Pre-Bid Queries Reply cum Corrigendum -4 for Engagement of Transaction Advisor Cum Project Management Unit for Bihar State Tourism Development Corporation Limited.

Sr No.	Clause as per RFP	Queries / clarification raised by bidder	BSTDC Reply
M/s Choice Consultancy Services Pvt. Ltd.			
1	Page no. 14, 3. GENERAL ELIGIBILITY CRITERIA (Sr. no. 2) Annual turnover and Net Worth The Bidder must have an average annual turnover of INR 300 crores or above in last 3 Financial Years (FY 2022-23, 2023-24 and 2024-25). The Bidder should have a positive net worth as on 31-03-2026 **Documentary Evidence:** • A certificate from Chartered Accountant should be submitted for Annual Turnover and Net worth.	Revised Clause: GENERAL ELIGIBILITY CRITERIA (Sr. no. 2) Annual turnover and Net Worth The Bidder must have an average annual turnover of INR 50 Crore (Rupees Fifty Crore) in last 3 Financial Years (FY 2022-23, 2023-24, 2024-25 and 2025-26). The Bidder should have a positive net worth as on 31-03-2026 Revised Clause: Financial Turnover - 20 Marks Minimum INR – 50 Crores – 10 Marks More than INR – 50 but up to INR 100 Crore – 12 Marks More than INR – 100 Crore but up to INR 150 Crores – 15 Marks More than INR 150 Crores – 20 Marks	**As per RFP**
2	Page no. 19, 9.1. Evaluation of Technical Proposals (Sr. no. 2) Financial Turnover - 20 Marks Minimum INR – 300 Crores – 10 Marks More than INR – 300 but up to INR 400 Crore – 12 Marks More than INR – 400 Crore but up to INR 500 Crores – 15 Marks	Justification: In Government consulting procurements, the turnover requirement is generally limited to a reasonable threshold (typically around 30% of the estimated project cost) to assess financial capacity, rather than to differentiate technical merit. The Government of India has also reiterated this through its Office Memorandum dated 22 July 2026, advising procuring entities to avoid restrictive turnover criteria and promote wider competition. As per the Department of Expenditure's Manual for Procurement of Consultancy Services (Second Edition, 2025), qualification criteria should be reasonable, assignment-	**As per RFP**

Sr No.	Clause as per RFP	Queries / clarification raised by bidder	BSTDC Reply
	More than INR 500 Crores – 20 Marks	specific, and not mechanically linked to the project value. Accordingly, we request the Authority to suitably relax the turnover requirement to encourage participation of technically qualified firms while ensuring quality of services. Further, it is requested that FY 2025-26 also be considered while calculating the average annual turnover. Considering the latest audited financial year will provide a more accurate representation of the bidder's current financial strength and ensure equal opportunity for all eligible bidders.	
3	Page no. 12, 2.2. Key Resources (Sr. no. 4)	Revised Clause: Finance Expert CA/CS/ICWA/**MBA (Finance)** with 3 years of post-qualification experience in the finance sector. Minimum 1 year experience with Government shall be desirable. **Justification:** The scope of work for the Finance Expert includes financial modelling, financial feasibility assessment, project bankability analysis, PPP structuring, transaction advisory, revenue estimation, commercial evaluation, procurement support, and assistance in achieving commercial and financial closure. These responsibilities primarily require expertise in corporate finance, project finance, financial analysis, and investment appraisal. Professionals holding an MBA (Finance) possess specialized knowledge and practical experience in these areas and are extensively engaged in Government consulting, infrastructure advisory, PPP projects, transaction advisory, and project finance assignments. Since the assignment does not primarily involve statutory audit, taxation, or company law compliance, restricting the	**As per RFP**

Sr No.	Clause as per RFP	Queries / clarification raised by bidder	BSTDC Reply
		qualification exclusively to CA/CS/ICWA may unnecessarily limit competition without adding commensurate value to the assignment. Accordingly, it is requested that MBA (Finance) be included as an equivalent qualification for the Finance Expert. The requirement of relevant post-qualification experience will continue to ensure that only suitably qualified and experienced professionals are deployed for the assignment.	
4	Page no. 14, 3. GENERAL ELIGIBILITY CRITERIA (sr. no.4) Empanelment under DEA The bidder shall be Transaction Advisor under "Pannel - A" empanelled by Department of Economic Affairs (DEA) vide notification letter dated 05.02.2026	It is requested that the Authority may kindly consider relaxing the mandatory requirement of DEA Panel-A empanelment and allow participation of bidders having demonstrable experience in providing PPP Transaction Advisory / Project Management Consultancy (PMC) / Project Management Unit (PMU) services for Central Government Departments, State Government Departments, Government Agencies, PSUs, Statutory Authorities, or Multilateral Agencies. **Justification:** The scope of the present assignment is a comprehensive Project Management Unit (PMU) engagement involving project identification, feasibility assessment, tourism infrastructure planning, PPP structuring, financial modelling, procurement support, contract management, stakeholder coordination, implementation monitoring, and reporting support. While PPP Transaction Advisory is an important component of the assignment, the overall scope extends beyond transaction advisory services alone. Therefore, restricting eligibility exclusively to firms empanelled under DEA Panel-A may unnecessarily limit participation of technically qualified consulting firms having extensive experience in delivering similar PMU/PMC and PPP advisory assignments.	**As per RFP**

