY SERVICES

Bihar Rural Development Society (BRDS), invites proposal from reputed consultancy firms for providing services of a '**Procurement Support Agency**'. Interested and reputed consultancy firms, may visit website www.rdd.bih.nic.in to download Request for Proposal document. The proposals should be submitted in the prescribed format latest by 14th March, 2011.

Chairman
Bihar Rural Development Society

**Bihar Rural Development Society
Rural Development Department
Government of Bihar
Main Secretariat
Patna**

Notice regarding RfP for Procurement Support Agency

Reference: Advertisement in the newspaper on Procurement Support Agency dated 20th February, 2011

All future correspondence by the Department including clarifications, queries, addendum, minutes of meetings etc., regarding the RfP for Procurement Support Agency will be communicated through this website only. Such updates will be uploaded in the tenders section of the website. All the perspective bidders are requested to continuously check this website for updates.

Sd/

**Mukesh Kumar Sinha
Officer on Special Duty
Rural Development Department
0612 2217496
+91 9431038286**

REQUEST FOR PROPOSALS
RFP # BRDS/PSA/0211

Procurement Support Agency

Issued by

Bihar Rural Development Society
Rural Development Department
Government of Bihar



BIHAR RURAL DEVELOPMENT SOCIETY
GOVERNMENT OF BIHAR
MAIN SECRETARIAT, PATNA 800 015 (BIHAR)
Website: <http://rdd.bih.nic.in>
Email Id: rlrsec-bih@nic.in

February 2011

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Bihar Rural Development Society
Rural Devevelopment Department
Government of Bihar
Main Secretariat, Patna

I. REQUEST FOR PROPOSAL

1. Bihar Rural Development Society (BRDS) (herein called as client) Rural Development Department (RDD), Government of Bihar (GOB), as a part of its reform initiatives, invites technical and financial proposals from reputed consultancy firms (herein called as Bidder) in sealed cover for Procurement Support Agency (PSA) as detailed in the enclosed Terms of Reference.
2. The details of the RFP and key calendar of events is as below:

RFP Number	BRDS/PSA/0211
Cost of Tender Document	Rs. 2,000.00 (Rupees Two Thousand only) in the form of a demand draft to be drawn in favor of the Bihar Rural Development Society, Rural Development Department, Government of Bihar, Patna, payable at Patna. The Bidder is required to submit the tender document fees along with the Technical Proposal.
Earnest Money Deposit	Rs. 2,75,000 (Rupees Two Lakh Seventy Five Thousand Only) in the form of a demand draft to be drawn in favor of Chairman, Bihar Rural Development Society (BRDS), Rural Development Department, Government of Bihar, Patna, payable at Patna. Please see paragraph 7 in chapter II.
Last date for seeking clarification	28th February, 2011
Last Date for Proposal Submission	14th March, 2011
Address at which Proposal is to be submitted	Chairman, Bihar Rural Development Society, Rural Development Department, Government of Bihar, Main Secretariat, Patna 800 015 The proposal is required to be submitted in person along with all specified documentation, tender fees and EMD. Bidder is requested to obtain due acknowledgement of submission of proposal.
Date, Time & Place of opening of Technical Proposals	14th March, 4:00 PM Office of the Chairman, BRDS, Rural Development Department, Government of Bihar, Main Secretariat, Patna 800015
Method of Selection	Least cost method

	Refer para 14 of chapter II
Whether consortium is allowed	No
Duration of the assignment	24 Months
Date, Time and Place of Procurement Test	To be informed in due course
Date , Time and Place of Presentation	To be informed in due course.
Date, Time & Place of opening of Financial Proposals	Successful technical Bidders will be duly informed.
Expected date for signing of Contract	Within two months from the date of opening of Technical Proposal

3. The RFP includes the following documents:

- Chapter I – Request for Proposal
- Chapter II – Information to Bidders (including Data Sheet)
- Chapter III – Terms of Reference
- Chapter I V – Technical Proposal - Standard Forms
- Chapter V - Financial Proposal - Standard Forms

4. It may be noted that all communication / updates / information regarding this RfP by the Client will be made only through communications uploaded on the website under the specific subject – matter. The Client, solely at its convenience, may send communication through other means.

Sd/-

Chairman

Bihar Rural Development Society
Rural Development Department, Government of Bihar,
Main Secretariat, Patna 800 015

II. INFORMATION TO BIDDERS

(This section provides all the necessary information required for responding to the RFP.)

Paragraph No.	Item	Description
1.	Title of the RFP	Procurement Support Agency
2.	Details of the Client	Bihar Rural Development Society, Rural Development Department, Government of Bihar
3.	Details of the Client	Bihar Rural Development Society, Rural Development Department, Government of Bihar
4.	Name and Address of the Official representing the Client for all communication relating to the RFP.	Mr. Mukesh Kumar Sinha, Officer on Special Duty, Rural Development Department, Government of Bihar, Main Secretariat, Patna 800 015 Phone: 0612 2217496 Mobile: +91 9431038286 Email Id – rlrsec-bih@nic.in <u>Subject of Email: RFP for PSA , BRDS</u>
5.	Eligibility Criteria	<p>a. The Bidder should be a registered legal entity under applicable laws in India. Enclose registration / incorporation certificate</p> <p>b. Bidder should have proven experience in executing projects as procurement agent to state / central government departments in India. Work orders and client testimonials should be mandatorily enclosed.</p> <p>c. Consortium or association of firms are not permissible</p> <p>d. The Bidder should not have been blacklisted by any government organization in India. An assurance in this regard is to be given in the covering letter.</p> <p>e. The bidder should have average annual turnover of Rupees Three Crore for the last 3 years. The Bidder must ensure that evidence of eligibility criteria on turnover in the form of audited financial statements for the last three financial years enclosed with the Technical Proposal. Please note that the proof of turnover must be part of the technical proposal and not the financial proposal.</p>
6.	Clarification to RFP document	Clarification may be requested in writing, by email, up to working hours of 3:00 PM, 28 th February, 2011. Clarifications sought after the prescribed period will not be addressed by the Client. The Client will respond through replies on website only. Clarification mails may be addressed to: Chairman, Bihar Rural Development Society, Rural Development Department, Government of Bihar, Main Secretariat, Patna 800 015. Email id: rlrsec-bih@nic.in <u>Subject of Email: RFP for PSA, BRDS.</u>
7.	Earnest Money Deposit	a. The Bidder shall furnish, as part of the Technical Proposal, an earnest money deposit amounting to Rs. 2,75,000 (Rupees Two

		<p>Lakh Seventy Five Thousand Only)</p> <p>b. The EMD shall be in Indian Rupees and in the form of a demand draft drawn in the name of Bihar Rural Development Society (BRDS), Rural Development Department, Govt. of Bihar, Patna payable at Patna. The instrument should be issued by a scheduled bank having branch in Patna. EMD should be attached to Form TECH 2 Part B</p> <p>c. EMD should be valid for a period of 180 days from the last date for Proposal submission.</p> <p>d. Unsuccessful Bidders' EMD will be refunded without any interest after finalization of the RFP process.</p> <p>e. EMD of the successful Bidders will be released once the bidder signs the agreement and furnishes the performance guarantee.</p> <p>f. EMD will be forfeited on account of one or more of the following reasons:</p> <p>i. Bidder does not respond to request for clarification of their proposal.</p> <p>ii. Bidder fails to cooperate during the Proposal evaluation process.</p> <p>iii. In case of a successful Bidder, the Bidder fails to either sign the agreement in time or to furnish the performance guarantee in time.</p>
8.	Language of the Proposal and number of copies	Proposals shall be submitted in English only, with one hard copy and one soft copy. The soft copy should be in PDF format.
9.	Validity of the Proposal	The Proposal shall be valid for 180 days from the last date for submission of the Proposal. A Proposal that is valid for a shorter period shall be rejected as non-responsive.
10.	Amendment/Cancellation of RFP.	<p>a. The Client reserves the right to cancel this RFP at any time without any obligation to the Bidders.</p> <p>b. The Client at any time, prior to the deadline for submission of Proposals, may amend the RFP by issuing an addendum by standard electronic means. The addendum will be binding on all the Bidders. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time in which to take an amendment into account in their Proposals, the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.</p> <p>c. The Client reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without incurring any liability to the bidders or without any obligation to the bidders to assign reasons thereof.</p>
11.	Proposal	a. The Proposal shall be prepared and submitted in two parts viz.

