

**DEVELOPMENT OF INFRASTRUCTURE PROJECTS
RANCHI MUNICIPAL CORPORATION**

Request for Proposal

For
Selection of Transaction Advisor &
Project Management Consultants
For
Development of Infrastructure Projects on PPP

**Ranchi Municipal Corporation
Kutchury Road,
Ranchi – 834001
(Jharkhand)
Phone: 0651-2211215, 2203469
Fax: 0651-2211777**



DISCLAIMER

This Request for Proposal (RFP) is issued by Ranchi Municipal Corporation (RMC).

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither Ranchi Municipal Corporation nor any of their officers or employees, nor any of their advisers nor consultants, accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment. It does not, and does not purport to, contain all the information that a recipient may require. Neither Ranchi Municipal Corporation nor any of their officers, employees nor any of its advisors nor consultants undertakes to provide any recipient with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein which may become apparent. Each recipient must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.

The RFP is not a prospectus or offer on invitation to the public in relation to the sale of shares, debentures or securities, nor shall this RFP or any part of it form the basis of or be relied upon in any way in connection with, any contract relating to any shares, debentures or securities.

In considering an investment, if any, in the proposed Project, each recipient should make its own independent assessment and seek its own professional, technical, financial and legal advice.

Information provided in this RFP to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The RMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The RMC accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP.



The RMC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

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1. Introduction

1.1 Background

Ranchi is the capital of the Indian state of Jharkhand, which was formed on 15 November, 2000. Jharkhand accounts for 40% of the mineral resources of India. Ranchi accounts for 50% mineral production of the state, nearing about 18% of nation's mineral production. For this reason Ranchi is also called the Manchester of the East. The name Ranchi comes from the name of a local bird. Up to 1927, the place was known as Rachi

Rapidly increasing population has put pressure on the existing commercial spaces. Ranchi being State capital, it attracts large number of visitors from neighboring towns and cities for procuring daily needs adding further pressure on the existing markets and commercial areas. Most of the existing commercial hubs and markets lack in basic amenities like parking, electricity and water supply, sanitation and aesthetics. Ranchi Municipal Corporation (RMC) has been always been the front runner in providing better infrastructure facilities to the people of the city of Ranchi. The main objective is to make Ranchi a truly beautiful world class city. Keeping this objective as priority, RMC has identified various sites to be developed as modern commercial complexes.

Sites are owned by RMC and are in use for various sundry purposes including temporary shops. RMC has taken a decision to develop these identified sites on Public Private Partnership (PPP) basis. Revenue earned from rentals and other commercial activities would be shared with the Developer over the concession period on mutually acceptable basis.

RMC now seeks the services of a Consultant to provide **Transaction Advisory and Project Management Consultancy** to assist RMC in selection of suitable Developers who would develop these projects on PPP. Developers would be expected to develop the proposed sites as per following concept:

1. Taxi Stand, Main Road: Area 6000 sq. ft. (approx)

Situated on main road in main business area, this taxi stand is to be developed into a multi-level parking having commercial complex on upper floor

2. Upper Bazaar: Area 3.0 Acres (approx)

About 200 hundred Kaccha shops currently occupy the area, which is to be re-developed into multi story commercial complex. Existing shopkeepers would have to be accommodated and allotted shops in the new complex.

3. New Daily Market:

About 318 temporary shops currently occupy the area, which is to be re-developed into multi story commercial complex. Existing shopkeepers would have to be accommodated and allotted shops in the new complex.



4. Hospital at Ghagra Doranda:

Area about- 3Acre open land, construction and operation of a modern Hospital having all necessary facilities on PPP.

The selected Consultant may however give suggestions for improvements supported by complete business plan for development of these sites PPP

Chief Executive Officer, RMC invites Request for Proposal (RFP) from eligible consultants to act as “**Transaction Advisor and Project Management Consultants**” as per Scope of Work listed in clause 3 for developing below mentioned sites on PPP:

1. Taxi Stand, Main Road
2. Upper Bazaar:
3. New Daily Market:
4. Hospital at Ghagra Doranda

With the objective of developing the projects under a Public Private Partnership (PPP) framework, RMC will carry out a transparent competitive bid process for identification of the of a Consultant to act as Transaction Advisor and Project Management Consultant.

The selected Consultant would also be responsible for supervision and monitoring of the construction / development activities and to ensure that the Project is developed in accordance with the Applicable Laws.

Detailed scope of work is mentioned in Clause 3 of this RFP.

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

1.2 Brief description of the Selection Process

The RMC has adopted a **single stage**, competitive selection process (“**Selection Process**”) for selection of the “Transaction Advisor and Project Management Consultant” for the Project.

The Proposal should necessarily be accompanied with Proposal Security as an EMD (Earnest Money Deposit) of **Rs.50,000 (Rupees Fifty Thousand only)**, without which a Proposal shall be considered non-responsive. The proposal security can be in the form of a Bank Demand Draft or Bank Guarantee from a nationalized or a schedule bank. The format for Bank Guarantee is given in the Schedule 6. The EMD to be submitted along with the Technical Proposal.