Sr No.	Clause as per RFP	Queries / clarification raised by bidder	BSTDC Reply
		DEA empanelment is one mechanism for assessing PPP advisory capability; however, successful execution of similar Government assignments, demonstrated PPP transaction experience, qualified technical resources, and relevant project credentials are equally relevant indicators of a bidder's capability. Accordingly, it is requested that the Authority may kindly revise the clause to permit either: DEA Panel-A empanelled Transaction Advisors; or Firms having successfully undertaken similar PPP Transaction Advisory / PMU / PMC assignments for Government entities, PSUs, or statutory bodies. The proposed modification will encourage wider participation of experienced consultants while ensuring that only technically capable firms with relevant expertise are considered.	
5	Page no. 19, 9.1. Evaluation of Technical Proposals	The Experience Evaluation Criteria (Clause 9.1, Sl. No. 1) provides a maximum of 35 marks; however, the individual sub-criteria A (20 marks), B (20 marks), and C (10 marks) cumulatively add up to 50 marks. It is requested that the Authority kindly clarify the applicable marking methodology and revise the evaluation matrix, if required, to avoid ambiguity during technical evaluation.	Please read 50 Marks instead of 35 Marks
6	Page no. 19, 9.1. Evaluation of Technical Proposals (Sr. no. 1B) Bidder should have experience of PPP Projects as a Transaction Advisor in the past 7 years ending on 31st march 2026.	"It is requested that the Authority may kindly consider allowing experience in PPP advisory / infrastructure advisory / project development / PMC / PMU assignments for Government entities, PSUs, or statutory authorities as eligible experience for evaluation under the above criteria. Alternatively, it is requested that bidders having substantial experience in government PMU/PMC assignments involving project planning, feasibility assessment,	**As per RFP**

Sr No.	Clause as per RFP	Queries / clarification raised by bidder	BSTDC Reply
7	Page no. 19, 9.1. Evaluation of Technical Proposals (Sr. no. 1C)	procurement support, financial analysis, and implementation monitoring may also be awarded appropriate marks under these criteria. **Justification:** The scope of the assignment is not limited to PPP Transaction Advisory services and involves end-to-end PMU support including project identification, feasibility assessment, DPR review, selection of suitable implementation models such as EPC, PPP, BOT, DBFOT, O&M, procurement support, and project monitoring. Therefore, relevant experience in PMU/PMC, infrastructure advisory, project development, and implementation support assignments is equally important for successful delivery of the assignment. Restricting evaluation only to PPP Transaction Advisory experience may limit participation of technically qualified firms having relevant experience in managing complex Government projects. It is requested that equivalent relevant experience in PMU/PMC and infrastructure advisory assignments may also be considered for evaluation. "	**As per RFP**
Forvis Mazars LLP			
8	Clause 3 GENERAL ELIGIBILITY CRITERIA S. No. 02 Pg No.14 Annual turnover and Net Worth The Bidder must have an average annual turnover of INR 300 crores or above in last 3 Financial Years (FY 2022-23, 2023-24 and 2024-25).	We request you to kindly relax the minimum average annual turnover requirement from INR 300 Crore to INR 50 Crore for the last three Financial Years (FY 2022-23, FY 2023-24 and FY 2024-25). The proposed turnover requirement of INR 300 Crore appears significantly high considering the scope and scale of the assignment and may restrict participation. Further, as per the principles of GFR-based procurement, eligibility criteria should be reasonable and proportionate to the nature and value of the assignment.	**As per RFP**