Preparation and Submission		<p><u>Technical Proposal and Financial Proposal.</u></p> <p>b. Technical Proposal shall follow the format specified in Chapter IV</p> <p>c. Financial Proposals shall follow the format specified in Chapter V.</p> <p>d. Proposals submitted in any other format shall be liable to be rejected.</p> <p>e. The Technical Proposal and the Financial Proposal must be submitted in two separate sealed envelopes and should be marked on the cover of the envelope as “<u>Technical Proposal for Procurement Support Agency (PSA) – BRDS, RDD GoB from [Insert name of the Bidder]</u>” and “<u>Financial Proposal for Procurement Support Agency (PSA)– BRDS, RDD GoB from [Insert name of the Bidder]</u>” respectively. Both these envelopes should then be further kept in a third envelope marked as “<u>Technical & Financial Proposal for Procurement Support Agency – BRDS, RDD GoB from [Insert name of the Bidder]</u>” sealed and submitted. The soft copy in CD form of the technical and financial proposal should be submitting along with the hard copies of technical and financial proposal respectively and suitably labelled, in their respective sealed covers.</p> <p>f. Costs in the Financial Proposal must be stated in INR- Indian rupees only. Taxes, as applicable to be shown separately and distinctly, while summing up the total cost of the Proposal.</p> <p>g. The Proposal shall be submitted signed by the authorized signatories. (Of the Lead Partner in case of a consortium).</p> <p>h. The Proposal must be signed and duly sealed in all the pages and any erasures/amendments in the Proposals, duly attested.</p> <p>i. Bidders may submit only one Proposal. If a Bidder submits or participates in more than one Proposal, such Proposals shall be disqualified.</p> <p>j. Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Bidders are encouraged to visit the Client before submitting a Proposal. Bidders should ensure that these officials are advised of their visit in adequate time to allow them to make appropriate arrangements.</p> <p>k. Bidders shall bear all costs associated with the preparation and submission of their Proposals, site visits and contract negotiation.</p> <p>l. The Bidder should submit the Proposal fees, all the requisite documents, and EMD in person latest by 14th March, 2011 at Office of Chairman, BRDS, Rural Development Department,</p>
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		Government of Bihar, Main Secretariat, Patna, 800015.
12.	Modification and Withdrawal of Proposal	<p>a. The Bidder may modify or withdraw their submitted Proposal prior to the prescribed last date and time for submission of Proposal. Such withdrawal/modification should be in writing and in conformance with the terms and conditions specified for submission of the original Proposal.</p> <p>b. No Proposal can be modified or withdrawn subsequent to the deadline for submission of Proposals.</p>
13.	Opening of Technical Proposal	<p>a. The Proposals (first envelope containing technical Proposal only) will be opened in the presence of the representatives of Bidders (not more than two) who choose to attend, at 3:30 PM on 14th March, 2011 at the following location: Office of Chairman, Bihar Rural Development Society, Rural Development Department, Government of Bihar, Main Secretariat, Patna 800 015</p> <p>b. The representatives of Bidders, who are present, shall sign a register evidencing their attendance.</p> <p>c. Financial Proposal will not be opened until technical evaluation is complete and duly approved. The time, date and location of opening of Financial Proposal will be intimated in writing, by email or fax by the Client to the technically qualified Bidders.</p>
14.	Evaluation of Proposal– General	<p>a. A two-stage procedure will be adopted in evaluating the Proposals viz. a technical evaluation and a financial evaluation.</p> <p>b. Bidders will be required to give a procurement test and presentation of their approach and methodology for meeting the objectives and deliverables in the TOR. This procurement test and the presentation will be after evaluation of the Technical Proposal and will be a part of the overall evaluation of Technical Proposal.</p> <p>c. Bidders will be ranked using a combined technical cum financial score. The minimum qualification score for the technical evaluation is 1100 out of 1500.</p> <p>d. Financial Proposals of only those bidders will be opened who satisfy all the eligibility criteria mentioned and who score atleast 1100 or above in the technical evaluation.</p> <p>e. As mentioned in para 16, the final selection will be based on the lowest financial bid subject to terms of technical evaluation</p> <p>f. The Client reserves the right to accept or reject in part or full any or all of the offers without assigning any reason.</p>
15.	Evaluation of Technical Proposal	<p>a. The Client will first undertake a preliminary evaluation of the technical Proposals to check compliance with the eligibility criteria and with reference to completeness of the Proposals</p>

		<p>including if properly signed and whether the Proposals are generally in order.</p> <p>b. Proposals found to be non-responsive for any reason or not meeting the minimum eligibility criteria, as specified in this RFP will be rejected and not included for further detailed technical evaluation.</p> <p>c. The Client will thereafter undertake a detailed evaluation of the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in this paragraph.</p> <p>d. Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, particularly the Terms of Reference or if it fails to achieve the minimum technical score.</p> <p>e. Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="width: 20%; text-align: right;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>1. Experience of undertaking similar assignments as procurement support agent for State and Central Government departments, PSU and Private sector)</td> <td style="text-align: right;">100</td> </tr> <tr> <td> i. Experience of providing support as procurement agency for development sector in government (PRI, Agriculture, Education, Health, Rural Development, Food and Civil Supplies, Urban Development and Social Welfare), multilateral donor, bilateral donor, foundation donor and NGO</td> <td style="text-align: right;">- 15 Marks</td> </tr> <tr> <td> ii. Experience of providing support as procurement agency for Government sector</td> <td style="text-align: right;">- 10 Marks</td> </tr> <tr> <td> iii. Experience in providing support for procuring e-governance solutions</td> <td style="text-align: right;">- 25 Marks</td> </tr> <tr> <td> iv. Experience in turnkey project management, for delivery of services, for the government and private sector</td> <td style="text-align: right;">- 10 Marks</td> </tr> <tr> <td> v. Experience in designing or evaluating community procurement arrangements</td> <td style="text-align: right;">- 10 Marks</td> </tr> <tr> <td> vi. Experience of designing PPP (Public Private Partnership or Government –NGO) arrangements for public service delivery</td> <td style="text-align: right;">- 10 Marks</td> </tr> <tr> <td> vii. Experience in developing procurement manuals and procedures for government sector</td> <td style="text-align: right;">- 10 Marks</td> </tr> <tr> <td> viii. Experience of managing and implementing projects for government department in Bihar</td> <td style="text-align: right;">- 10 Marks</td> </tr> </tbody> </table>		<u>Points</u>	1. Experience of undertaking similar assignments as procurement support agent for State and Central Government departments, PSU and Private sector)	100	i. Experience of providing support as procurement agency for development sector in government (PRI, Agriculture, Education, Health, Rural Development, Food and Civil Supplies, Urban Development and Social Welfare), multilateral donor, bilateral donor, foundation donor and NGO	- 15 Marks	ii. Experience of providing support as procurement agency for Government sector	- 10 Marks	iii. Experience in providing support for procuring e-governance solutions	- 25 Marks	iv. Experience in turnkey project management, for delivery of services, for the government and private sector	- 10 Marks	v. Experience in designing or evaluating community procurement arrangements	- 10 Marks	vi. Experience of designing PPP (Public Private Partnership or Government –NGO) arrangements for public service delivery	- 10 Marks	vii. Experience in developing procurement manuals and procedures for government sector	- 10 Marks	viii. Experience of managing and implementing projects for government department in Bihar	- 10 Marks
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		<p>Scoring will be as following for each sub-criteria mentioned above:</p> <ol style="list-style-type: none"> a. 5 and over similar projects – 100% b. 4 similar projects – 80% c. 3 similar projects – 60% d. 2 similar projects – 40% e. 1 similar project – 20% f. 0 similar project – 0% <p>2. Approach and Methodology 300</p> <ul style="list-style-type: none"> · Overall approach to ensuring deliverables – 30 Marks · Approach to building capacity for procurement management across BRDS, RDD – 30 Marks · Method of proactively ensuring and demonstrating quality in delivery of the assignment – 50 Marks · Tools and methodologies for performance monitoring of the PSA by BRDS, RDD, under this assignment– 50 Marks · Sample MIS Reports – 20 Marks · Approach to team structure, composition and deployment (on site and off site) including approach to work management among the team and work plan (in alignment with the team proposed) - 80 Marks · Quality of comments on ToR – 20 Marks · Quality of presentation of proposal - 10 Marks · Approach to transition and Exit Plan – 10 Marks <p>3. Marks for the Team 500</p> <p>Team Leadership – 25 marks</p> <ol style="list-style-type: none"> a. Experience of leading assignments as a Team Leader– 20 Marks b. Permanent Employee of lead bidder – 5 marks <p>Team Leader and Senior Procurement Specialist – 75 Marks</p> <ol style="list-style-type: none"> a. General Qualification – 5 Marks b. Relevant Experience - 40 Marks c. Relevant Experience in Govt -20 Marks d. Reading and writing ability in Hindi - 10 Marks <p>Procurement and Project Manager (PSA PMU) – 75 Marks</p> <ol style="list-style-type: none"> a. General Qualification – 5 Marks b. Relevant Experience - 40 Marks c. Relevant Experience in Govt -20 Marks d. Reading and writing ability in Hindi - 10 Marks <p>Procurement Project Assistant (PSA PMU) – 50 Marks</p>
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		<p>a. General Qualification – 5 Marks b. Relevant Experience - 20 Marks c. Relevant Experience in Govt -15 Marks d. Reading and writing ability in Hindi - 10 Marks</p> <p>E-governance Specialist and Technology Expert –50 Marks a. General Qualification – 5 Marks b. Relevant Experience - 20 Marks c. Relevant Experience in Govt -15 Marks Reading and writing ability in Hindi - 10 Marks</p> <p>Technology Infrastructure Expert – 50 Marks a. General Qualification – 5 Marks b. Relevant Experience - 20 Marks c. Relevant Experience in Govt -15 Marks d. Reading and writing ability in Hindi - 10 Marks</p> <p>Legal Expert - 50 Marks a. General Qualification – 5 Marks b. Relevant Experience - 20 Marks c. Relevant Experience in Govt -15 Marks d. Reading and writing ability in Hindi - 10 Marks</p> <p>Social Development Expert – 25 Marks a. General Qualification – 5 Marks b. Relevant Experience - 15 Marks c. Reading and writing ability in Hindi - 5 Marks</p> <p>M&E / MIS Expert – 25 Marks a. General Qualification – 5 Marks b. Relevant Experience - 15 Marks c. Reading and writing ability in Hindi - 5 Marks</p> <p>HR OD Expert – 25 Marks a. General Qualification – 5 Marks b. Relevant Experience - 15 Marks c. Reading and writing ability in Hindi - 5 Marks</p> <p>RDD Expert –50 Marks a. General Qualification – 5 Marks b. Relevant Experience - 20 Marks c. Relevant Experience in Govt -15 Marks d. Reading and writing ability in Hindi - 10 Marks</p> <p>4. Procurement test 500 Refer para 16.</p>
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		5. Presentation 100
		Total Marks 1500 The minimum technical score (St) required to pass is: 1100 Points.
16.	Procurement Test	a. Bidders scoring 600 marks and above out of 900 will be invited to undertake a procurement test in which sample tender documents will need to be prepared. The tender document prepared will need to be presented to the evaluation committee (along with hard copies) which will be examined by the committee and given marks in the procurement test will be disqualified. The test and further technical presentation (as per para 17) will be scheduled close together, as far as possible. It may be noted that the test and following technical presentation will need to include as many as the key personnel proposed in the technical proposal and definitely include the onsite PSAPMU Project manager, the e-governance specialist and the senior Procurement specialist
17.	Technical Presentation	a. Bidders scoring 1000 marks out of 1400 marks will be invited to make a Technical Presentation. The overall qualifying marks eligible to participate in opening of the financial proposal will be 1200 as stated in Instruction to bidders, clause 14. b. Date, Time and Venue of the presentation will be notified to the bidders scoring 1000 and more marks. c. The key personnel proposed in the technical proposal should be present for the technical presentation and should definitely include the onsite PSA PMU project manager, e-governance specialist and the senior procurement specialist.
18.	Opening and Evaluation of Financial Proposal	a. After the technical evaluation is completed the Client will invite those Consultants, who have qualified in the technical evaluation to attend the opening of Financial Proposals. In respect of those Bidders who do not qualify technically, their Financial Proposals will be returned unopened. b. The date, time and location of opening of Financial Proposal will be intimated at the appropriate time. c. The Bidder's name, the total amount of Financial Proposal and such other details as considered appropriate by the Client shall be read out at the opening of Financial Proposal. The Consultants' representatives shall sign a register in evidence of their attendance. d. Financial Proposal will be evaluated as per the procedure indicated in paragraph 14. e. During evaluation, the Client will correct any computational errors and any inconsistencies between technical and financial