The Evaluation Process will be based on **Quality and Cost Based Selection (QCBS)**. Generally, the score (Pe) under the Technical Proposal submission would be the arithmetic sum of the marks assigned to each of the parameters listed for evaluation of Technical Proposal in this



RFP. Qualifying Marks for Technical Proposal shall be 70.

The Financial Proposals of those Bidders shall be opened and evaluated who qualify in Technical Proposal evaluation. The Financial Proposals shall be given scores as follows:

$P_f = 100 \times \text{Financial Proposal of Lowest Bidder} / \text{Financial Proposal of Bidder under consideration}$.

The Composite Score from Technical Proposal and Financial Proposal shall be computed as follows:

$$\text{Composite Score} = (P_e \times 0.8) + (P_f \times 0.2)$$

The Bidder obtaining the highest Composite Score would be declared as the Selected Bidder. During the Proposal Stage, Bidders are advised to examine the Project Sites in detail, and to carry out, at their cost, such studies as may be required for submitting their respective Proposals for the Project.

1.3 Sale of Invitation for RFP Document

Invitation for RFP document can be obtained from the address set out in Clause 1.6, for obtaining information with respect to the Conditions of Eligibility, Credentials and submissions required. Cost of RFP is Rs. 5,000/- (Rupees five Thousand Only/-), which shall be non-refundable. The Document Fee shall be in the form of a crossed demand draft drawn in favor of The Chief Executive Officer, Ranchi Municipal Corporation on any scheduled bank, payable at Ranchi. The document fee is non-refundable.

RFP may also be downloaded from website of RMC: www.ranchimunicipal.com. In case RFP is downloaded from the website, demand draft is to be submitted along with RFP.

1.4 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the Assignment and the local conditions before submitting the RFP by paying a visit to RMC area and the Project site, sending written queries to RMC etc.

1.5 Schedule of Bidding Process

The RMC shall endeavor to adhere to the following schedule:

S. No.	Event Description	Date
1.	Date of Issue	06.12.2010
2.	Last date of receiving Queries	14.12.2010



3.	Pre Bid Meeting	16.12.2010 at 2:00PM
4.	Last date of replying to queries by the Authority	18.12.2010
5.	Proposal Due Date	23.12.2010
6.	Opening of Technical Proposals	27.12.2010 at 3:00PM
7.	Technical Presentation & Opening of Financial Proposals	To be decided
8.	Issue of Letter of Award (LOA)	To be decided
9.	Execution of Service Agreement	To be decided

1.6 Communications

1.6.1. All communications including the submission of RFP should be addressed to:

Chief Executive Officer

Ranchi Municipal Corporation

Kutchury Road,

Ranchi – 834001

(Jharkhand)

Phone: 0651-2211215, 2203469

Fax: 0651-2211777

1.6.2. All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

**“Selection of Transaction Advisor &
Project Management Consultants
For
Development of Infrastructure Projects on PPP”**



PART A: GENERAL

2. INSTRUCTIONS TO APPLICANTS

2.1. Scope of RFP

2.1.1. Description of the objectives, broad scope of services and other requirements relating to this Assignment are specified in this Invitation for RFP Document.

2.1.2. Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by RMC through the Selection Process specified in this document. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that RMC's decisions are without any right of appeal whatsoever.

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

2.1.4. The Applicant shall submit its RFP in the form and manner specified in this Invitation for RFP document. The Applicants shall submit documents towards eligibility and qualification in accordance with provisions of Clause 2.2 and towards evaluation of their experience ("Credentials") for short-listing in accordance with provisions of Clause 4.

2.2. Conditions of Eligibility of Applicants

2.2.1. Applicants must read carefully the minimum conditions of eligibility provided herein.

2.2.2. The Applicants eligible for participating in the Assignment should be a single Business Entity (NO CONSORTIUM IS ALLOWED). For the purpose of this Invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act 1956 or a proprietorship firm. The Applicants may furnish the average annual turnover to fulfill criteria toward Eligible Experience and Financial Capability.

2.2.3. Any Applicant which has been barred by the Central/State Government in India, or any entity controlled by them, from participating in any project, and the bar subsists as on the RFP Due Date would not be eligible to submit its RFP.

2.3. Conflict of Interest

2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Assignment (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified.



2.3.2 RMC requires that the selected Consultant provides professional, objective, and impartial advice and at all times hold RMC's interests' paramount, avoid conflicts with other assignments or its own corporate interests, and act without any consideration for future work. The selected Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of RMC.

2.3.3 An Applicant shall be deemed to have a Conflict of Interest that affects the Selection Process, if

a. such Applicant receives or has received any direct or indirect subsidy from any other Applicant; or

b. such Applicant has the same legal representative for purposes of this application as any other Applicant; or

c. such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Application of either or each of the other Applicant; or

d. if there is a conflict among this and other consulting assignments of the Applicant (including its personnel and sub-consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Applicant depend on the circumstances of each case. While providing consultancy services to RMC for this Assignment, the Applicant shall not take up any assignment that by its nature will result in conflict with the present assignment; or

2.4. Number of RFPs

An Applicant is eligible to submit only one RFP for the Assignment. An Applicant shall not be entitled to submit another RFP.