Sr No.	Clause as per RFP	Queries / clarification raised by bidder	BSTDC Reply
		A turnover threshold of INR 300 Crore may also limit competition, as only a very small number of firms in the relevant DEA empanelment list, may meet such a high financial criterion. This could restrict wider participation and reduce competition.	
9	**Clause 9.1. Evaluation of Technical Proposals S. No. 02 Pg No.19** Financial Turnover Minimum INR – 300 Crores – 10 Marks More than INR – 300 but up to INR 400 Crore – 12 Marks More than INR – 400 Crore but up to INR 500 Crores – 15 Marks More than INR 500 Crores – 20 Marks	We request you to kindly revise the turnover-based evaluation criteria in line with the proposed relaxation of the minimum average annual turnover requirement from INR 300 Crore to INR 50 Crore. This scoring structure places significant emphasis on the financial size of the bidder rather than its relevant experience, technical capability and ability to successfully deliver the assignment.	**As per RFP**
10	**Pre-bid Meeting** Pre-bid Meeting: 05.08.2026, 4:00 PM	Kindly request you to provide link for online participation.	**Not required**
11	General	Submission Date: 2026-08-20, 03:00 PM We request the Authority to kindly extend the bid submission deadline by two weeks from the date of publication of the Pre-bid Replies, so that bidders have adequate time to incorporate the clarifications and prepare a comprehensive proposal.	Revised Submission Date & Bid Opening date is as follows: Bid submission date - 29-08-2026, 03:00 PM Technical Bid opening date - 31-08-2026, 03:00 PM
M/s PWC			
12	Clause 2.2, Point-4, Page -12 Key Resources Finance Expert	Request BSTDC include MBA Finance in the qualification.	**As per RFP**

Sr No.	Clause as per RFP	Queries / clarification raised by bidder	BSTDC Reply
	• CA/CS/ ICWA with 3 years of post-qualification experience in finance sector • Minimum 1 year Experience with Government shall be desirable		
13	Clause 2.2, Point-4, Page -12 Key resources Media Expert • Post Graduate in Mass communication with 3 years of relevant post-qualification experience.	(Request BSTDC to include MBA Marketing or equivalent in the qualification)	**As per RFP**
14	Clause 2.3, Point-a, Page-13 Project durations The selection of Bidders shall initially be for a period of 03 (Three) years with provision for a further two-year extension on the existing terms & conditions for a further period of two years)	(Please clarify the project duration, as there appears to be a discrepancy in the RFP. Clause 1-Background, last paragraph states "Selection of Project Management Unit (PMU) for BSTDC, Government of Bihar Undertaking" for a period of two (02) years, with a provision of annual extensions as per the requirement of the BSTDC. However, Clause 2.3 specifies the project duration as 3 years. Kindly confirm the correct project tenure)	Project duration is 3 years
15	Clause 9.1, Point 1A, Page -19 Specific experience of the Consultant relevant to the Assignment Bidder should have experience of undertaking (ongoing / completed) Program management Consultancy (PMC) / Program Management Unit (PMU) / Tourism PMU for any Government agency in the last 7 years. The duration of contract shall	(Request BSTDC to please update experience period requirement to 10 years instead of 7 years)	**As per RFP**

Sr No.	Clause as per RFP	Queries / clarification raised by bidder	BSTDC Reply
	not be less than 12 months and the total value of the contract should be more than 2 Crores.		
16	Clause 9.1, Point 1A, Page -19 Specific experience of the Consultant relevant to the Assignment (Bidder should have experience of undertaking (ongoing / completed) Program management Consultancy (PMC) / Program Management Unit (PMU) / Tourism PMU for any Government agency in the last 7 years. The duration of contract shall not be less than 12 months and the total value of the contract should be more than 2 Crores.)	(Request BSTDC to please update experience period requirement to 10 years instead of 7 years.)	**As per RFP**
17	Clause 9.1, Point 1A, Page -19 Specific experience of the Consultant relevant to the Assignment size of Successful PPP Projects undertaken in the past 7 years ending on 31st March 2026. Above 250 crores 2.5 mark for each project Above 100 crores 1 mark for each project	Request BSTDC to please update experience period requirement to 10 years instead of 7 years	**As per RFP**
18	Clause 9.1, Point 1C, Page - 19	Request BSTDC to please update experience period requirement to 10 years instead of 7 years.	**As per RFP**

Sr No.	Clause as per RFP	Queries / clarification raised by bidder	BSTDC Reply
	size of Successful PPP Projects undertaken in the past 7 years ending on 31st March 2026. • Above 250 crores 2.5 mark for each project • Above 100 crores 1 mark for each project		
19	Clause 2.1.6 Operational Support / Coordination and Reporting Note: For all transactions completed under the Transaction Advisory Services, where the Concession Agreement has been duly executed between the parties, the Agency shall be entitled to receive a concession fee equivalent to 1% of the total Project Value from the Private Developer.	We understand that the agency shall be entitled to receive the concession fee equivalent to 1% of the total project value upon the successful transaction over and above the concession fee of the PMU. Please confirm.	This clause stand **Deleted**
20	Clause 2.1.2, Page 11 PPP Structuring and end-to-end Transaction Advisory Services General Query	We request to clarify if the authority has any Project Inventory or list/pipeline of projects expected under PPP structuring.	**As per RFP**
M/s Knight Frank India			
21	Clause 2.2; Key Resources Urban Planning Expert Graduate/ Postgraduate in Urban Planning/ Architecture / Civil Engineering with 3 years of post-	We request to amend the educational requirement as mentioned in suggestions	**As per RFP**