		<p>proposal. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.</p> <p>f. Taxes and Statutory duties, if any, included in the Financial Proposal will not be considered for evaluation and need to be shown separately. They will be discussed at contract negotiations, and applicable amounts will be included in the Contract.</p>
19.	Disqualification of Proposals.	<p>The Client, may at its sole discretion, and at any time during the processing of the Proposal, disqualify any Bidder from the Bidding process if the Bidder has:</p> <p>a. Submitted the Proposal after the last date and time for submission of Proposals.</p> <p>b. Made misleading or false representations.</p> <p>c. Violated any of the terms laid down in paragraph 24 of Chapter II.</p> <p>d. If found to have a record of poor performance.</p> <p>e. Submitted Proposal documents not accompanied by tender fee and/or EMD.</p> <p>f. Submitted Proposal document which is nonresponsive or not accompanied by required documentation as specified in this RFP.</p> <p>g. Failed to provide clarification, when sought.</p> <p>h. Submitted more than one Proposal either individually or as part of a consortium.</p> <p>i. Failed to submit Proposal in accordance with the terms and conditions of this RFP.</p> <p>j. Failed to submit a Proposal not valid for at least 180 days.</p> <p>k. Any other reasons, as deemed appropriate by the Client.</p>
20.	Negotiations	<p>a. Prior to the expiration period of Proposal validity, the Client will notify the successful Bid who submitted the highest scoring Proposal in writing by email or facsimile or in person and invite the Bidder to negotiate the Contract.</p> <p>b. Negotiations will commence with a discussion of the Technical Proposal, the proposed methodology (work plan), staffing, payment terms and any suggestions the Bidder may have made to improve the TORs. Agreement will then be reached on the final TORs, outputs and related timelines, SLAs, the staffing and staff months, logistics, payment terms, reporting and any other relevant issue as deemed appropriate by the Client. Special attention will be paid to optimize the required outputs from the Bidders within the available budget</p>

		<p>and to define clearly the inputs required from the Client to ensure satisfactory implementation of the Assignment.</p> <p>c. Changes agreed upon may then be reflected in the financial Proposal using proposed unit rates.</p> <p>d. Having selected the successful Bidder, among other things, on the basis of an evaluation of the proposed key professional staff, the Client expects to negotiate a contract on the basis of these staff named in the Proposal. Therefore, prior to contract the Client will require written assurance that these staff will be actually available. The Client will not consider substitutions during contract negotiations except in cases of unexpected delays in the starting date or incapacity of key professional staff for reasons of health.</p> <p>e. The negotiations will be concluded with a review of the draft form of Contract to be made available to the Bidder at the appropriate time. The Client and the Bidder will finalize the contract to conclude negotiations. The Contract will be awarded after successful negotiations, to the successful Consultant.</p> <p>f. If negotiations fail, the Client will invite the Bidder having obtained the second highest score to Contract negotiations.</p>
21.	Award of Contract	<p>a. After completing negotiations the Client shall award the Contract to the selected Bidder who is expected to commence the assignment within a fortnight of signing of the Contract.</p> <p>b. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Bidders.</p> <p>c. Decision of the Client shall be final.</p>
22.	Variations	<p>a. No variation/amendment in the terms or scope of this Contract shall be effective without the prior written consent of both Parties and recorded in writing in the form of a letter entitled 'Contract Amendment No. '. Without such consent neither Party shall have any liability in respect of work performed outside the Services set out in Chapter III</p> <p>b. Notwithstanding anything mentioned in clause 21 (a) the Client reserves the right to make any alterations/amendments to the terms of the contract including the 'Terms of reference' in furtherance of or to be in conformity with any relevant Government note/ guidelines/notification/statutory/quasi statutory instrument or any other development that will have an implication in the scope and nature of the assignment; which is/are brought in force during the subsistence of the contract. Any amendment shall only be for the stated purposes and due notice will be given by the client.</p>
23.	Performance Security	<p>a. The successful Bidder to whom the contract is awarded will have to execute an agreement on a Non-Judicial Stamp Paper</p>

		<p>of appropriate value within a period of 15 days of receipt of order and deposit Performance Security equal to 10% of the total order value prior to signing of agreement.</p> <p>b. Performance Security shall be furnished in the form of Bank Draft / Bank Guarantee duly discharged in favour of Chairman, BRDS, Rural Development Department, Govt. of Bihar, Patna payable at Patna. The format for Bank Guarantee shall be as per Form Fin-6 of Chapter V.</p> <p>c. No interest will be paid by the Client on the performance security.</p> <p>d. Performance Security may be forfeited in full or part in the following cases:</p> <ul style="list-style-type: none"> i. When the terms and conditions of contract are breached. ii. When the Bidder fails to supply services satisfactorily. iii. When contract is being terminated due to non-performance of the Bidder. <p>e. Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Client in this regard shall be final.</p> <p>f. Failure of the successful Bidder to comply with the requirement of the furnishing the required Performance Security in time shall constitute sufficient grounds for the annulment of the award, in which event the Client may make the award to the next best ranked Bidder or call for new Proposals.</p> <p>g. The Performance Security will be released 3 months after the Client certifies successful closure of the contract.</p>
24.	Terms of Payment	<p>The indicative mode of payments to be made in consideration of the work to be performed by the Bidder shall be as mentioned in the ToR.</p> <p>Note: All payments shall be made on submission of pre-receipted bills with supporting documents and signed time sheets, by the Bidder in duplicate every month. It may also be noted that all key stages will require status report in approved formats.</p>
25.	Confidentiality	<p>Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the winning Bidder has been notified.</p>
26.	Professional Excellence and Ethics	<p>The Client requires that all Bidders participating in consulting assignments to adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the Client</p> <p>(a) defines, for the purpose of this paragraph, the terms set forth below as follows:</p>

		<p>i. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of officials concerned in the selection process or in contract execution;</p> <p>ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;</p> <p>iii. “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Client designed to establish prices at artificial, noncompetitive levels;</p> <p>iv. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.</p> <p>(b) will reject a Proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;</p> <p>(c) will terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract.</p> <p>(d) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a State Government contract if at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, any government contract; and</p> <p>(e) will have the right to require that, in contracts , a provision be included requiring the Bidder to permit the Client to inspect their accounts and records and other documents relating to the submission of Proposals and contract performance, and have them audited by auditors appointed by the Client.</p> <p>(f) No Consultant, its Sub-Consultant(s), or associate(s) shall be under a declaration of ineligibility for corrupt and fraudulent practices by the state or Central Government or any of the Government agencies.</p>
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III. TERMS OF REFERENCE

Description of Services For Appointing Procurement Support Agency (PSA)

I. Background

1. The Bihar Rural Development Society (BRDS), an autonomous society established under the aegis of the Rural Development Department (RDD), Government of Bihar (GOB) intends to appoint a Procurement Support Agency (PSA) to help the department to procure goods and services needed for delivering its functions.
2. Procurement of goods and services pose significant challenges to the government, and specifically in Bihar. Procurement in Bihar faces the challenge of attracting competitive quality and ensuring value for money outcomes. Lack of departmental level expertise in procurement of goods and services often results in delays in engaging service providers on time and in managing outcomes.
3. Further, the growing needs of developmental programmes necessitate new modes of procurement and supply chain arrangements, which go beyond traditional models. These include the growing need for professional consulting services, the need for contractual relationships with Community Based organizations, the need for promoting eco-friendly goods and services, the need for PPPs and other such innovations.
4. The BRDS is a newly formed society, established to monitor and implement the key flagship programmes of RDD, Bihar including MGNREGS, IAY, SGSY etc. The society does not have a procurement cell as yet and intends the PSA to function as its procurement unit. Therefore, to meet its medium to long-term transaction level procurement support, the BRDS intends to hire the services of a Procurement Services Agency.