2.5. Cost of preparation of RFP

The Applicants shall be responsible for all of the costs associated with the preparation of their RFPs and their participation in the Selection Process. RMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6. Validity of the RFP

The RFP shall be valid for a period of not less than 180 (one hundred eighty) days from the last date of submission of RFP ("RFP Due Date").

2.7. Site visit and verification of information

Applicants are encouraged to submit their respective RFPs after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, access to the



site(s), applicable laws and regulations or any other matter considered relevant by them. The Applicants have to arrange the sites visits themselves.

2.8. Acknowledgement by Applicant

2.8.1 It shall be deemed that by submitting the RFP, the Applicant has:

- a. Made a complete and careful examination of the RFP document;
- b. Received all relevant information requested from RMC;
- c. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Invitation for RFP document or furnished by or on behalf of RMC;
- d. Satisfied itself about all matters, things and information, necessary and required for submitting an informed RFP and performance of all of its obligations there under;
- e. Acknowledged that it does not have a Conflict of Interest; and
- f. Agreed to be bound by the undertaking provided by it under and in terms hereof.

2.8.2 RMC shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this Invitation for RFP document or the Selection Process, including any error or mistake therein or in any information or data given by RMC.

2.9. Right to reject any or all RFPs

2.9.1 Notwithstanding anything contained in this Invitation for RFP document, RMC reserves the right to accept or reject any RFP and to annul the Selection Process and reject all RFPs, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.9.2 RMC reserves the right to reject any RFP if:

- a. At any time, a material misrepresentation is made or uncovered, or
- b. The Applicant does not provide, within the time specified by RMC, the supplemental information sought by RMC for evaluation of the RFP. Such misrepresentation/improper response may lead to disqualification of the Applicant. If such disqualification/rejection occurs after the RFPs have been opened, such Applicant shall not be eligible for participating in the Selection Process.



PART B. DOCUMENTS

2.10. Contents of the Invitation for RFP Document

2.10.1 This Invitation for RFP document comprises the Disclaimer. The contents as listed below and will additionally include any Addendum/Amendment issued in accordance with Clause 2.12:

Invitation for RFP document

1. Introduction
2. Instructions to Applicants
3. Scope Of Work
4. Conditions for Eligibility of Applicants
5. Evaluation of Credentials of Applicants
6. Fraud and Corrupt Practices
7. Miscellaneous

Key Submissions

1. Cover Letter
2. Document Fee
3. Power of Attorney for signing of Bid

Qualification Submissions

1. Eligible Experience
2. Financial details

Financial Bid Submission

As per the format given in the Schedule 7

Credentials:

1. Documents to evidence experience
2. 3 years Audited Balance Sheet
3. Turnover Details (Financial Capability) from Chartered Accountant/Statuary Auditor.

2.11 Amendment of Invitation for RFP document

2.11.1 At any time prior to the deadline for submission of RFP, RMC may, for any reason, modify this Invitation of RFP document by the issuance of Addendum.

2.11.2 Such Addendum to this Invitation of RFP document shall be posted by RMC on its official website and shall be binding on all Applicants.



2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, RMC may, in its sole discretion, extend the RFP Due Date.

C. PREPARATION AND SUBMISSION OF RFP

2.12 Language

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

2.13 Currency

The currency for the purpose of this Invitation of RFP document shall be the Indian Rupee (INR).

2.14 Format and signing of RFP

2.14.1 The Applicant shall provide all the information sought under this Invitation for RFP document. RMC would evaluate only those RFPs that are received in the specified formats and complete in all respects.

2.14.2 The documents accompanying the RFP submission shall be placed in separate envelopes and marked as indicated below. The RFP submission shall include:

Envelope 1: “Technical Submissions”

- a. Cover letter in the prescribed format **Schedule 1**
- b. Power of Attorney in the prescribed format **Schedule 2**
- c. Eligible Experience - The Bidder should furnish the details of experience as per **Schedule 3** and submit supporting documents to support its claim.
- d. Financial Capability - The Bidder should furnish the details of Financial Capability and furnish evidence to support its claim as per **Schedule 4**.
- e. The Applicant should furnish the details of Key Personnel in the format set out in **Schedule 5**.
- f. Bank Guarantee as per the format in **Schedule 6**

Technical Submission envelopes shall clearly bear the following identification:

“Selection of Transaction Advisor & Project Management Consultants For Development of Infrastructure Projects on PPP”

Envelope 2: “Financial Offer

Financial Bid as per the format in **Schedule 7**.



Financial Submission envelopes shall clearly bear the following identification:

“Financial Proposal for Selection of Consultant to Work as “Selection of Transaction Advisor & Project Management Consultants For Development of Infrastructure Projects on PPP”.