Sr No.	Clause as per RFP	Queries / clarification raised by bidder	BSTDC Reply
	qualification experience in Urban Planning / Architecture / Civil Engineering Minimum 1 year Experience with Government shall be desirable	Graduate/ Postgraduate in Urban Planning/ Architecture / Civil Engineering with 3 years of post-qualification experience in Urban Planning / Architecture / Civil Engineering or equivalent	
22	Clause 2.2; Key Resources **Finance Expert** ✓ CA/CS/ ICWA with 3 years of post-qualification experience in finance sector ✓ Minimum 1 year Experience with Government shall be desirable	We understand that to carry out the duties of the Financial Expert, the keyperson should have a degree in Finance with hands on Experience in Financial modelling and Financial Feasibility etc We request the client to amend the requirement as following: - **Finance Expert** CA/CS/ ICWA MBA/PGDM in Finance or equivalent with 3 years of post-qualification experience in finance sector Minimum 1 year Experience with Government shall be desirable	**As per RFP**
23	Clause 2.2; Key Resources **Media Expert** Postgraduate in Mass communication with 3 years of relevant post-qualification experience.	We request to amend the educational requirement as mentioned in suggestions Postgraduate in Mass communication or **equivalent** with 3 years of relevant post-qualification experience	**As per RFP**
24	General Not Mentioned	Insurance for the deployed Key Personnels We request the client to clarify on nature of Insurance the Deployed key personnels are to be covered with.	**As per RFP**
25	Page 10; II Note: - Point 3 The authority may require additional resources for the above positions. These resources shall be deployed by the selected bidder at rates finalized for the respective positions in this RFP.	We request the client to clarify on whether the deployment fees are to be quoted at the RFP stage or are to be reimbursed to us on the Execution stage as per deployment.	If BSTD requires additional resources during the contract period, the agency shall deploy such additional resources as and when required by BSTDC. The remuneration for such additional resources shall be paid at the same rate as quoted by the Agency for the respective educational qualification / category of resource in the Financial bid.

Sr No.	Clause as per RFP	Queries / clarification raised by bidder	BSTDC Reply
26	Clause 3. GENERAL ELIGIBILITY CRITERIA; Point 7. And Page 18 of the RFP; ANNEXURE 4.1: Pre-Qualification Experience Details (Bidding entity: Only sole bidders will be eligible for the bid. Consortium / Joint venture in any form will not be allowed. However, for the purpose of evaluation of experience of the bidders, the experience of bidders / member firms / JV / Consortium will be considered. And Note: 1.Projects in consortium/JV shall not be accepted.	1.Projects in consortium/JV shall not be accepted. These two points contradicts each other; and we believe that the note in page 18 is a typo error Therefore, request the client to remove Projects in consortium/JV shall not be accepted. From the Note. These two points contradicts each other; and we believe that the note in page 18 is a typo error Therefore, request the client to remove Projects in consortium/JV shall not be accepted. From the Note	Revised clause is as follows; Projects in consortium/JV shall be accepted.
27	Page 19 of the RFP; ANNEXURE 4.2: Technical Qualification Experience Details	We believe that the project progress can also be established through fees received from the client and a CA certificate of fees , issued can be considered as a proof of completion We therefore request the client to amend the following as:- Documentary Evidence: • The Bidder should be able to submit following documentary evidence: • Work Order / CA certificate or Completion Certificate	**Revised Documentary Evidence - Technical experience as specified under clause General eligibility criteria and Evaluation of technical proposal** • The Bidder should be able to submit following documentary evidence: • Work Order / CA certificate or Completion Certificate
28	Clause 3. GENERAL ELIGIBILITY CRITERIA; Point 7. Point 3. **Consulting Experience / PMU Experience:** Bidder should have experience of undertaking (ongoing / completed) at least 1 Program management Consultancy (PMC) / Program	We understand that the PMC here refers to the Project Management consultancy and is a typo error also We believe that the project progress can also be established through fees received from the client and a CA certificate of fees , issued can be considered as a proof of completion **We request the client to amend the clause as below:-** **Consulting Experience / PMU Experience:** Bidder should have experience of undertaking (ongoing / completed) at least 1 Project management Consultancy (PMC) /	**PMC Stand for** **Project Management Consultancy/ Program Management Consultancy**

Sr No.	Clause as per RFP	Queries / clarification raised by bidder	BSTDC Reply
	Management Unit (PMU) / Tourism PMU for any Government agency in the last 7 years. The duration of contract shall not be less 12 months, and the total value of the contract should be more than 2 Crores. **Documentary Evidence**: The Bidder should be able to submit following documentary evidence: Work Order / Contract Agreement / Completion Certificate The bidder must provide details of the projects (as much as possible) for the evaluation committee to ascertain relevance.	Project Management Unit (PMU) / Tourism PMU for any Government agency in the last 7 years. The duration of contract shall not be less 12 months, and the total value of the contract should be more than 2 Crores. **Documentary Evidence**: The Bidder should be able to submit following documentary evidence: • Work Order / Contract Agreement / Completion Certificate/CA Certificate • The bidder must provide details of the projects (as much as possible) for the evaluation committee to ascertain relevance.	
29	Page 17; ANNEXURE 3: Turnover Details. Net-worth as on 31-March-2026: INR {Include both Amount in Figure and Amount in Words}	We understand that the audit for FY 2025-2026 is still undergoing. Hence the net-worth data till March-2026 is not available. **We request the client to amend as below:-** Net-worth as on 31-March-2025: INR {Include both Amount in Figure and Amount in Words}	Please read 31st March 2025 instead of 31st March 2026
30	Page 10, Background And Page 13, Clause 2.3. Project Duration "Selection of Project Management Unit (PMU) for BSTDC, Government of Bihar Undertaking" for a period of **two (02) years** with a provision of annual extensions as per the requirement of the BSTDC. And The selection of Bidders shall initially be for period a period of 03 (Three) years with provision for a further two-year extension on the existing terms &	There is ambiguity in the project duration, requesting you clarify what will be the total project duration accordingly it will affect the financial quotation.	Project duration is 3 years

Sr No.	Clause as per RFP	Queries / clarification raised by bidder	BSTDC Reply
	conditions for a further period of two years . shall be escalated every year @ 10% for the two year extended term		
31	General Not Mentioned in RFP We understand that to deliver the Scope outlined in the RFP, the Consultant is required to set-up a Office for the deployed PMU team.	We request the Client to clarify whether the client will provide space and other amenities for setting up of the PMU or the consultant will have to consider this into his scope. Also are the Software's and Hardware's to be used to deliver the scope are to be reimbursed or shall be included in the financials	Yes, BSTDC shall provide space for PMU team members, Printing facilities, Internet connectivity and other facility for daily office work.
32	General Last date of bid submission (online) is 20.08.2026 up to 1500 Hrs	In view of the upcoming public holidays viz., Independence Day, Onam and Raksha Bandhan the various certificates and payments necessary for submission may get affected. We request the client to Extend the Bid Submission date by at least 3 Weeks post publication of pre-bid queries in the E-procurement Portal.	Revised Submission Date & Bid Opening date is as follows: Bid submission date - 29-08-2026, 03:00 PM Technical Bid opening date - 31-08-2026, 03:00 PM
M/s Grant Thornton Bharat LLP			
33	Clause 2.1.3, Pg. 11 Planning and Project Development: Support in review of Master Plans for tourism destinations, tourism circuits and tourism clusters;	We request the Authority to kindly provide **an indicative list of ongoing and proposed tourism infrastructure projects**, expected to be undertaken during the contract period. This will enable bidders to appropriately assess resource requirements and deployment strategy.	**As per RFP**
34	Clause 2.2, Pg.12 Finance Expert Qualification: • CA/CS/ ICWA with 3 years of post-qualification experience in finance sector	We request the Authority to kindly include **MBA (Finance)/similar** in educational qualification and revise this criteria as: "CA/CS/ ICWA/MBA(Finance)/Similar with 3 years of post-qualification experience in finance sector"	**As per RFP**

Sr No.	Clause as per RFP	Queries / clarification raised by bidder	BSTDC Reply
	• Minimum 1 year Experience with Government shall be desirable		
35	Clause 2.2, Pg. 12 Urban Planning Expert: Graduate/Postgraduate in Urban Planning/ Architecture / Civil Engineering with 3 years of relevant experience	. We request the Authority to kindly remove the Civil Engineering qualification from the Urban Planning Expert position and restrict the qualification requirement to Urban Planning/Regional Planning/Architecture disciplines, considering the nature of planning-related activities envisaged under Clause 2.1.3.	**As per RFP**
36	Clause 2.1.3, Pg. 11 and Clause 2.2, Pg. 12 Scope includes review of Master Plans, Concept Plans, DPRs, infrastructure gap assessment and project development support.	Considering the scope of Infrastructure Gap Assessment, DPR review, concept plan, master plan related work, we request the Authority to kindly consider inclusion of an additional Infrastructure Expert/Civil Engineering Expert with experience in infrastructure planning, DPR review, project development, technical appraisal and project monitoring. This will ensure adequate technical support for infrastructure-focused activities envisaged under the assignment.	**As per RFP**
37	Clause 2.2, Pg. 12 Media Expert: Post Graduate in Mass Communication with 3 years of relevant post-qualification experience.	We request the Authority to kindly broaden the qualification criteria for the Media Expert position to include **Master's Degree/Post-Graduation/MBA in Marketing/Media/ Mass-Communications/Journalism/Advertising & Digital Marketing or equivalent disciplines** with relevant experience in media strategy, branding, stakeholder communication and promotion campaigns. This will enable participation of professionals possessing relevant expertise aligned with the scope of media and communication activities envisaged under the assignment.	**As per RFP**
38	2.3. Project Duration(b), Pg. 13 b. Upon extension of the contract, the rates shall be escalated every year @ 10% for the two year extended term.	We understand that the escalation will be given 10% for each year in case of extension.	**As per RFP**

Sr No.	Clause as per RFP	Queries / clarification raised by bidder	BSTDC Reply
39	Clause 3, Sr. No. 3 (Pg. 14) and Section 9.1(A), Pg. 19 Bidder should have experience of undertaking (ongoing/completed) PMC / PMU / Tourism PMU for any Government Agency in the last 7 years.	We understand that organizations having experience in deploying full-time experts at the client's premises under various engagement models and nomenclatures, such as **PMU, PMC, PMA, TSA, TSU, Mission Management Unit, or similar advisory/project implementation support assignments in tourism sector only**, shall be considered equivalent for the purpose of eligibility evaluation. We kindly request the Authority to confirm the same.	**Only Project management Consultancy / Program Management Consultancy / Project Management Unit Assignment shall be considered**
40	Fact Sheet, Pg. 8 Proposal Submission Due Date: 20.08.2026	Considering the extensive scope of work and the requirement of identifying and proposing qualified key experts, we request the Authority to kindly extend the Proposal Submission Due Date by three (3) weeks.	Revised Submission Date & Bid Opening date is as follows: Bid submission date - 29-08-2026, 03:00 PM Technical Bid opening date - 31-08-2026, 03:00 PM
41	Section 5, Pg. 15-16 and Annexure 6, Pg. 32 Section 5 stipulates online submission of Technical and Financial Proposals through the e-Procurement portal, whereas Annexure 6 states that the Financial Bid is to be submitted in a sealed envelope clearly marked "Financial Bid - Do Not Open with Technical Bid".	We request the Authority to kindly confirm that, in line with the e-tendering process prescribed under the RFP, only Tender Fee and EMD are required to be submitted in physical form and that **no separate hard copy submission of Technical Proposal** or Financial Proposal is required, kindly clarify	**No separate hard copy of Technical Proposal or Financial Proposal is required. Only proposal submitted through e-proc2 portal shall be considered**
42	Additional Clause Indemnification	We request authority to kindly add indemnity clause to indemnify both parties as suggested below: "The parties shall, subject to the provisions of the Agreement, indemnify to each other for any direct loss or damage that is caused due to any deficiency in services, fraud, misrepresentation, or omission of facts by the client/consultant or its personnel"	Clause read as follows; The parties shall, subject to the provisions of the Agreement, indemnify to each other for any direct loss or damage that is caused due to any deficiency in services, fraud, misrepresentation, or omission of facts by the client/consultant or its personnel.

Sr No.	Clause as per RFP	Queries / clarification raised by bidder	BSTDC Reply
43	Additional Clause Limitation of Liability	The RFP does not appear to contain an express limitation of liability clause. We request authority to kindly insert a clause stating that the aggregate liability of the selected bidder under the contract, whether in contract, tort, statute, indemnity, or otherwise, shall not exceed the total fees/contract value, except in cases of fraud or wilful misconduct.	The Consultant's liability under this Agreement shall be determined by the provisions hereof. 1.1.2. The Consultant shall, subject to the limitation specified in Clause 1.1.3, be liable to the Authority for any direct loss or damage accrued due to deficiency in Services rendered by it. 1.1.3. The Parties hereto agree that the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority: a) for any indirect or consequential loss or damage; and b) except in case of fraud or wilful misconduct on the part of the Consultant for any direct loss or damage that exceeds (a) the Agreement Value, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher
M/s CBRE South Asia Private Limited			
44	New Clause - Limitation of Liability	We request the authority to kindly confirm that the Liability of the consultant is limited to the fee only. Additionally, as seen in the other RFPs, the Liability clause is either included in the RFP or clarified and added in the queries itself. Hence, we request the authority to kindly include the clause for Limitation of Liability in RFP as- "In no circumstances shall Consultant's total liability for any direct damages under this Contract exceed the Fee paid to Consultant. Consultant shall not be liable to Client in tort (including negligence), breach of contract, breach of statutory duty or otherwise due to, under and/or arising out of or in connection with this Contract to the extent such loss or damage	1.1.1 The Consultant's liability under this Agreement shall be determined by the provisions hereof. 1.1.2. The Consultant shall, subject to the limitation specified in Clause 1.1.3, be liable to the Authority for any direct loss or damage accrued due to deficiency in Services rendered by it. 1.1.3. The Parties hereto agree that the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority: a) for any indirect or consequential loss or damage; and b) except in case of fraud or wilful misconduct on the part of the

Sr No.	Clause as per RFP	Queries / clarification raised by bidder	BSTDC Reply
		is consequential, indirect, special or punitive, whether or not Client had	Consultant for any direct loss or damage that exceeds (a) the Agreement Value, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.
45	CA Certificate as project proof (Page No. 14)	We would like to highlight that in certain cases; clients do not give Completion certificate. At times, several clients refrain from providing the Completion certificates. Additionally, many of the Clients' certificates do not highlight all the project details such as cost, size, fee, duration, and Scope of work of the project. Also, there are certain NDAs signed with clients, so we are restricted from sharing the Client certificates for some of the projects. Therefore, we request the authority to kindly allow the consultants to submit a CA Certificate / Self-attested declaration by the consultant's authorized signatory as proof reflecting that the fee in lieu of the work done has been received/Percentage of the fee has been received and thus the project has been completed mentioning the project details altogether along with any LOA/LOI/ Work order/ Contract agreement released by the client.	**As per RFP**
46	Letter to Award (LoA) to Developer as a project proof (Page No. 14)	We would like to highlight that there are certain completed transaction projects where the Letter of Award (LOA) has been issued to the developer; however, the final payment from the client is still pending. In such cases, we request the authority to kindly consider these projects as completed. The letter issued to the developer can be provided as valid supporting proof.	**As per RFP**
47	Multiple Transactions Under One Letter of Award (LoA) (Page No. 14)	There are instances where multiple transactions are executed under a single umbrella project or under a single LOA.	**As per RFP**

Sr No.	Clause as per RFP	Queries / clarification raised by bidder	BSTDC Reply
		In such cases, each completed transaction should be considered and counted as an individual project. We request the Authority to kindly confirm this interpretation.	
48	Key Personnel Qualifications (Page No. 12)	For the given experts, we request the authority to kindly allow MBA/PGDM or equivalent. A graduate with a Diploma/ PGDM/MBA holder with relevant experience in the field is an equally qualified resource to be executing the assignment. Moreover, in earlier times and as per AICTE norms, MBA was considered equivalent to PGDM. In this regard, we request the Authority to kindly allow MBA/PGDM or equivalent in any field with relevant experience.	**As per RFP**
49	EMD	We understand that the RFP requires bidders to submit an EMD of INR 10 Lakhs. We respectfully submit that the prescribed EMD amount is relatively high considering the nature of the consultancy assignment and may restrict participation from otherwise qualified Transaction Advisory and PMU firms. Accordingly, we request the Authority to kindly consider reducing the EMD amount to encourage wider participation and enhance competition amongst qualified bidders while maintaining the seriousness of the bidding process.	**As per RFP**
50	Key Personnel to be on the payroll of company (Page 12-13)	We request the authority to kindly clarify whether the proposed Key Personnel should be employees on the payroll of the bidder or not.	It is not necessary employees on the payroll of the bidder
51	General Eligibility Criteria – Consulting Experience / PMU Experience (Page No. 14)	We understand that the RFP requires bidders to demonstrate PMU/PMC/Tourism PMU experience undertaken within the last 7 years. We respectfully submit that PMU assignments, particularly those involving project development, infrastructure planning, tourism sector advisory, and institutional support, generally have long implementation timelines and continue to remain relevant over an extended period. Further, project implementation timelines across sectors were significantly impacted during the COVID-19 period (approximately two years), leading to delays in project execution, approvals, procurement, and overall completion	**As per RFP**

Sr No.	Clause as per RFP	Queries / clarification raised by bidder	BSTDC Reply
		schedules. As a result, limiting the experience window to the last 7 years may exclude several relevant and successfully executed assignments that continue to demonstrate the bidder's capability. Accordingly, we request the Authority to kindly consider allowing PMU/PMC/Tourism PMU experience undertaken within the last 10 years instead of 7 years. This would facilitate wider participation from experienced firms while ensuring that relevant and significant project experience is duly recognized. Furthermore, we assert that the project fee of INR 2 crores should not serve as a criterion for assessing a bidder's technical experience. This is because greater weightage should be given to the technical capability, institutional experience, and scope of services delivered by the consultant instead of the consultancy fee associated with the project. Therefore, we request the authority that the fee criterion should either be eliminated or reduced to INR 1 crores.	
52	Evaluation of Technical Proposals (Page No. 19)	**A. PMU / PMC / Tourism PMU Experience** We understand that the RFP requires bidders to demonstrate PMU/PMC/Tourism PMU experience undertaken within the last 7 years. We respectfully submit that project timelines were significantly impacted during the COVID-19 period resulting in delays in project execution and completion. Accordingly, we request the Authority to kindly consider allowing PMU/PMC/Tourism PMU experience undertaken within the last 10 years instead of 7 years. Further, considering that the primary objective of this assignment is establishment and operation of a PMU, we respectfully submit that greater emphasis should be placed on relevant PMU experience. Accordingly, we request the Authority to kindly allocate 10 marks per eligible PMU/PMC/Tourism PMU project instead of the currently prescribed marks of 4 marks. Additionally, as submitted under our earlier query, we respectfully submit that the minimum project fee criterion of INR 2 Crores is restrictive in nature and does not necessarily reflect the technical capability of the consultant. Accordingly, we request the Authority	**As per RFP**

Sr No.	Clause as per RFP	Queries / clarification raised by bidder	BSTDC Reply
		to kindly remove the minimum fee criterion or alternatively reduce it to INR 1 Crore. **B. PPP Projects as Transaction Advisor** We understand that the RFP requires bidders to demonstrate experience of PPP Projects as a Transaction Advisor within the last 7 years ending on 31st March 2026. We respectfully submit that the project timelines were significantly impacted during the COVID-19 period. Accordingly, we request the Authority to kindly consider allowing Transaction Advisory experience undertaken within the last 10 years instead of 7 years. Further, we understand that both ongoing and successfully completed PPP Transaction Advisory projects are eligible for consideration under this criterion. We request the Authority to kindly confirm our understanding. **C. Size of Successful PPP Projects** We understand that the RFP evaluates bidders based on the size of successful PPP projects undertaken in the past 7 years ending on 31st March 2026. Considering the extended development timelines of PPP projects and the disruptions caused during the COVID-19 period, we request the Authority to kindly consider allowing successful PPP projects undertaken within the last 10 years instead of 7 years. Further, we understand that successfully completed PPP projects shall be considered under this criterion. We request the Authority to kindly confirm our understanding-	
EY			
53	NIT As per NIT & RFP, the Bidder need to submit the following. • Tender processing Fees: INR 590/- • Tender Fee INR 5,000/	Request your kind clarification on correct Tender Processing Fees. As per eproc2 portal, the bidder needs to submit the following; Payment Type Amount • EMD (Refundable) 1000000 • Tender Fee (Non-Refundable) 5000 • Tender Processing Fee (Non -Refundable) 1180	Kindly considered • Tender Processing Fee (Non - Refundable) 1180

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	• Bid Security (EMD) INR 10,00,000/-		
54	BID SECURITY The Bid Security shall be submitted in the form of Bank Guarantee or Demand in favor of the Bihar State Tourism Development Corporation Limited, drawn on any scheduled Bank payable at Patna	Payment mode: ONLINE or Demand Draft mode or Bank Guarantee will be acceptable. If Bank Guarantee is acceptable, request BSTDC to share the format of Bank Guarantee Request for your kind clarification.	ONLINE or Demand Draft mode or Bank Guarantee will be acceptable in hard copy.
55	2.2. Key Resources Finance Expert: • CA/CS/ ICWA with 3 years of post-qualification experience in finance sector	We request BSTDC to also consider- MBA/PGDBM in Finance also.	**As per RFP**
56	New Clause	Draft Contract Agreement Request you to kindly share the draft contract agreement	Draft Contract Agreement Annexure-I of this document
		Limitation of Liability (presently not covered) We request you to kindly add the following. 1.1.1 The Consultant's liability under this Agreement shall be determined by the provisions hereof. 1.1.2. The Consultant shall, subject to the limitation specified in Clause 1.1.3, be liable to the Authority for any direct loss or damage accrued due to deficiency in Services rendered by it. 1.1.3. The Parties hereto agree that the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority: a) for any indirect or consequential loss or damage; and b) except in case of fraud or wilful misconduct on the part of the Consultant for any direct loss or damage that exceeds (a) the Agreement Value, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.	Revised clause read as follows 1.1.1 The Consultant's liability under this Agreement shall be determined by the provisions hereof. 1.1.2. The Consultant shall, subject to the limitation specified in Clause 1.1.3, be liable to the Authority for any direct loss or damage accrued due to deficiency in Services rendered by it. 1.1.3. The Parties hereto agree that the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority: a) for any indirect or consequential loss or damage; and b) except in case of fraud or wilful misconduct on the part of the Consultant for any direct loss or damage

Sr No.	Clause as per RFP	Queries / clarification raised by bidder	BSTDC Reply
			that exceeds (a) the Agreement Value, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.