II. Current Practices

5. Currently, BRDS and the Rural Development Department follow the Bihar Financial Rules for undertaking all its procurement. However, it is intended to define independent procurement rules for BRDS and the PSA is expected to support the department in the development and approval of such rules.
6. In the event of donor supported funding, procurement rules as specified in donor agreements, will be followed.
7. GoB has commissioned a study on procurement with the support of World Bank through which the current procurement rules and procedures of RDD are being reviewed. The study covers development of procurement systems for community engagements and PPP agreements. The final copy of the study report will be shared with the successful bidder which will need to be referred while prepared the procurement manuals for BRDS.

III. Objectives and Scope for PSA

The main objectives of the Procurement Support Agency are:

- A. Procuring goods and services by ensuring value of money, transparency and probity
- B. Establishing transparent, self regulating quality assurance system in contract management
- C. Build capacity across RDD for effective procurement management.

IV. Scope of work

The detailed scope is as below. It may be noted that the scope is indicative and not exhaustive. It may also be noted that the consultant will service the RDD secretariat and BRDS.

The Key areas of scope include:

- a. Establish an on-site PSAPMU
- b. Procurement support functions
- c. Contract management functions
- d. Procurement consulting related functions
- e. Coordination and Other Management Support
- f. Exit & Transition Management

More detailed indication of related tasks and activities is noted below. It may be noted that the indicated scope of work will mostly need parallel processing of multiple activities and the agency will need to plan for the same.

(A) Establish an on-site PSA PMU:

The agency need to establish an onsite Program Management Unit (PMU) for assisting PSA in providing all operational, coordination, capacity building , monitoring and implementation support in respect of the activities and outputs related to the scope of work.

(B) Procurement Support

The agency is expected to handhold the department and delivers the following key activities, within approved rules and norms:

1. Prepare and periodically review the annual procurement plan of the RDD/ BRDS.
2. Arrange for knowledge building demonstrations of the possible solutions/ services
3. Suggest appropriate procurement options for each activity including but not limited to LCS, QCBS, QBS etc. with clear pros and cons for each mechanism, in alignment with applicable procurement rules and norms.
4. Suggest appropriate procurement methods for each activity including to Single Source contracting, Limiting Tendering, Open source contracting etc.

5. Prepare budgets for each procurement activity and ensure availability of due budgetary allocations, for undertaking procurement action
6. Assist the department in preparing a procurement time schedule for the implementation of the procurement plan clearly detailing the various tasks involved
7. Assist the department in understanding the procurement landscape in terms of potential bidders, potential costs, precedents of similar procurement etc. thorough detailed background research
8. Support BRDS / RDD in ensuring budgetary allocations are appropriated to the respective end-users and thus ensure timely and effective implementation;
9. Assist the department in procuring consulting services, goods and works, from preparation to evaluation including but not limited to:
 - Assist in issuance of the advertisement in newspapers. Consultants to also explore various other places where the advertisement should be placed (ex. UNDB/dgMarket etc.)
 - Handle selling of the bid documents to the interested bidders and uploading the bid document on the website.
 - Coordinate the pre-bid conference, if proposed for the package/services;
 - Prepare Minutes of pre-bid conference and coordinate in circulating the same to all the bidders who have purchased the bid documents.
 - Prepare and assist in issuing addendum/clarifications to the bid document, if required.
 - Assist in communicating the clarifications to all bidders and publish before the deadline for submission of bids.
 - Assist in bid opening and check for the responsiveness.
 - Coordinate and complete the technical and financial evaluation of the bids.
 - Share the bid evaluation report with the key stakeholders and obtain their approval.
 - Support in technical / financial negotiations for contract finalization.
 - Support finalization of contract and contract related formalities
 - Assist in publishing the contract award notice in the department website.
 - Assist in cancellation of any tender (if required) substantiating with suitable justifications.
 - Prepare all internal documentation, other notes and correspondence required to support procurement related activities .
10. Establish electronics repository for all procurement documentation, including background research information.

11. Coordinate with key stakeholders including CPWD/PWD/World Bank etc as appropriate in finalizing the technical specifications of the goods and services to be procured.
12. Assist the department in setting up a record keeping system for all prior review and especially post review contracts;
13. Provide regular MIS on procurement plans and contracts including details of delays, gaps, deviations with remedial action plans
14. Support BRDS / RDD in establishing and institutionalizing e-procurement systems
15. Any other support activity required related to the assignment

(B) Procurement Consulting support

Under this area of work , the Consultant is expected to support RDD/ BRDS in developing and implementing strategies to build institutional capacity to undertake and manage procurement function effectively at all administrative levels , in alignment with the overall approved rules and norms , including:

1. Identification and study of Best Practices in framing procurement rules and procurement management.
2. Develop procurement rules, procedures and procurement documentation templates, in the form of Procurement Rules for BRDS. Procurement Rules to cover procedures, processes for internationally benchmarked procurement methods including methods relating to International Competitive Bidding, Framework Agreements, Community Based Procurement, PPP for Rural Development and others.
3. Prepare Procurement toolkits with standard templates (as applicable to different methods of procurement) including but not limiting to:
 - a. Terms of Reference
 - b. Expression of Interest
 - c. Preparing Request for Proposals
 - d. Evaluation Templates – technical and financial
 - e. Pre bid Minutes
 - f. Negotiation meetings
 - g. Contract document
 - h. SLA templates
 - i. Process flow checklists with reference to applicable rules for each type of procurement
 - j. Summary of applicable delegations

The above toolkit should have suitable model examples to elaborate the templates

4. Provide options for establishing organizational resources and related HR structure for institutionalizing procurement function across all administrative levels. Thereafter, based on approved option, develop / review and refine HR structure for procurement unit of RDD/ BRDS including job description and recruitment norms.
5. Develop Training Plan, Training Content, training modules and training methodology on Procurement rules, procurement and contract management
6. Identify methods for utilizing / institutionalizing e-procurement procedures in RDD/ BRDS.
7. Develop Exit and Knowledge transfer plan for the PSA functions.
8. Any other support activity required related to the assignment

(C) Contract Management Support

1. Assist the department in contract management and administration of all signed contracts.
2. Establish IT enabled contract management systems, including detailed monitoring templates and procedures.
3. Prepare monthly status reports for the department including details of:
 - Contracts signed
 - Deliverables due date, progress, gaps and remedial suggestions to address gaps
 - Formation of necessary steering committees and output review committees
 - Inspection of work and ascertaining the feedback from the key stakeholders on the performance of the consultant/contractor
4. Document contract performance including basic work, change work, extra work and re-work.
5. Provide necessary support to the department and the consultant to ensure that outputs are delivered on time,
6. Certify and / or support certification of contractual performance and ensure that the payments are released on time
7. Ensure issuing necessary contract amendments, inventory management etc.

(D) General Coordination Support

1. Assist RDD / BRDS in all related coordination and liaison with various stakeholders
2. Prepare and support preparation of various related internal notes, documents and presentations
3. Deliver presentations on key related issues

4. Provide inputs and support other functional units on procurement and contract management issues
5. Undertake Monthly Monitoring, Learning and Knowledge Sharing Meetings
6. Provide clarification, handholding support to field agencies on various PSA related activities.
7. Support HR in recruitment of procurement related personnel.
8. Undertake Training of RDD/ BRDS key resources at all levels on key PSA activities, procurement rules, procedures and emergent issues, for a period of 4 days every quarter .