2.14.3 The 2 (Two) envelopes specified in Clauses 2.14.2 shall be placed in an outer envelope, which shall be sealed.

Each of the 2 (Two) envelopes shall also clearly indicate the name and address of the Applicant.

2.14.4 The Applicant shall prepare one Original set and one Copy of the documents (comprising Key Submissions, Qualification Submissions and Credentials), both documents marked as “ORIGINAL” AND “COPY” respectively. Applicants are requested to submit only one Financial Proposal as per the format in Schedule 7, in envelope 2

2.14.5 The RFP shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. All the alterations, omissions, additions, or any other amendments, made to the RFP shall be initialed by the person(s) signing the RFP. The RFP must be properly signed by a duly authorized person holding the Power of Attorney (the “Authorized Representative”).

2.14.6 Applicants should note the RFP Due Date, for submission of RFPs. Applicants are reminded that no supplementary material will be entertained by RMC, and that evaluation will be carried out only on the basis of documents received by the closing time of RFP Due Date and technical presentation. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

2.15 Request for proposal

2.15.1 Applicants shall submit the RFP in the formats specified herein.

2.15.2 Failure to comply with the requirements spelt out in this Clause 2.16 shall make the RFP liable to be rejected.

2.15.3 RMC reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the Invitation for RFP document. Failure of RMC to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of RMC thereunder.

2.15.4 In case it is found during the evaluation or at any time before short-listing and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met



by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith, by a communication in writing by RMC without RMC being liable in any manner whatsoever to the Applicant.

2.16 Submission of RFP

2.16.1 The Applicants shall submit the RFP in hard bound/spiral binding. Each page of the submission shall be signed or initialled by the Authorized Representative of the Applicant.

2.16.2 The RFP will be sealed in an outer envelope which will bear the address of RMC, name of the Assignment and the name and address of the Applicant.

If the envelope is not sealed and marked as instructed above, RMC assumes no responsibility for the misplacement or premature opening of the contents of the RFP submitted.

2.16.3 The RFP shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant.

2.16.4 The completed RFP must be delivered on or before the specified time on RFP Due Date. RFPs submitted by fax, telex, telegram or e-mail shall not be entertained.

2.16.5 The RFP shall be made in the formats specified in this Invitation for RFP document. Any attachment to such formats must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents.

2.17 RFP Due Date

2.17.1 RFP should be submitted before 1500 Hours on the RFP Due Date at the address provided in Clause 1.6 in the manner and form as detailed in this Invitation for RFP document

2.17.2 RMC may, in its sole discretion, extend the RFP Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.18 Late RFPs

RFPs received by RMC after the specified time on RFP Due Date shall not be eligible for consideration and shall be summarily rejected.

2.19 Modification/ substitution/ withdrawal of RFPs

No modifications will be allowed in the proposals once submitted



D. EVALUATION PROCESS

2.20 Evaluation Process

a. RMC shall open the RFPs at 15:30 Hours as per the date schedule, and in the presence of the Applicants who choose to attend.

d. Prior to evaluation of RFPs, RMC will determine whether each RFP is responsive to the requirements of this Invitation for RFP document. A RFP shall be considered responsive only if:

i. Is received by the RFP Due Date including any extension thereof.

ii. Is signed, sealed and marked as stipulated in Clause 2.16.

iii. Contains all the information and documents specified herein and in the formats set out in this Invitation for RFP document.

iv. Mentions the validity period as set out in Clause 1.2.

d. RMC reserves the right to reject any RFP which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by RMC in respect of such RFPs.

e. RMC would subsequently examine and evaluate RFPs in accordance with the provisions of Clause 2.2 for assessment of the Conditions of Eligibility.

f. Applicants are advised that selection will be entirely at the discretion of the RMC. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or selection will be given.

g. Any information contained in the RFP shall not in any way be construed as binding on RMC, its agents, successors or assigns, but shall be binding against the Applicant if the Assignment is subsequently awarded to it.

2.21 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising RMC in relation to or matters arising out of, or concerning the Selection Process.



RMC will treat all information submitted as part of the RFP, in confidence and will require all those who have access to such material to treat the same in confidence.

RMC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or RMC.

2.22 Clarification

2.22.1 To facilitate evaluation of RFPs, RMC may, at its sole discretion, seek clarifications from any Applicant regarding its RFP. Such clarification(s) shall be provided within the time specified by RMC for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.22.2 If an Applicant does not provide clarifications sought within the time given, its RFP shall be liable to be rejected. In case the RFP is not rejected, RMC may proceed to evaluate the RFP by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of RMC.



3: SCOPE OF WORK

The RMC has identified 4 sites for the proposed projects divided into two packages. The applicants can bid for both the packages or an individual package.

Package 1	I. Taxi Stand II. Upper Bazaar
Package 2	I. Daily Market II. Hospital at Ghagra

RMC at its discretion may give the two packages two individual Consultants or both the packages to one Consultant. The decision by the RMC will be binding.