V. Key Deliverables

S. No	Outputs (see Note 2 below)	Indicative Content / Key Tasks	Timelines
1.	Positioning of on-site PSA PMU team and confirmation of availability of key personnel		Week 1
2.	Project Inception report and Detailed Work Plan	<ul style="list-style-type: none"> · Refine scope of work, deliverables and timelines. · Revise SLAs for above. · Finalize Work Plan with approach and sample tools for the key deliverables. · Confirmation of Personnel to be deployed · Finalization of process for personnel deployment · Indicative Procurement Plan · List of identified areas for preparatory review including documents, stakeholders , rules · Record of minutes , if any 	Week 4
3.	Preparatory Situation Review Report	<ul style="list-style-type: none"> · Brief of extant procurement related rules, guidelines and delegations. · Brief of extant reform initiatives and relevance to PSA activities. · Field Review Report (s) · Stakeholder Procurement related (institutional and procurement plans) Needs Assessment Report (with supporting documents) identifying 	Week 4

		<p>common needs and specific needs at different administrative levels.</p> <ul style="list-style-type: none"> · Brief of Procurement related institutional requirements and approach to address the requirements, based on needs assessment · Preliminary List of goods and services · Guidelines and Templates to monitor deliverables and SLAs of PSA including finalized SLAs and penalties · Formats for Procurement approval, procurement cycle and contract monitoring 	
Procurement Consulting Support			
4.	Concept and Implementation Report on e-procurement	<ul style="list-style-type: none"> · Study of current e-procurement solution in Bihar · Methods for institutionalizing e-procurement for RD/ BRDS · Detailed Implementation Plan 	Week 12
5.	Procurement Rules and Procedures for BRDS	<ul style="list-style-type: none"> · Validate TOC and Indicative Contents, sample procedures write-up - with RDD/ BRDS based on indicative scope below (Week 5) · Rules and Procedures for goods and non-consulting contracts · Rules and Procedures for consulting and services contracts · Above including rules and procedures for: <ul style="list-style-type: none"> ○ Rate contracts ○ Empanelment ○ Single tender, limited tender, QBS, QCBS, FBS, Framework agreements, Community based procurements, PPP, Outsourcing of services, procurement of UN or nationally empanelled agencies Swiss challenge system etc. · Methods of leveraging procurement contracts finalized by other departments within the state, other states and GOI. · MOUs/ agreements for service delivery 	Week 20

		<p>by other government agencies.</p> <ul style="list-style-type: none"> · International and national competitive Bidding · Different methods of contracting · Harmonized delegation of related powers · Rules and Procedures to be comprehensive (Rules to refer to applicable procedures. Procedures to detail step wise processes, process flow, checklist, examples and templates) · Procurement function related SLAs · Benchmark rules and procedures with national / international Best Practices. · Prepare comparative analysis of Proposed Rules with GOB Rules to identify areas for specific approvals. 	
6.	Procurement function Organization and HR structure design Report	<ul style="list-style-type: none"> · Options for institutionalizing Procurement function across all administrative levels (RDD Secretariat, BRDS, DRDA, Block) clearly comparing different models (viz outsourced models, in-house models, PPP models , hybrid models) with organization / HR design structure for each of the models , pros and cons and indicative financial outlays. · Recommended Institutional option with reasons. · Validate desired option with RDD/ BRDS · Finalize organization and HR structure based on approved option for all levels. · Develop HR structure including reporting / communication / roles and responsibilities for each level. · Identify and develop job positions, job descriptions, recruitment norms · Develop detailed procurement norms and templates for outsourced / partnership and other related procurement 	Week 24
7.	Community based contracting	<ul style="list-style-type: none"> · As per best practices and in taking into account the existing rules and 	Week 24

	procedure	procedures	
8.	Training Plan	<ul style="list-style-type: none"> · Annual Training Plan with training · Training approach and methodology. · Pilot training models and delivery reports · Training delivery reports 	Week 24
9.	Exit & Knowledge Transfer	<ul style="list-style-type: none"> · Exit & Knowledge Transfer Plan document. · Transition meetings / workshops Reports 	Week 32
Procurement , Contract Management and General Coordination Support			
9	Procurement Support	<ul style="list-style-type: none"> · Individual detailed Procurement Plans · ToRs, RfPs, Contracts · Bid management related document · Notes and Monthly Status Reports · Minutes of meetings 	Periodic
10	Contract Management Support	<ul style="list-style-type: none"> · Periodic Monitoring Reports · Change Management Documents · Amendments (if any) · Minutes and follow up reports · Field review reports 	Periodic with Minimum fortnightly
11	Coordination support	<ul style="list-style-type: none"> · Technical reports, Notes and Presentations. · Training documents, training delivery and training feedback reports. · Training videos, if applicable 	Periodic

Notes to Key Deliverable(s):

1. The agency should submit soft copies of all the documents and work products to BRDS in the editable format. The final and approved version of all relevant deliverables shall be submitted in three numbers of hard copies and soft copies each in English and Hindi. The copies of all documents generated during the course of deliverables shall be submitted in English in the soft copies format.
2. The bidder should present each output to the key stakeholders post submission
3. Most of the outputs (and specifically procurement consulting related outputs) will go through the following stages of finalization :
 - a. Draft output Stage which will be the state related to the above-mentioned outputs and timelines
 - b. Approved output stage – after inputs on draft stage from client , revisions and approval of the client
 - c. Final output stage – after final revision of all key outputs based on learning during the course of assignment and to be finalized and submitted (along with a Key to revisions and reasons) 3 months before the closure of the assignment.

VI. Service Levels, Penalties and Incentives

(A) The consulting firm is expected to meet the following Service Levels in the normal course of carrying out the activities as per the details of Scope of Work. In case of default on any or all such Service Levels, RDD/ BRDS, at their discretion, reserve the rights to levy Penalties on the consultant.

S. No	Service	Expected Service levels	Penalty level in case of Default
Personnel Deployment Related			
1.	Deployment of personnel for PMU after signing the contract or any subsequent requirement for RDD/BRDS during contract period	<ul style="list-style-type: none"> · 2 Weeks for initial resources. · 3 Weeks for any additional resource requirements. 	0.5% of quarterly payment due in the succeeding quarter
2.	Replacement of Consultants at PMU – at request of RDD/BRDS only	<ul style="list-style-type: none"> · Maximum 3 weeks from the date of intimation by RDD/BRDS. 	0.5% of the quarterly payment due in the succeeding quarter
3.	Replacement of Consultants at PMU – in case the replacement is initiated by the Bidder	<ul style="list-style-type: none"> · Maximum 2 weeks after the notice period of the person being replaced begins, followed by 1 week of handover time. 	0.5% of the quarterly payment due in the succeeding quarter
4.	Maximum number of replacements initiated by the Bidder in a year	<ul style="list-style-type: none"> · Maximum of 1 replacements 	1% of the quarterly payment of that particular position due in the succeeding quarter
Procurement , Contract and Coordination Support			
5.	Submission of periodic reports and conduct of periodic meetings	<ul style="list-style-type: none"> · On time and as per SLA agreed in the Project Inception Report 	1% of the quarterly payment due in the succeeding quarter for any delay beyond five working days.
6.	Turnaround time for documents submitted to the PMU for their comments / approvals. Preparation of	<ul style="list-style-type: none"> · Maximum of 3 working days from the date of receipt in PMU 	1% of the quarterly payment due in the succeeding

	minutes of meetings		quarter
7.	Issues referred to the PMU should be resolved within	· 3 working days from the date of referral to PMU, beyond which it should be escalated to RDD	1% of the quarterly payment due in the succeeding quarter
8.	Preparation of Terms of Reference	· Within 14 working days from the request by the department	1% of the quarterly payment due in the succeeding quarter
9.	Expression of Interest	· Within 10 working days from the request by the department	1% of the quarterly payment due in the succeeding quarter
10.	Preparing Request for Proposals	· Within 7 working days from the request by the department	1% of the quarterly payment due in the succeeding quarter
11.	Evaluation Templates – technical and financial	· Within 2 working days from completion of EoI, RfP	1% of the quarterly payment due in the succeeding quarter
12.	Pre bid Minutes	· Within 2 working days from completion of EoI, RfP	1% of the quarterly payment due in the succeeding quarter
13.	Minutes of Negotiation meetings	· Within 1 working day.	1% of the quarterly payment due in the succeeding quarter
14.	Contract document	· Within 5 working days post approval of evaluation	1% of the quarterly payment due in the succeeding quarter
15.	Any other	Will be added on mutual agreement during the course of the assignment	
Procurement Consulting SLAs			
16.	Concept and Implementation Report on e-procurement	Week 13	1% of the quarterly

			payment due in the succeeding quarter
17.	Procurement Rules and Procedures for BRDS	Week 21	1% of the quarterly payment due in the succeeding quarter
18.	Procurement function Organization and HR structure design Report	Week 25	1% of the quarterly payment due in the succeeding quarter
19.	Training Plan	Week 25	1% of the quarterly payment due in the succeeding quarter
20.	Exit & Knowledge Transfer	Week 33	1% of the quarterly payment due in the succeeding quarter

Notes to VI (A):

1. Penalty of 5% will be deducted if the tender documents are found deficient in quality post assessment by BRDS/RDD which may lead to cancellation of the Tender due to objectionable clarifications raised.
2. The above SLAs / penalties are indicative and may be refined by BRDS during inception phase and during the course of the assignment. Continued attraction of penalties may lead to termination of the contract, at the discretion of RDD/ BRDS. In case of urgency, the bidder should respond to the needs of the client within 4 working days.
3. In addition to the above (including notes), the Client may also take suitable action as recommended and accepted by third party audit agencies.
4. Replacement penalty is not applicable if the consultant is replaced under exception circumstances including death, prolonged illness and on leaving the company.

VI(B) Incentives

1. The Client reserves the right to recognize and reward the consultant for exemplary performance in terms of timeliness, quality and ensuring customer delight . The Client may award incentives upto 5% of contract value per annum.