The scope of work for the Consultant is divided into two identified components:

A. Technical and Financial Consultancy

- a. Carryout Demand Assessment Studies of identified sites and Conceptual Plan for each project.
- b. Financial Modeling, Concession Period and Revenue sharing mechanism
- c. Selection of PPP model
- d. Fixing bench-marking parameters for facilities, products, services, tariffs, pricing structure, benefits & regulatory compliances.
- e. Prepare Bid Documents for selection of Developers.
- f. Assistance in evaluation of Technical Bids.
- g. Selection of successful bidders.
- h. Preparing and finalizing MOU.
- i. Issuing LOI to Developers.

Consultants are expected to complete this part in six months from date of signing of the agreement.

B. Project Monitoring: Consultant would provide project monitoring services during implementation of the project to oversee that project is developed in according to the terms of reference and MOA entered between Employer and Developer. Project execution period for all projects is expected to be 15 months after appointment of developers.

3.1 Key Personnel

S No	Key Personnel	Minimum Qualification	Minimum Experience
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1	PPP Expert as Team Leader	Chartered Accountant /MBA (Finance) Additional Qualification in PPP will be given due weightage.	20 years experience in financial Planning with at least 5 years as financial expert on urban infrastructure projects and should have worked as financial expert in at least two PPP projects.
2	Civil Engineer Deputy Team Leader	BE/ B.Tech (Civil)	10 years of experience. \ Should have worked on atleast four civil construction/consultancy projects.
3	Architect	Registered Architect with Council of Architecture	20 years experience in planning, architecture design, BOQ and supervision.
4.	Landscape Planner	Registered Architect with Council of Architecture with post graduation in Landscape planning	8 years of experience in Landscape Planning and experience of design and implementation

Other than the Key Personnel mentioned, expert(s), such as Structural engineer, Electrical Engineer, Water supply & sanitation engineer, Geophysics specialist, Finance Expert and Sociologist shall be engaged by the Consultant as may be required for carrying out the activities and discharging its duties successfully.

The following conditions would apply:

(a) Only one Curriculum Vitae (CV) may be submitted for each position and relevant experience which is similar to this Project, must be demonstrated using the formats set out in Section III and documentary evidence provided. The CVs should be signed by the Authorized Representative/Signatory or by the Personnel himself.

(b) No alternative to Key Personnel can be proposed.



(c) Maximum of two Key Personnel listed above can be replaced during the tenure of the assignment with equivalent or higher qualification and experience with prior approval of the Employer.

4. CONDITIONS OF ELIGIBILITY OF APPLICANTS

4.1 Eligibility Criteria

To be eligible for evaluation of its Credentials, the Applicant shall fulfill criteria toward Eligible Experience and Financial Capability as set out below.

4.1.1 Eligible Consultancy firms, having undertaken following works and fulfilling following requirements shall be eligible to apply:

1. Experience in providing transaction advisory services for 2 (two) or more PPP projects in India,
2. Experience in providing project management consultancy for 2 (two) or more civil infrastructure services in India,
3. The Bidder should have experience in minimum of 1 (one) master planning of urban infrastructure services in India.
4. A Bidder should have average annual turnover in consultancy income in last three financial years of at least Rs.10cr.

a. The following eligibility criteria will form the Technical of the bid:

- i. Registration Certificate under Service Tax.
- ii. Audited Balance Sheets and Profit and Loss Accounts of last three years
- iii. Company profile/brouchers.
- iv. The Technical (Envelope 1) of the bid should not contain anything about the price otherwise the bid will be rejected.

b. The Financial (Envelope 2) of the bid shall consist of only Financial Offer in the prescribed format.

c. The evaluation of the proposal shall be carried-out in two stages; first the Technical and then the Financial Proposal.

d. Evaluation of technical of the bid should not have access to the Financial Proposal unless the technical evaluation is concluded.



e. Technical evaluation will be carried out on the basis of documents submitted, responsiveness of the RFP and technical presentation.

f. After the evaluation of Technical Proposal is completed, Financial Offer of only technically responsive and qualified bidders shall be further opened and considered for evaluation. The financial bids of only those Applicants will be opened who scored above 70% marks in the Technical Eligibility.

4.1.2. Proposals will be received till **23.12.2010 up to 3 pm** at the following address:

Chief Executive Officer

Ranchi Municipal Corporation

Kutchury Road,

Ranchi – 834001

(Jharkhand)

Phone: 0651-2211215, 2203469

Fax: 0651-2211777

Proposals received after the due date will be rejected outright.

b. Details of Experience

i. The Applicant should furnish the details of experience, along with supporting documents, in the formats set out in **Schedule 3**.

ii. The Applicant should furnish the details of experience as on RFP Due Date.

iii. For the purposes of evaluation of Eligible Experience, for the projects where the Applicants have provided supervision both completed and ongoing assignments would be considered.