VII . Key Personnel

Position	Estimated	Qualification &	Experience	Indicative
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	Input Time (in months)	Skills		Responsibilities
Team Leader and Senior Procurement Specialist	6 Months	<ul style="list-style-type: none"> · Post Graduation in relevant discipline, e.g. Business law, Engineering, Administration or procurement and logistics. · Must have good knowledge of procurement policies and procedures of the Governments in India and donor agencies specially the World Bank. · Computer Proficiency in MS Office · Excellent communication, interpersonal and team management skills · Fluency in English and Hindi 	<ul style="list-style-type: none"> · Minimum 15 years post qualification experience in procurement, and contract management. · Atleast 5 years of experience in managing procurement, in the Government sector in India. · Atleast 2 years of experience providing procurement support for international donor funded / world Bank projects · Experience in handling international Competitive Bidding Process. · Experience in designing and developing procurement policy and procedures for government sector · Experience in handling community contracting will be 	<ul style="list-style-type: none"> · Client relationship management and overall consultancy management · Attend Monthly Meetings. · Guidance to onsite team on technical and operational issues · Delivery of outputs as per the SLAs. · Lead the procurement consultancy related outputs

			desirable	
Procurement Project Manager (On-site PSAPMU)	24 Months	<ul style="list-style-type: none"> · Post Graduation in relevant discipline, e.g. Business law, Engineering, Administration or procurement and logistics. · Must have good knowledge of procurement policies and procedures the Government and donor agencies specially World Bank. · Computer Proficiency in MS Office · High level of proficiency in project monitoring tools. · Excellent communication, interpersonal and team management skills · Fluency in English and Hindi- both oral and written 	<ul style="list-style-type: none"> · Minimum 8 years post qualification experience in procurement, and contract management, for a wide variety of goods and services · Atleast 2 years of project management experience in the government sector. · Experience of procurement support for international donor funded / world Bank projects · Experience of PPP / partnership based projects · Experience in Training and capacity Building. 	<ul style="list-style-type: none"> · Undertake all activities required under Procurement, Contract and Coordination management support. · Coordinate timely resources / inputs / follow up action from PSA. · Primary responsibility for SLAs. · Project Communications related support
Procurement Project Assistant (on site PSAPMU)	24 months	<ul style="list-style-type: none"> · A PG or equivalent degree in Management. Procurement or logistics. · Must have good knowledge of rural development practices 	<ul style="list-style-type: none"> · Atleast 5 years of post qualification experience in procurement management (excluding internship/ traineeship and similar assignments) 	<ul style="list-style-type: none"> · Support Procurement Project Manager in all activities of the PSA and PSAPMU.

		<ul style="list-style-type: none"> · Computer proficiency in MS Office · High level of proficiency in project monitoring tools. · Excellent communication, interpersonal and team working skills · Fluency in English and Hindi- both oral and written 	<ul style="list-style-type: none"> · capable of handling procurement for wide variety of goods and services. · Experience in handling procurement for government sector. · At least 2 years of project management and monitoring experience. · Experience in documentation, project communications including development of case studies/ news letters 	
E-Governance Specialist and Technology Expert	6 Months	<ul style="list-style-type: none"> · B Tech / MCA / MBA (IT) · Well versed with all the latest technology developments in product / solution development field (including ERP/ GIS / MIS / Master Data Management) and their implications to businesses · Computer proficiency in MS Office · Excellent communication, 	<ul style="list-style-type: none"> · Atleast 10 years of post qualification experience in IT related solution procurement, and contract management for the Government sector, preferably rural sector. · Experience in procuring or establishing outsourced IT solutions in the form SaaS / IaaS models. 	<ul style="list-style-type: none"> · Provide technology solution options for e-governance requirements. · Develop RfPs, ToRs and SLAs for solution procurement including for application audit · Undertake evaluation of e-governance bids. · Assess and provide technical inputs on technology related DPRs/ deliverables of vendors.

		<ul style="list-style-type: none"> interpersonal and team working skills Fluency in English and Hindi 	<ul style="list-style-type: none"> Experience in procuring or managing or consulting for BPO services / solutions. Experience in designing payment gateways and financial inclusion projects. Experience in training and Capacity building 	<ul style="list-style-type: none"> Certify acceptance of deliverables by RDD/ BRDS Prepare Technology related DPRs, notes and proposals. Support onsite PSAPMU in monitoring e-governance projects.
Technology Infrastructure Expert	2 months	<ul style="list-style-type: none"> Must be a B.Tech / M.Tech in ECE / IT / C.Sc. Engg from premier institutions Computer proficiency in MS Office Excellent communication, interpersonal and team working skills Fluency in English and Hindi 	<ul style="list-style-type: none"> Must have atleast 5 years of work experience in large IT infrastructure projects Experience in designing and monitoring of Data Centre, Gateways and networking Experience in last mile related communication technology Experience in implementing IT infrastructure projects in rural areas. 	<ul style="list-style-type: none"> Providing inputs on technology, standards and their evaluation Coordinate with RDD / vendors for development and monitor compliance of IT infrastructure resources Assess IT Infrastructure needs, usage and utilization. Support RDD/ BRDS in development of IT asset management and security policy. Support in establishment of management of network, hardware and software installation,

				<ul style="list-style-type: none"> configuration including DRC and DC · Support audit of application processes and their compliance with standards and RFP. · Develop and support implementation on User acceptance tests. · Undertake technical review of URS/ SRS and other technical documents · Certify acceptance of deliverables by RDD/ BRDS · Prepare RfPs, ToRs , SLAs, monitoring mechanisms including for quality and compliance audit
Legal Expert	3 months	<ul style="list-style-type: none"> · Graduate and/or professional designations in law 	<ul style="list-style-type: none"> · Must have atleast 5 years of work experience in drafting procurement related documents 	<ul style="list-style-type: none"> · Final vetting of all RfP, Contract documents from legal perspective · Address queries of all bidders during contract management · Assist in drafting letters, extension notes etc.
Social Development Expert	2 Months	<ul style="list-style-type: none"> · Master's Degree in Social Sciences. · Knowledge of statistical 	<ul style="list-style-type: none"> · Must have atleast 8 years of work experience and through 	<ul style="list-style-type: none"> · Assist the department in procuring the services of community

		<ul style="list-style-type: none"> packages (SPSS etc) · Excellent communication, interpersonal and team working skills · Fluency in English and Hindi 	<ul style="list-style-type: none"> knowledge of poverty targeting and alleviation, Survey and Data analysis and knowledge of BPL scheme. 	<ul style="list-style-type: none"> related activities including surveys, analysis and BPL scheme implementation · Effective contract management and ensuring the deliverables.
M&E & MIS Expert	2 Months	<ul style="list-style-type: none"> · Masters degree in Social Science · Knowledge of designing MIS formats for M&E · Excellent communication, interpersonal and team working skills · Fluency in English and Hindi 	<ul style="list-style-type: none"> · Must have atleast 10 years of work experience and through knowledge designing IT based M&E systems, understand clients access and data requirements, developing requisite M&E formats and necessary survey questionnaires 	<ul style="list-style-type: none"> · Support procurement of engaging M&E expert including third party evaluations
HR/OD Expert	2 Months	<ul style="list-style-type: none"> · MBA in Human Resource Management · Computer proficiency in MS Office · Excellent communication, interpersonal and team working skills 	<ul style="list-style-type: none"> · Atleast 8 years of post qualification experience in HR, OD and Training related procurement, · Should have thorough understanding of end to end HRIS including Performance Management System 	<ul style="list-style-type: none"> · Assist in designing the tender documents for end to end HRIS including Performance Management System · Effective contract management for successful implementation of HRIS · Follow up with the client and the vendor for data collection, report

				generation etc.
RDD expert	6 months	<ul style="list-style-type: none"> · Masters in the Rural Development & Planning and related studies · Computer proficiency in MS Office · Excellent communication, interpersonal and team working skills · Fluency in English and Hindi 	<ul style="list-style-type: none"> · Must have atleast 10 years of work experience out of which 3 years in the management consulting domain 	<ul style="list-style-type: none"> · Provide critical domain inputs · Quality check of the ToRs prepared and ensuring the correctness from the domain point of view

Note:

1. All the consultants except the PSA PMU team are not full time and can be deployed based on the need. The team leader (apart from other availability requirements as per the need of the project), must be available for monthly meeting in Patna for the entire project period. Consultants also have the provision for working offsite and can visit the site depending on the requirements.
2. The operational team required to provide operational support for Procurement, contract and coordination management should not be disturbed from providing such support for ensuring procurement consulting related deliverables. The consultant is required to plan for resource availability accordingly.
3. The Consultant is also required to support the client in establishing a panel of Panel of External Experts, who can be called upon to support the Client in procurement decisions. Such panel are expected to be invitees of the Client and costs borne directly by the Client. An Indicative list of such expertise that may be required and experts who can be accessed by the consultant is required to be indicated in Form Tech 5

VIII. Indicative Payment Terms

S. No.	Milestone Linked Payment	Payment Percentage
Consulting Outputs		
1	On approval of Inception Report	10%
2	On approval of Procurement Rules and Procedures for BRDS	25%
3	On approval of Procurement function Organization and HR structure design for	10%

S. No.	Milestone Linked Payment	Payment Percentage
	BRDS	
4	Community based contracting procedure	10%
5	On approval of Concept and Implementation Report on e-procurement for BRDS	20%
6	On approval of Training Plan	10%
7	On approval of Exit & Knowledge Transfer	15%
	Total:	100% of the consulting fee
Coordination, Contract Management		
8	Input based	100% payment on a Pro rate quarterly basis

1. This is both output and input based contract
2. Payments for outputs will be based on the approved outputs by the client
3. Payment for input based will be made based on the inputs of consultants on a quarterly basis.
4. The consultant will be required to prepare a detailed time and effort plan based on the agreed procurement plans and obtain approval for the same.

VIII. Duty Station & Travel to Field Locations

1. The PSAPMU will be based out of RDD/ BRDS Patna or any other place to be finalized within Patna. For effective monitoring during implementation the PSAPMU and other key experts will be required to travel to oversee contract implementation, for handholding support and training. The Client will arrange for the local travel and accommodation within Bihar and Outside on project specific work. It may however be noted that all travel needs to be approved specifically by the Client.

IX. Responsibilities of the Client

1. The consultant would be given access to all documents, correspondence, and any other information related to the project and deemed necessary by the Consultant. The Client will issue necessary orders to all field offices in this regard for smooth functioning of PSA.
2. Designate an Officer responsible for management and coordination of this TA.

3. Facilitate discussions with key stakeholders
4. Provide the Consultant with necessary authorisation to procure information from government departments.
5. Provide timely feedback and support for PSA to achieve its deliverables
6. Provide office space for accommodating the onsite PSAPMU consultants

X. Infrastructure to be Provided by the Consultants

1. Arrange for all transportation and travelling required for the TA
2. Arrange for all equipment and working infrastructure including their furniture , laptop with datacards, mobile phones as well as printing , fax and photocopying facility
3. Arrange its own translations, communication, data processing, printing stationeries and productions of all reports
4. Arrange the various workshops to be held
5. Work closely with the client at all stages of the TA.
6. Hand over all data, reports and other collected material to the client.
7. The costs for this infrastructure should be subsumed in the costs quoted by the Consultant.

In addition, all operational records and working documents of the PSA(in all forms) including the time and full participation of key personnel will be made available to the third party audit agency of the Client , as and when required.

XI. Reporting Arrangements

1. Reporting structure will be established by the client and the consultants shall report to the officer nominated by the department. The consultants are also expected to work closely with the existing Reform Support Unit (RSU) of RDD, GOB.

INDICATIVE LIST OF PROCUREMENT REQUIREMENTS AT RDD IN THE SHORT TO MEDIUM TERM¹

The key areas for procurement support fall under the following categories (illustrative and not exhaustive).

- a. Procurement of office supplies and equipment
- b. Procurement of facilities management services
- c. Procurement of professional outsourced services for outsourced IT facilities provision, supply of manpower , BPO services, finance, accounting , auditing and evaluation services etc
- d. Procurement of IT hardware services, including models that use IaaS/ cloud services.
- e. Procurement of software and e-governance solutions.
- f. Community based / community –led procurement /community contracting procedures
- g. Rate contracts
- h. PPP based procurements for implementation of programs
- i. Project Management and Technical Support Services Procurement.
- j. Support RDD / BRDS in empanelment of PSAs for transition management.

Some specific examples of procurement needs are listed below-

¹ This is only an indicative list and not the full list of procurement to be undertaken.

1. HIRING OF AGENCY FOR THIRD PARTY VERIFICATION OF HOUSES BEING CONSTRUCTED UNDER IAY THROUGH MIS
2. EMPANELLING AND PROCURING THE SERVICES OF CHARTERED ACCOUNTANTS FOR ALL ACCOUNTING ACTIVITIES
3. EMPANELMENT AND RATE CONTRACT FOR PROCURING COMPUTER EQUIPMENTS
4. EMPANELMENT AND RATE CONTRACT FOR PHOTOCOPYING PAPER AND PRINTING OF ANNUAL REPORTS ETC.
5. HIRING OF COMPUTER PROGRAMMERS AND DATA ENTRY OPERATORS
6. HIRING OF VERIFICATION AND INVESTIGATIVE AGENCY SERVICES FOR REQUESTS AND COMPLAINTS THROUGH THIRD PARTY VERIFICATION
7. PROCUREMENT OF GENERATORS AND OFFICE CLEANING SERVICES
8. HIRING OF AGENCY FOR DEVELOPING AND IMPLEMENTING DOCUMENT MANAGEMENT SYSTEM
9. PROCURING AGENCY FOR DEVELOPING WEBSITE INCLUDING MAINTENANCE
10. PROCURING AGENCY FOR DEVELOPING VARIOUS E-GOVERNANCE SOLUTIONS FOR THE DEPARTMENT²
11. DEVELOPING A SEARCHABLE WEB ENABLED DATA BASE OF CIRCULARS AND INSTRUCTIONS ISSUED BY GOI AND GOB
12. PROCURING OFFICE FURNITURE
13. ENGAGING AN AGENCY FOR VEHICLE MAINTENANCE AND REPAIR
14. PROCURING NEW VEHICLES
15. PROCURING OF AGENCY FOR DEPLOYING THE IT ENABLED BACK OFFICE AND FRONT OFFICE SOLUTIONS BEING PLANNED BY THE DEPARTMENT
16. PROCURING OFFICE EQUIPMENT
17. PROCURING OF AGENCY FOR DESIGNING AND DELIVERING TRAINING MODULES
18. PROCURING AGENCY FOR IMPLEMENTING BPR RECOMMENDATIONS (STUDY CURRENTLY BEING DONE)

² The list of various software to be developed will be made available to the winning firm.

IV. TECHNICAL PROPOSAL - STANDARD FORMS

[Comments in brackets [] provide guidance to the short listed Consultants for the preparation of their Technical Proposals; they should be deleted from the Technical Proposals to be submitted.]

The following standard forms are enclosed here.

Form TECH 1 – Cover letter for submission of Technical Proposal.

Form TECH 2 – Bidder’s Organisation and Experience (Part A – Organization details of the Bidder.

Form TECH 2- Bidder’s Organisation and Experience (Part B– Compliance with Eligibility Criteria)

Form TECH 2 –Summary of information relating to Evaluation Criteria

Form TECH 2- Bidder’s Organisation and Experience (Part C– Bidder’s experience in Procurement related project, specifically for State/Central governments/PSU.)

Form TECH 3 – Comments and suggestion on Terms of Reference.

Form TECH 4 – Description of Approach, Methodology and Work Plan for performing the Assignment.

Form TECH 5 – Team composition and Task Assignments.

Form TECH 6 – CV for proposed professional staff.

Form TECH 7 – Work Schedule.

Form TECH-8 – Consortium Agreement Format.

Form TECH-1. Cover Letter for Submission of Technical Proposal
(On company Letterhead of Lead Partner)

[Location, Date]

To:

The Chairman
Bihar Rural Development Society (BRDS)
Rural Development Department,
Government of Bihar, Main Secretariat,
Patna 800 015 (Bihar)

Subject: Technical Proposal in response to Request for Proposal for Procurement Support Agency for BRDS, Rural Development Department, Government of Bihar.

Ref: < Bidder to input reference >

Dear Sir:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹. The Proposal fees and EMD are enclosed along with this Proposal. [Insert details of fees and EMD]

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]¹

We hereby declare, on our behalf and on behalf of our consortium partners that all the information and statements made in this Proposal are true and accept that any misrepresentation contained in it may lead to our disqualification. We also affirm that we have not been blacklisted by any government organization in India, in the past.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph 9 of Chapter 2, we undertake to negotiate on the basis of the proposed staff and costs. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph 20 of Chapter 2.

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

It is hereby affirmed that I/We are duly authorized to act on behalf of our organization and empowered to sign this document as well as such other documents that bind our organization into legal agreements with the (insert name of the Client) as may be required

with reference to the subject mentioned above. We hereby enclose a copy of our Board Resolution/ Power of attorney / Others¹, in support of the same.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Seal: _____

NOTE 1: Please specify as relevant

Enclosed: [Please list all relevant enclosures with page references]

Form TECH-2. Bidder's Organization and Experience

Part A - Organization Details of the Consultant

(All Contact information should be complete and include telephone, fax and email details. In case of a Consortium, this Form should be filled separately for each Consortium Partner and duly signed and sealed.)

Name of the Organization									
Whether designated as Lead Partner (Y/N)									
Registered Office Address									
Year of Establishment in India									
Year of Establishment									
Core Business of the Organization									
Legal Basis if Organization in India (Public Limited Company, Private Limited Company, Partnership Firm, Others-Pl. Specify)									
Registration Number and Certificate under applicable law. (Refer page number of Proposal where proof is attached)									
Name, Title & Contacts of the Head of the Organization in India.									
Name, Title and Contacts of the Authorized Signatory									
Name, Title and Contacts of the Person to whom all communication is to be addressed.									
Total Annual Turnover (Enclose audited annual financial statements)	<table border="1"> <thead> <tr> <th>Year</th> <th>Audited(Y/N)</th> </tr> </thead> <tbody> <tr> <td>2009-10</td> <td></td> </tr> <tr> <td>2008-09</td> <td></td> </tr> <tr> <td>2007-08</td> <td></td> </tr> </tbody> </table>	Year	Audited(Y/N)	2009-10		2008-09		2007-08	
Year	Audited(Y/N)								
2009-10									
2008-09									
2007-08									
Annual Turnover from Consulting Activities (Enclose certificate from Chartered Accountant)	<table border="1"> <thead> <tr> <th>Year</th> <th>Audited(Y/N)</th> </tr> </thead> <tbody> <tr> <td>2009-10</td> <td></td> </tr> <tr> <td>2008-09</td> <td></td> </tr> <tr> <td>2007-08</td> <td></td> </tr> </tbody> </table>	Year	Audited(Y/N)	2009-10		2008-09		2007-08	
Year	Audited(Y/N)								
2009-10									
2008-09									
2007-08									
Consortium Details									
Total number of permanent employees in the organization in India.									