4.2 EVALUATION OF CREDENTIALS

4.2.1 The short-listing of Applicants shall be done based on the marks obtained by the Applicants after evaluation of their Credentials. The Applicants shall submit the documents, as set out below, to enable RMC to evaluate their Credentials for qualifying. The parameters that shall be considered and the weight ages assigned to each parameters are set out in the table below.

S. No.	Parameter	Score
1.	Project Experience	50
1A	Experience of the firm in providing Transaction Advisory Services for PPP projects in urban infrastructure [10 marks is assigned to each eligible assignment – maximum of 2	20



	(two)projects shall be considered for evaluation]	
1B	Experience in Project management consultancy for 2 (two) or more civil infrastructure services in India, [10 marks is assigned to each eligible assignment – maximum of 2 (two)projects shall be considered for evaluation]	10
1C	Experience in Master Planning of Urban Infrastructure Services in India	10
1D	Experience of Consultancy for Urban Infrastructure Services in Jharkhand State	10
2.	Description of approach and methodology proposed for the Project	15
2A	Understanding of the Project	05
2B	Methods and Methodology for the completion of detailed tasks	05
2C	Activity Schedule and work plan	05
3.	Key Personnel in the team for the Project based on: (i) The relevant qualification (ii) And relevant work experience in projects of Urban Infrastructure Services	15
3A	Team Leader	08
3B	Deputy Team Leader	03
3C	Architect	02
3D	Landscape Planner	02
4.	Presentation	20

4.2.2 To enable RMC to evaluate the Credentials, Applicant should furnish the details of experience, along with documentary evidence.

4.2.3 The Applicants shall submit the supporting documents for the Credentials in accordance with the provisions of **Schedule 3**.

4.2.4 The Applicant should furnish the details of Key Personnel in the format set out in **Schedule 5**.

The team proposed by the Applicant should have a strong background, knowledge and base competencies in the following areas:

a. Development of the urban infrastructure sector in India over the last decade, and shifts in policies, approaches and implementation practices in the issues relating to urban infrastructure.

b. Knowledge of the state specific scenario particularly in urban infrastructure will be an added advantage.



c. Experience in usage of computers and internet.

4.3 Financial Proposal

a. In the financial proposal, bidder should propose the lump sum Professional Fee for “Technical and Financial Consultancy” separately for the Package 1 and Package 2 as per format provided in Schedule 7.

b. The “Project Monitoring” fee to be quoted as percentage of the project cost separately for the Package 1 and Package 2 as per format provided in Schedule 7.

4.4 Payment Schedule

Payments to the Consultant would be done by RMC on mutually agreeable terms to be decided at the time of signing the agreement.

4.5 Evaluations of Bids

Consultants who secure at least 70% score in the technical proposal shall only be short listed. Financial Proposals of those consultants who have been short listed shall be opened in the presence of shortlisted consultants who choose to be present.

For selection of Consultant cum Transaction Advisor, final ranking will be determined based on the combined total score for each consultant. This will be done by applying a weight of **.80 (or 80 %)** and **.20 (or 20%)** respectively to the technical and financial scores of each qualifying Technical and Financial Proposals. The evaluation of the Proposal would be carried out in the following three stages:

(i) The first stage would involve a Test of Responsiveness based on the Key Submissions in accordance with the provisions of the RFP and the Bidders shall be qualified for the next stage of evaluation (**“Responsive Bidders”**).

(ii) In the second stage of the evaluation process, the Technical Proposals would be evaluated in accordance with the provisions of the RFP and the Bidders shall be short-listed for the next stage of evaluation.

(iii) The Financial Proposal of only those Bidders who qualify in Technical Proposal evaluation shall be opened.

Date, time and venue for announcing the result of Technical Evaluation and for opening of Financial Proposals will be notified only to the technically qualified Bidders.

(iv) The Financial Proposals shall be given scores as follows:



$P_f = 100 \times \text{Financial Proposal of Lowest Bidder} / \text{Financial Proposal of Bidder under consideration}$

(v) The Composite Score shall be computed as follows:

Composite Score = $(P_e \times 0.8) + (P_f \times 0.2)$

(vi) The Bidders will be accordingly ranked based on the composite score where the highest Composite Scorer will be ranked as no 1(H1 Bidder) and he shall be declared as the Successful Bidder.

4.5.1 The H1 Bidder may, if necessary, be invited for negotiations and will declare as the "Successful Bidder".

4.5.2 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Proposal Security of such Bidder and the 2nd ranked Bidder shall be invited.

4.5.3 After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall execute the Agreement not later than 20 days from the Date of acceptance of LOA unless extended by Authority. The Authority may, unless it consents to extension of time, appropriate the Proposal Security of such Bidder and the 2nd ranked Bidder shall be invited.

4.5.4 After signing of Agreement, the Consultant shall commence its work with 7 days from the date of appointment / effective date. The Authority may, unless it consents to extension of time, appropriate the Proposal Security of such Bidder and the 2nd ranked Bidder shall be invited.

4.6 Other terms and conditions :

Conditional bids will be rejected. Any conditional discounts by bidder shall not to be taken into account for the purpose of evaluation.

The bidder may be a private firm, proprietor ship firm,. Any other clauses not specifically mentioned in this bid document but are part of the RFP, shall be applicable ipso-facto.

4.7 Client Responsibility

The RMC shall give all required support in terms of information/data that whatever available.



4.8 Disincentives

If the Bidder fails to comply with any of the clauses of the agreement after entering into the same with RMC, the agreement will be terminated on three month notice.

4.9 Risk involved and Mitigation Measures

There can be delays in the project implementation due to shortcoming/bureaucratic delays.

The Bidders approach to risk assessment, analysis and management shall be as follows:

- Routine assessment of risks, and plan appropriate action take to tackle them.
- Timely and close interaction, coordination and cooperation between the project team members, the client as well as all stakeholders to make them aware of the consequences, and plan and implement appropriate solutions for mitigating the risks.
- Suggest alternative designs and appropriate strategies for mitigation of uncertainties.

5 Fraud and Corrupt Practices

5.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Invitation of RFP document, RMC shall reject a RFP without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process.

5.2 Without prejudice to the rights of RMC under Clause 5.1 hereinabove and the rights and remedies which RMC may have under the short-listing process, if an Applicant is found to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the short-listing process, such Applicant shall not be eligible to participate in any tender issued by RMC during a period of 2 (two) years from such date.

5.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) “corrupt practice: means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of RMC who is or has been associated in any manner, directly or indirectly with the Selection Process or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of RMC, shall be deemed to constitute influencing the actions of a person



connected with the Selection Process or (ii) engaging in an manner whatsoever, whether during the Selection Process or after short-listing, as the case may be, any person in respect of any matter relating to the Project, who at any time has been or is a legal, financial or technical consultant/adviser of RMC in relation to any matter concerning the Project;

- b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) “coercive practice: means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by RMC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) “restrictive practice: means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

6 MISCELLANEOUS

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

6.2 RMC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- a. Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- b. Consult with any Applicant in order to receive clarification or further information;
- c. Retain any information and/or evidence submitted to RMC by, on behalf of and/or in relation to any Applicant; and/or
- d. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

6.3 It shall be deemed that by submitting the RFP, the Applicant agrees and releases RMC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant



hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.



Schedule 1

Date

Cover Letter

The Chief Executive Officer,
Ranchi Municipal Corporation
Ranchi
Dated:

Sub: Selection of Transaction Advisor & Project Management Consultants For Development of Infrastructure Projects on PPP.

Dear Sir,

With reference to your Invitation for RFP document dated -----, we, having examined the Invitation for RFP document and understood its contents, hereby submit our RFP for the aforesaid Project.

1 The RFP is unconditional and unqualified.

2 All information provided in the RFP and in the Schedules is true and correct and all documents accompanying such RFP are true copies of their respective originals.

3 We shall make available to RMC any additional information it may find necessary or require to supplement or authenticate the RFP.

4 We acknowledge the right of RMC to reject our RFP without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5 We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

6 We declare that:

a. We have examined and have no reservations to the Invitation for RFP Document, including any Addendum issued by RMC.

b. We do not have any conflict of interest in accordance with Clauses 2.3 of the Invitation for RFP document;

c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as



defined in Clause 5.3 of the Invitation for RFP document, in respect of any tender issued by or any agreement entered into with RMC or any other public sector enterprise or any government, Central or State;

d. We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 5 of the Invitation for RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

e. We hereby acknowledge that neither we, nor our Associates, have been engaged by the Concessionaire to provide goods or works or services for the Project.

7 We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any RFP that you may receive nor to invite the Applicants to submit their RFPs for the Project, without incurring any liability to the Applicants, in accordance with Clause 2.9 of the Invitation for RFP document.

8 We believe that we satisfy the Conditions of Eligibility and meet the requirements as specified in the Invitation for RFP document and are qualified to submit RFP in accordance with the provisions of the Invitation for RFP document.

9 We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

10 We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

11 We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.

12 We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate RMC of the same immediately.

13 We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by RMC in connection with the short-listing of Applicants, or in connection with the Selection Process itself, in respect of the above mentioned Assignment and the terms and implementation thereof.



14 We have studied all the Invitation for RFP document carefully and also surveyed the Project site. We understand that, we shall have no claim, right or title arising out of any documents or information provided to us by RMC or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Assignment.

15 We agree and understand that the RFP is subject to the provisions of the Invitation for RFP document. In no case, we shall have any claim or right of whatsoever nature if we are not short-listed or our RFP is not opened.

16 We agree to keep this offer valid for 180 (One hundred eighty) days from the RFP Due Date specified in the Invitation of RFP document.

17 We agree and undertake to abide by all the terms and conditions of the Invitation of RFP document.

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

Yours faithfully,

Date: (Signature of the Authorised signatory)

Place: (Name and designation of the of the Authorised signatory)

Name and seal of Applicant



Schedule 2
POWER OF ATTORNEY
(On Stamp paper of relevant value)

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms..... (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our RFP for selection as Transaction Advisor and Project Management Consultant for Development Of Infrastructure Projects for Ranchi Municipal Corporation including signing and submission of all documents and providing information/responses to RMC in all matters in connection with our Applicant for the said Assignment.

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

Dated this the Day of 2009 Accepted

For Name & signature
(Name and designation of the person(s) signing on behalf of the Applicant)

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.
2. Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

**Schedule 3****Eligible Experience**

All relevant documents in support of eligibility criteria set out in this document.

Credentials of the Applicants**1. Format for Project Data Sheet**

Assignment Name:		Country:
Location within Country:		Key Professional Staff Provided:
Name of Client :		No. of Professional Staff:
Address:		No. of Professional Staff Months; duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approximate Value of Services: INR
Name of Associated Consultants, if any:		No. of Months of Key Professional Staff, Provided by Associated Consultants:
Name of Senior Staff involved:		
Narrative Description of Project:		
Description of Actual Services provided:		

2. Supporting documents for evaluation of Credentials

The supporting documents to be submitted by the Applicants are set out below:

Any one of the following documents could be submitted to demonstrate experience:

Work order/Agreement/Completion certificate/relevant supporting documents from the client.

**Schedule 4****Financial Details of the Applicant**

Description	Fee from Professional Fee (Rs. Crores)
FY 10	
FY 09	
FY 08	
Average Professional Fee	

1. A certificate from the Statutory Auditor/Chartered Accountant should be provided as supporting document certifying the financial capability details submitted by the Applicant. The certificate should indicate the membership number of the Statutory Auditor/Chartered Accountant.
2. The Applicants should provide information regarding the above based on audited annual accounts for the last 3 (three) financial years



Schedule 5

Key Personnel

Format of Curriculum Vitae (CV) for Proposed Key Personnel

Name of Personnel	:	
Profession	:	
Years with Firm	:	
Nationality	:	
Area of Specialization		
Proposed Position on Team	:	

Key Qualifications

Project Details	Degree of responsibility/ Experience

Education

DEGREE	Name of Institute	Year

Relevant Experience

POSITION HELD	
Duration	



Location	
Types of activities performed	
Names of relevant projects handled	
Client References	

Languages Known

Language	Speaking	Reading	Writing

Certification

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Signature : Date



Schedule 6

Bank Guarantee Format

G. No. Dated:

In consideration of you, **Chief Executive Officer, Ranchi Municipal Corporation, having its office at Ranchi 834001, Jharkhand** (hereinafter referred to as the “Employer”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Proposal of [a Company registered under provision of the Companies Act, 1956] and having its registered office at _____(hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for Selection of Consultant for Transaction Advisory & Project Management Consultancy

1 (hereinafter referred to as “the Project”) pursuant to the RFP dated ***** issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents”), we [Name of the Bank] having our registered office at _____and one of its branches at

_____ (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause given in the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Employer an amount of Rs. 50,000/- (Rupees fifty thousand only) as Proposal Security (hereinafter referred to as the “**Proposal Security**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

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

3 We, the Bank, do hereby unconditionally undertake to pay the amounts due and



payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Employer is disputed by the Bidder or not merely on the first demand from the Employer stating that the amount claimed is due to the Employer by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Proposal open during the Proposal validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 50,000/- (Rupees fifty thousand only).

- 4 This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Proposal Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Employer and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
- 5 We, the Bank, further agree that the Employer shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Proposal open during the Proposal validity period set forth in the said Bidding Documents, and the decision of the Employer that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Employer.
- 6 The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.



- 7 In order to give full effect to this Guarantee, the Employer shall be entitled to treat the Bank as the principal debtor. The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Proposal validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Employer, and the Bank shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Bidder or by any change in the constitution of the Employer or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
- 8 Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- 9 We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our branch in Ranchi, Jharkhand who shall be deemed to have been duly authorized to receive the said notice of claim.
- 10 It shall not be necessary for the Employer to proceed against the said Bidder before



proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Employer may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11 We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Employer in writing.

12 The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

By the hand of Mr./Ms _____, its _____ and authorised official.

(Signature of the Authorized Signatory)
(Official Seal)



Schedule -7

Format for Financial Proposal Submission:

A. Technical and Financial Consultancy

S. No.	Description	Lumpsum Amount in INR	Amount in INR (in words)
1.	Technical and Financial Consultancy Services for development of infrastructure projects for PACKAGE 1		
2.	Technical and Financial Consultancy Services for development of infrastructure projects for PACKAGE 2		
	Total Amount		

Total amount In words:

.....
.....

B. Project Monitoring:

S. No.	Description	Percentage of Project Cost	Percentage in words
1.	Project Monitoring Services for development of infrastructure projects for PACKAGE 1		
2.	Project Monitoring Services for development of infrastructure projects for PACKAGE 2		
	Total percentage		

Total percentage In words:

.....
.....