Form TECH-2. Bidder's Organization and Experience

PART B – Compliance with Eligibility Criteria

(This form is to be filled separately for each of the Consortium Partners and signed and sealed by both the Consortium Partner and the Lead Partner)

Note:

1. In addition to what is noted below, lease copy each of the Eligibility Criteria mentioned in Paragraph 4 of Chapter II and fill in the conformance details in the respective columns of the table below.

Name of the Organisation: < input >

Sr. No.	Criteria (1)	Whether fulfils - Yes/No	Supporting Details with Reference to Annexure/Page numbers in the Technical Proposal.

Note: Along with the above, the following documents are also to be submitted

1. Board resolution / Power of Attorney / Other relevant document regarding representative authorisation to submit the proposal
2. Details of EMD

Form TECH-2. Bidder's Organization and Experience

Part C – Summary of Compliance information relating to Evaluation Criteria

Sr. No.	Criteria	Sub Criteria	Relevant experience	Supporting Details with Reference to Annexure/Page numbers in the Technical Proposal.

Form TECH-2. Bidder's Organization and Experience

PART D- Bidder's Experience

(Using the format below, provide required information for items in para 15 1 (i) to (viii) in Chapter II – Instructions to Bidders for which your organisation was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Bidders should highlight the relevant experience against each criteria and sub criteria)

Provide information on the most recent five projects. The Client will be free to contact any or all of the references as a part of the evaluation diligence process.)

Sr. No.	Item	Details	Supporting documents with reference to Page Numbers in the Technical Proposal
A	General Information		
A.1	Client Name and Full Contact Information		
A.2	Key Client Contact Details for reference check		
A.3	Role of your organization in the Project		
A.4	Enclose copies of Work Order or Certificate of Completion of Work and Client Testimonials.		
B	Project Details		
B.1	Title of the Project		
B.2	Period of the Project		
B.3	Current Status of the Project		
B.4	Geographical scope of the Project		
C	Size of the Project		
C.1	Order Value of the Project (in Crore of INR)		
C.2	Total Cost of Services Provided by the Bidder.		
E	Brief Description of Project and specific Deliverables		
F	Name of associated Staff with the Project	Name of senior core professional staff of your firm involved and functions	

		performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader)	
G	Results of the assignment	Mention the key outcomes of the assignment	

Form TECH-3. Comments and Suggestions on the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (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 also incorporated in your Technical Proposal and duly taken into account for costing in the Financial Proposal. Please ensure that each of the comments / suggestions highlighted here is duly referenced to the Technical Proposal]

Form TECH-4. Description of Approach, Methodology and Work Plan for Performing the Assignment

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (not more than 50 pages, inclusive of charts and diagrams and in alignment with the scope of work) divided into the following three chapters:

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

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach specifically highlighting:

- Overall approach to deliverables
- Approach to building capacity for procurement management across BRDS and RDD
- Method of proactively ensuring and demonstrating quality in delivery of the assignment
- Tools and methodologies for performance monitoring of the PSA by BRDS, RDD , under this assignment
- Transition and Exit Plan

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-7.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff. The Staffing should be consistent with Form Tech 5

Form TECH-5. Team Composition and Task Assignments

Name of Staff	Firm	Permanent / Contractual	Total Number of years of relevant experience and area of Expertise	Position Assigned	Task Assigned
Core Staff					
Panel of Experts					

Form TECH-6. Curriculum Vitae (CV) for Proposed Professional Staff

1. Proposed Position: _____
2. Name of Firm [Insert name of firm proposing the staff]: _____

3. Name of Staff [Insert full name]: _____
4. Date of Birth: _____ Nationality: _____
5. Education (Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment): _____

6. Membership of Professional Associations (as relevant to the current assignment)

7. Other Training and Certification (Indicate significant training and certification as relevant to the current assignment)

8. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: _____

9. Employment Record [Starting with present position, list in reverse order every employment held by staff member for last 10 years in descending order giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

Period of employment	Employer name	Level of Responsibility	Brief description of responsibilities

<p>11. Detailed Tasks Assigned</p> <p>[List all tasks to be performed under this assignment]</p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Level of Responsibility: _____</p> <p>Activities performed: _____</p>
--	---

13. Certification:

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

_____ Date: _____
 [Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative: _____

Form TECH-7. Work Schedule

(For each phase of work as mentioned in the ToR, please provide breakdown of work schedule. The Reports mentioned should be in conformance with the Deliverables mentioned in Chapter III – Terms of Reference.

Phase # _____

N°	Activity	Months												
		1	2	3	4	5	6	7	8	9	10	11	12	n
Procurement Consulting														
Input Based Phase- Procurement , Contract and Coordination Management Support														

Note:

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

V. FINANCIAL PROPOSAL - STANDARD FORMS

[Comments in brackets [] provide guidance to the short listed Bidders for the preparation of their Financial Proposals; they should be deleted from the Financial Proposals to be submitted.]

The standard forms include:

Form FIN-1 – Cover Letter for Submission of Financial Proposal.

Form FIN-2 – Financial Proposal.

Form FIN-3 – Breakdown of Consulting fee.

Form FIN-4 – Breakdown of Remuneration.

Form FIN-5 – Proforma for Performance Bank Guarantee

Form FIN-1. Cover Letter for Submission of Financial Proposal

[Location, Date]

To:

The Chairman
Bihar Rural Development Society,
Rural Development Department, Govt. of Bihar,
Main Secretariat, Patna 800 015 (Bihar)

Dear Sir:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period as specified in paragraph 9 of Chapter II.

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 Bidder: _____

Address: _____

1 Amounts must coincide with the ones indicated under Total Cost of Financial Proposal in Form FIN-2.

Form FIN-2. Financial Proposal

S. No	Item	Cost (INR)
1.	Total Consulting Fees (Lumspum)	
2.	Total Input Fees (FIN 3)	
3.	Taxes (Provide details of taxes and duties)	
	TOTAL	
	Total in Words	

Note

1. Indicate the total costs excluding taxes to be paid by the Client. Such total costs must be comprehensive and inclusive of all services to be provided as per the scope of work mentioned in the TOR. The Costs quoted above shall be inclusive of costs pertaining to consultants travel from their head office to the project head quarters.
2. The local travel and stay (within Bihar and outside) for project specific will be borne by the client. The consultants have to take the approval of the client for any such visit.

Form FIN-3. Breakdown of Remuneration

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

S. No	Name of the proposed expert	Position	Employment Status	Indicated number of input months (as per section VII of the ToR	Rate per Staff month (INR)	Cost (INR)
	TOTAL (B)					

1. Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-5.
2. Professional Staff should be indicated individually; Support Staff should be indicated per category if proposed
3. The Staff month rate shall be used the unit basis for pro-rata calculation of input-fees for Procurement, Contract management and Coordination support. The total cost will be the basis for financial evaluation and should tally with the figure proposed under serial number 1 under FIN 2.

Form FIN 4. Proforma for Performance Bank Guarantee

To,

Chariman
Bihar Rural Development Society
Rural Development Department, Govt. of Bihar,
Main Secretariat, Patna 800 015 (Bihar)

Dear Sir,

Performance Bank Guarantee for RFP for the Procurement Support Agency for BRDS, Rural Development Department, Government of Bihar.

WHEREAS

M/s. <<(name of Bidder)>>, an organization registered under _____, having its registered and corporate office at <<(address of the Consultant)>> (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated (Herein after, referred to as “Contract”) with you (Bihar Rural Development Society, Rural Development Department, Government of Bihar) for Procurement Support Agency BRDS, RDD, Government of Bihar in the said contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of Bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an <<amount INR >>, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent. In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, <<(name and address of the bank)>>, have agreed to issue this Performance Bank Guarantee. Therefore, we <<(name and address of the bank)>> hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of <<INR (in words and figures)>> without any demur. Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) /breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till the completion of _____ years from the date of signing of the contract, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until the completion of the project period, which will be up to _____ years from the date of signing of the contract.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We hereby expressly waive all our rights:

- (i) Requiring to pursue legal remedies against; and
- (ii) For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to <<INR amount>> and shall continue to exist, subject to the terms

and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed INR [Insert Amount] (Rs. *Insert amount in words* only); This Performance Bank Guarantee shall be valid for a period of _____ years from the date of signing of the contract; and we are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before.....(i.e. completion date of the project period for the proposed services to purchaser).

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry.

If the bank does not receive the Performance Bank Guarantee within the abovementioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this Day 2011

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation