

**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.



## GLOSSORY

<b>Applicants</b>	as defined in Clause 1.1
<b>Authorized Representative</b>	as defined in Clause 2.14.5
<b>Conditions of Eligibility</b>	as defined in Clause 2.2.1
<b>Conflict of Interest</b>	as defined in Clause 2.3
<b>Employer</b>	as defined in Clause 1.1
<b>LOA</b>	as defined in Clause 2.27
<b>Proposal Security</b>	as defined in clause 1.3.2
<b>Project Management Consultancy Fee</b>	as defined in clause 2.27
<b>Responsive Applicants</b>	as defined in Clause 3.1.1
<b>RFP</b>	Request for Proposal
<b>RMC</b>	Ranchi Municipal Corporation
<b>Selected Consultant</b>	as defined in clause 3.1.5
<b>Success Fee</b>	as defined in clause 2.27
<b>Transaction Advisory and Project Management Consultancy</b>	As defined in Clause 1.1
<b>TOR</b>	Terms of Reference Scedule1



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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 nearly 40% of the mineral resources of India. 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 neighbouring 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 space, electricity, water supply, sanitation and aesthetics. Ranchi Municipal Corporation (RMC) has been always 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 ("Employer) has identified various sites to be developed as modern commercial complexes on Public Private Partnership (PPP) module.

Developers would be expected to develop the proposed sites as per following concept:

1. **Commercial Complex:** Area 6000 sq.ft. (Approx)

Situated on main road in main business area, this taxi stand is to be developed into a commercial complex with provision of parking and rehabilitation of footpath shopkeepers.

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-storey commercial complex. Existing shopkeepers are also to be accommodated and would be allotted shops in the new complex with parking facility.

3. **New Daily Market:** Area 0.94 Acres ( Approx)

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

4. **Hospital at Ghagra Doranda:** Area about- 3.0 Acres (Approx)

Construction and operation of a modern hospital having all necessary facilities on PPP is proposed to meet growing demand of medical needs.

In view of limited resources available with RMC and keeping in view the nature and size of these projects RMC now seeks services of a single Consultant firm in conceptualizing the projects, selection of suitable developers who would develop these projects on PPP, provide financial and technical advisory services for all aspects of project management and project



monitoring consultancy services (**“Transaction Advisory and Project Management Consultancy”**.)

The projects would be developed on the basis of conceptual and business plans suggested by the selected Consultant for development of these sites on PPP. The selected Consultant would also be responsible for supervision and monitoring of the construction and development activities during the project period to ensure that the Projects are developed in accordance with detailed scope of work mentioned in TOR (Terms of Reference) – Schedule I, of this RFP, complying applicable laws.

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 and selection of a Consultant to act as **“Transaction Advisor and Project Management Consultant”**.

Chief Executive Officer, RMC now invites Request for Proposal (RFP) from eligible consultants (Applicants) to act as **“Transaction Advisor and Project Management Consultants”** as per Scope of Work listed in Schedule 1- Terms of Reference.

## **1.2 Brief description of the Selection Process**

The RMC has adopted **Quality and Cost Based Selection (QCBS)** method for selection of the **“Transaction Advisor and Project Management Consultant”** for identified Projects.

Technical evaluation shall be carried out as per **clause 3.2**. Financial evaluation shall be carried out as per **clause 3.3**. The Applicant obtaining the highest Composite Score would be declared as the Selected Consultant per **clause 3.1.5**.

## **1.3 Sale of Invitation for RFP Document**

### **1.3.1 Cost of RFP**

Cost of RFP is Rs. 5,000/- (Rupees five thousand only) which can be obtained from the address set out in **Clause 1.6.1** by paying crossed demand draft drawn in favor of “The Chief Executive Officer, Ranchi Municipal Corporation” drawn on any scheduled bank or nationalised 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 the proposal.

### **1.3.2 Proposal Security**

Technical Proposal should necessarily be accompanied with Proposal Security of **Rs.50,000/- (Rupees fifty thousand only)**, without which a Proposal shall be considered non-responsive. The proposal security shall 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 7**.

#### **1.4 Due diligence by Applicants**

Applicants are advised to examine the Project Sites in detail and to carry out such studies as may be required, at their own cost. Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the RFP by paying a visit to RMC and the Project sites. Applicants may send their written queries to RMC, in case of any doubt about nature of assignment and scope of work.

#### **1.5 Schedule of Bidding Process**

The RMC shall endeavor to adhere to the following schedule:

<b>S. No.</b>	<b>Event Description</b>	<b>Date</b>
1.	Date of Issue	20.01.2011
2.	Last date of receiving Queries	27.01.2011
3.	Last date of replying to queries by RMC	31.01.2011
4.	Proposal Due Date	08.02.2011 by 3.00 PM
5.	Opening of Technical Proposals	08.02.2011 by 4.00 PM
6.	Technical Presentation & Opening of Financial Proposals	15.02.2011 starting at 3.00 PM
7.	Issue of Letter of Award (LOA)	To be decided
8.	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 (Request for Proposal)**

2.1.1. Description of the objectives, broad scope of services, deliverables and other requirements relating to this assignment are specified in this Invitation for RFP Document. Applicants possessing requisite qualifications may participate in the bidding process.

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 RFP.

#### **2.2. Conditions of Eligibility of Applicants**

2.2.1. Applicants must read carefully the minimum "**Conditions of Eligibility**" provided herein. To be eligible for evaluation of its Credentials, the Applicant shall fulfill minimum criteria "**Conditions of Eligibility**".

2.2.2. To be eligible the Applicant must fulfill following:

##### **(A) Technical Eligibility**

1. Experience in providing Transaction Advisory services for 2 (two) or more PPP projects in India having project cost more than Rs. 20 Crores each.
2. Experience in providing Project Management Consultancy for 2 (two) or more civil infrastructure projects in India having project cost more than Rs. 20 Crores each.

##### **(B) Financial Eligibility**



Applicant should have average annual turnover in consultancy income in last three financial years of minimum Rs.10cr. (Rupees Ten Crores)

### (C) Availability of Key Personnel

The Applicant shall offer and make available all Key Personal meeting the requirements specified below

S No	Key Personnel	Minimum Qualification	Minimum Experience
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 in India.
2	Civil Engineer Deputy Team Leader	BE/ B.Tech (Civil).	10 years of experience. \ civil construction/consultancy projects Should have worked on at least four /consultancy projects.
3	Architect	Registered Architect with Council of Architecture	15 years experience in planning, architecture design, BOQ and supervision. CoA number to be indicated.

2.2.3 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, a partnership firm, or a proprietorship firm.

2.2.4 The Applicants to furnish self attested copies of audited balance sheets and profit and loss accounts for last three years along with a certificate from Statutory Auditor/ Chartered Accountant to establish minimum average annual turnover from consultancy income required toward Financial Eligibility.

2.2.5 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.

2.2.6 Applicant to furnish copy of Service Tax Registration Certificate.



2.2.7 Applicant to furnish Company profile/brochures.

2.2.8 Applicant must submit Power of Attorney as prescribed in Schedule 3 in favor of the authorized representative who shall sign the Technical and Financial Proposal and accompanying documents.

### **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.

### **2.4. Number of RFPs**

An Applicant is eligible to submit only one RFP for the Assignment.

### **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 2.11:

#### **Invitation for RFP document**

1. Introduction
2. Instructions to Applicants
3. Conditions for Eligibility of Applicants
4. Evaluation of Credentials of Applicants
5. Fraud and Corrupt Practices
6. Miscellaneous
7. Terms of Reference
8. Schedules

### **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 for 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 2**
- b. Power of Attorney in the prescribed format **Schedule 3**
- c. Eligible Experience - The Applicant should furnish the details of experience as per **Schedule 4** and submit supporting documents to support its claim.
- d. Financial Capability - The Applicant should furnish the details of Financial Capability and furnish evidence to support its claim as per **Schedule 5**.
- e. The Applicant should furnish the details of Key Personnel in the format set out in **Schedule 6**.
- f. Bank Guarantee as per the format in **Schedule 7**
- g. Proof of purchase of document fee.

Technical Submission envelopes shall clearly bear the following identification:

#### **Technical Proposal for "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 8**.



Financial Submission envelopes shall clearly bear the following identification:

**“Financial Proposal for “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 and submit one Original set and one Copy of the Technical Proposal documents, both documents marked as “ORIGINAL” AND “COPY” respectively. Applicants should also submit one soft copy in Compact Disc (CD).

Applicants are requested to submit only one Financial Proposal as per the format in Schedule 8, in envelope 2

The Technical Proposal (Envelope 1) of the bid should not contain anything about the price otherwise the bid will be rejected.

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

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, in writing by RMC without RMC being liable in any manner whatsoever to the Applicant.

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

## **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 on or before the proposal due date and time mentioned in Clause 1.5 at the address provided in Clause 1.6.1 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 outright.

### **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 16:00 Hours as per the date schedule, and in the presence of the Applicants who choose to attend.
- b. 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 2.6.
- c. RMC would examine and evaluate RFPs in accordance with the provisions of Clause 2.2.2 for assessment of the Conditions of Eligibility.
  - d. Technical evaluation will be carried out on the basis of documents submitted, responsiveness of the RFP and technical presentation. Evaluation of Technical and financial proposals shall be under taken as per Clause 3.
  - e. 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.



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.

## **2.23 Negotiations**

2.23.1 The Selected Applicant may, if necessary, be invited for negotiations.

## **2.24 Substitution of Key Personnel**

2.24.1 The Authority will not normally consider any request of the Selected Applicant for substitution of the Financial Expert as the ranking of the Applicant is based on the evaluation of the Financial Expert and any change therein may upset the ranking. Substitution will, however, be permitted in exceptional circumstances if the Financial Expert is not available for reasons of



any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.24.2 The Authority expects the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of the Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of the Financial Expert shall only be permitted subject to reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the original Financial Expert who is proposed to be substituted.

2.24.3 Notwithstanding Clauses 2.24.1 and 2.24.2, Applicants should specifically note that substitution of the Financial Expert will not normally be considered during the implementation of the Agreement and may lead to disqualification of the Applicant or termination of the Agreement. Applicants are expected to propose only such Financial Expert who will be in a position to commit the time required for and be available for delivering the Consultancy in accordance with the Key Dates specified herein and in the Agreement.

### **2.25 Indemnity**

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding 3 (three) times the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

### **2.26 Award of Consultancy**

After selection, a Letter of Award (the "LOA") shall be issued by the Authority to the Successful Applicant and the Successful Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Applicant 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 Applicant and the 2nd ranked Applicant shall be invited.

After acknowledgement of the LOA as aforesaid by the Successful Applicant, 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 Applicant and the 2nd ranked Applicant shall be invited.

After signing of Agreement, the Consultant shall commence its work within 7 days from the date of appointment / effective date.



## 2.27 Fee to the Consultant and Payment Schedule

The Total Project Duration is 24 Months, which includes the services for Transaction Advisory and Project Management Consultancy.

RMC shall pay **“Professional Fee”** for **“Transaction Advisory and Financial Consultancy”** services as per Schedule I – Clause 2.3.1 of TOR upon achievement of respective mile stones. Applicant shall quote **“Professional Fee”** separately for the Package 1, Package 2 and Package 3 as per format provided in **Schedule 8**.

There shall also be a success fee (1%) cum project management fee (1%) of 2% of approved project cost of the projects (exclusive of land cost) which shall be paid by the selected developer to the consultant in stages upon achievement of respective mile stones during the execution of the project.

**“Success Fee”** means fees for transaction advisory compensation which is contingent upon the selection of the developer. It will be paid by the RMC and will be reimbursed by the selected developer to the RMC.

**“Project Management Consultancy Fee”** means the fee for the scope of work as per the Schedule 1 Clause 2.3.2 of TOR. It will be paid by the RMC and will be reimbursed by the selected developer to the RMC.

The break up for the payment of the deliverables is tabulated below:

### a. Professional Fee for Transaction Advisory Services - Lumpsum

Deliverable	Percentage of the fee released
Submission of Feasibility Report	25%
Submission of Draft RFQ/RFP	25%
Publication of NIT for selection of Developer	20%
Selection of the Developer	30%

### b. Success Fee 1% of approved estimated project cost

Deliverable	Percentage of the fee released
Acceptance of the LOA by the Developer	25%
Signing of the Concessionaire Agreement	75%

### c. Project Management Consultancy Fee 1.% of approved estimated project cost



Deliverables and payments terms shall be mutually decided between RMC and selected consultant.

### **2.28 Client Responsibility**

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

### **2.29 Disincentives**

If the Applicant 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.

### **2.30 Proprietary data**

Subject to the provisions of Clause 2.22, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Selected Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the proposed project shall be the property of the Authority.

## **3. CRITERIA FOR EVALUATION**

### **3.1 Evaluations of Bids**

The evaluation of the Proposal would be carried out in the following three stages:

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

3.1.2 In the second stage of the evaluation process, the Technical Proposals of only Responsive Applicants would be evaluated in accordance with the provisions of the RFP and the Applicants shall be short-listed for the next stage of evaluation. The Technical 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 as per Clause 3.2.2.

3.1.3 The Financial Proposals of only those Applicants who scores at least 70% marks in Technical Proposal evaluation shall be opened and evaluated as per financial evaluation criteria laid down in Clause 3.3. If the number of prequalified applicants is less than 2 (two), the RMC may at its sole discretion prequalify the next Applicant whose technical score is less than 70%, the minimum prescribed, so that at least two applicants compete for the



assignment.

The Financial Proposals shall be given scores as follows:

$$Sf = 100 \times Fm / \text{Financial Proposal of Applicant under consideration.}$$

1. Fm: Lowest Financial Proposal.
2. Sf: Financial Score

3.1.4 The Evaluation Process will be based on Quality and Cost Based Selection (QCBS), separately for each package. Same Technical Score shall be used for all packages.

For selection of Consultant, final ranking will be determined based on the combined total score for each consultant separately for each package. This will be done by applying a weight of **0.80 (or 80 %) and 0.20 (or 20%)** respectively to the technical and financial scores of each qualifying proposal.

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

$$\text{Composite Score} = (Pe \times 0.8) + (Sf \times 0.2)$$

3.1.5 The Applicants will be accordingly ranked based on the composite score where the highest Composite Scorer will be ranked as no 1(H1 Applicant) and shall be declared as the “**Selected Consultant**” separately for each package.

### 3.2 Evaluation of Technical Proposals

3.2.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant’s experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Qualifying Marks for Technical Proposal shall be 70 out of 100. Only those Applicants who’s Technical Proposals score is 70 points or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest Technical Score (Pe).

3.2.2 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 weightages assigned to each parameter set out in the table below:

S.No.	Parameter	Score
1.	<b>Project Experience</b>	<b>40</b>
1A	Experience of the firm in providing Transaction Advisory Services for PPP projects in urban infrastructure. (5 marks assigned to each assignment having project cost more than Rs. 20 Crores)	15
1B	Experience of the firm in Project Management Consultancy for civil	15



	infrastructure projects in India. (5 marks assigned to each assignment of similar nature of civil infrastructure project having project cost more than Rs. 20 Crores)	
1C	Experience of Transaction Advisory and Project Management Consultancy of Urban Infrastructure Projects in Jharkhand State. (5 marks assigned to each assignment having project cost of more than Rs. 10 Crores)	10
2.	<b>Description of approach and methodology proposed for the Projects</b>	<b>15</b>
3.	<b>Key Personnel in the team for the Project based on:</b> (i) Relevant qualification (ii) Relevant work experience in projects of Urban Infrastructure Projects	<b>25</b>
3A	Team Leader	13
3B	Deputy Team Leader	06
3C	Architect	06
4.	<b>Presentation</b>	<b>20</b>

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

3.2.4 The Applicants shall submit the supporting documents for the Credentials in accordance with the provisions of **Schedule 4**.

3.2.5 The Applicant should furnish the details of Key Personnel in the format set out in **Schedule 6**.

3.2.6 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, PPP, financial modeling, architecture, civil construction and project management.

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





### 3.3 Evaluation of Financial Proposal

As mentioned in Clause 2.27, in the financial proposal, Applicant should quote **“Professional Fee”** separately for the Package 1, Package 2 and Package 3 as per format provided in Schedule 8, for **“Transaction Advisory and Financial Consultancy”** services as per TOR. The Financial Proposal shall be inclusive of taxes, royalties, fees and charges including service tax as applicable except those prescribed in this RFP. The financial proposal shall also be inclusive of cost and fees for periodic supervision and all other out of pocket expenses which may be incurred by the Consultant towards travel, documentation and communication etc.

### 4. Fraud and Corrupt Practices

4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this 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.

4.2 Without prejudice to the rights of RMC 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.

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

- a) “corrupt practice: means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of 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.

## **5 MISCELLANEOUS**

5.1 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.

5.2 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.

5.3 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.

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

## **6 Force Majeure.**



Upon the occurrence of any Force Majeure Event the period set forth for the Project Completion Date shall be extended by a period equal in length to the duration of the Force Majeure Event.

A Force Majeure Event shall mean one or more of the following acts or events:

- (a) act of God, plague, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, radioactive contamination
- (b) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy
- (c) Any failure of another service provider to the extent caused by any of the Force Majeure Event mentioned above affecting the performance of the Agreement
- (d) Any event or circumstances of a nature analogous to any of the foregoing

Upon occurrence of any Force Majeure Event, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof. Neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

#### **7 Arbitration.**

Any Dispute which is not resolved amicably by conciliation, Arbitration shall be held in accordance with the provisions of Arbitration and Conciliation Act, 1996 .The venue of Arbitration shall be Ranchi, and the language of arbitration proceedings shall be English.

The Arbitral Tribunal shall consist of three arbitrators. Each Party shall appoint one arbitrator, and the third arbitrator shall be appointed by the two arbitrators so appointed, and in the event of Disagreement between the two arbitrators, the appointment shall be made in accordance with the Arbitration and Conciliation Act, 1996, the final shall be bidding on each party.



## Schedule-1

### TERMS OF REFERENCE (TOR)

#### 1.0 General

1.1 RMC has identified various sites to be developed as modern commercial complexes on Public Private Partnership (PPP) mode. RMC will contribute by way of land. Cost of constructions has to be borne by Developer. Developer shall also be responsible for O & M of projects during concession period. Built up property and /or Revenue from the projects would be shared between developers and RMC in predefined manner.

1.2 RMC seeks the services of a single Consultant firm in conceptualizing the projects, selection of suitable developers who would develop these projects on Public Private Partnership mode, provide financial and technical advisory services for all aspects of project and project management consultancy services (“**Transaction Advisory and Project Management Consultancy**”) for projects listed below.

#### 1.3 Sites Identified

- i. Commercial Complex: 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 cum commercial complex with provision for rehabilitation of footpath shopkeepers.

- ii. Upper Bazaar: Area 3.0 Acres (Approx)

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

- iii. New Daily Market: Area 0.94 Acres (Approx)

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

- iv. Multi-specialty Hospital at Ghagra Doranda: Area about- 3.0 Acres (Approx)

Construction and operation of a modern Hospital having all necessary facilities on PPP is proposed to meet growing demand of medical needs.

1.4 The projects would be developed on the basis of conceptual and business plans suggested by the selected Consultant for development of these sites on PPP.

1.5 The selected Consultant would also be responsible for supervision and monitoring of the construction and development activities during the project period to ensure that the Projects are developed in accordance with detailed scope of work mentioned hereunder complying applicable laws.



1.6 With the objective of developing the projects under a Public Private Partnership (PPP) framework, RMC seeks the services of a qualified firm for acting as a **“Transaction Adviser and Project Management Consultant”** for carrying out prefeasibility studies, appraising the Project, developing financial model and assist RMC in preparation of bid documents for the Project (collectively the “Consultancy”).

1.7 The consultants will be appointed for the project duration of 24 months which includes the TA and PMC Services. The project duration will start from the date of signing of the Agreement with the Selected Consultant.

## 2.0 SCOPE OF WORK

2.1 The RMC has identified 4 sites for the proposed projects divided into three packages. The applicants can bid for one, two or all three packages.

<b>Package 1</b>	I. Commercial Complex II. Upper Bazaar
<b>Package 2</b>	Daily Market
<b>Package 3</b>	Hospital at Ghagra

2.2 Estimated project cost for civil construction excluding land cost is assumed at approximately:

1. Package 1: Rs. 10 Cr. (rupees ten crore)
2. Package 2: Rs. 30 Cr. (rupees thirty crore)
3. Package 3: Rs. 30 Cr. (rupees thirty crore)

However, approved project cost for the purpose of clause 2.27 for each package shall be the one which is proposed by the respective developer at the time of implementation and finally approved by RMC.

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

### 2.3.1 Technical and Financial Consultancy (Transaction Advisory)

- a. Carryout demand assessment studies of identified sites.
- b. Carry out architectural survey
- c. Prepare conceptual plan for each project.
- d. Client brief for architectural and engineering purposes.
- e. Identify available resources.
- f. Do’s and Don’ts list



- g. Prepare financial models on PPP.
- h. Selection of PPP model
- i. Define concession period and revenue up sharing options.
- j. Fixing bench-marking parameters for facilities, products and services.
- k. Prepare bid documents for selection of Developers on PPP.
- l. Assistance in evaluation of Technical Bids and Financial Bids.
- m. Selection of Developer.
- n. Preparing MOU, Concessionaire Agreements and relevant documentation.
- o. Issuing LOI to Developers.

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

### **2.3.2 Project Management Consultancy:**

- a. Consultant would provide day to day project monitoring services including engineering, structural and architectural vetting of the projects during implementation of the projects to oversee that projects are developed in according to the terms of reference and concessionaire agreements entered between RMC and Developer(s).
- b. Team of experts led by an engineer to be deployed for monitoring on regular basis on the projects through term of the contract.
- c. Reporting project progress to RMC on periodical basis.
- d. Oversee compliance of statutory laws in implementation of projects.
- e. Oversee compliance of Concessionaire Agreement between developer and RMC.

Project execution period for all projects is expected to be 15 months after appointment of developers.

### **2.4 Risk involved and Mitigation Measures**

The Consultants 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.



### 3.0 Key Personnel

The Applicant shall offer and make available all Key Personnel meeting the requirements specified below:

S No	Key Personnel	Minimum Qualification	Minimum Experience
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 in India.
2	Civil Engineer Deputy Team Leader	BE/ B.Tech (Civil)	10 years of experience \civil Construction / consultancy projects. Should have worked on at least four /consultancy projects.
3	Architect	Registered Architect with Council of Architecture	15 years experience in planning, architecture design, BOQ and supervision CoA number to be indicated.

Other than the Key Personnel mentioned, expert(s), such as Structural engineer, Landscape Planner, 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 Schedule 6. The CVs should be signed by the Authorized Representative/Signatory or by the Personnel himself.
- (b) 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.



**Schedule 2**

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 Authorized signatory)

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

Name and seal of Applicant



**Schedule 3**

**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 on PPP, 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 2011 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 executants (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 4****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 (in 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 5****Financial Details of the Applicant**

<b>Description</b>	<b>Turnover (Rs. Crores)</b>
FY	
FY	
FY	
Average Turnover	

The Applicants to furnish self attested copies of audited balance sheets and profit and loss accounts for last three years along with a certificate from Statutory Auditor/ Chartered Accountant to establish minimum average annual turnover from consultancy income required toward Financial Eligibility.



**Schedule 6**

**Key Personnel**

**Format of Curriculum Vitae (CV) for Proposed Key Personnel**

<b>Name of Personnel</b>	:	
<b>Profession</b>	:	
<b>Membership with Professional/ Statutory Bodies</b>	:	
<b>Years with Firm</b>	:	
<b>Nationality</b>	:	
<b>Area of Specialization</b>		
<b>Proposed Position on Team</b>	:	

**Key Qualifications**

<b>Project Details</b>	<b>Degree of responsibility/ Experience</b>

**Education**

<b>DEGREE</b>	<b>Name of Institute/Membership /CoA Number</b>	<b>Year</b>

**Relevant Experience**

<b>POSITION HELD</b>	
<b>Duration</b>	
<b>Location</b>	
<b>Types of activities Performed</b>	



<b>Names of relevant projects handled</b>	
<b>Client References</b>	

**Languages Known**

<b>Language</b>	<b>Speaking</b>	<b>Reading</b>	<b>Writing</b>

**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 of the staff:

OR

The signature of the authorized representative

Date



**Schedule 7**

**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 “Applicant” 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 Applicant, 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 Applicant 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 Applicant if the Applicant 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 Applicant 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 Applicant or any other person and irrespective of whether the claim of the Employer is disputed by the Applicant 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 Applicant to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Applicant 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 Applicant, 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 Applicant 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 Applicant 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 Applicant is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer and the Applicant 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 Applicant or the Bank or any absorption, merger or amalgamation of the Applicant 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 Applicant 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 Applicant or to postpone for any time and from time to time any of the powers exercisable by it against the said Applicant 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 Applicant or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Applicant 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 Applicant 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 Applicant 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 -8**

**Format for Financial Proposal Submission:**

**Professional Fees for Transaction Advisory Services (Technical and Financial Consultancy)**

S. No.	Description	Lumpsum Amount in INR	Amount in INR (in words)
1.	Professional Fee for PACKAGE 1		
2.	Professional Fee for PACKAGE 2		
3	Professional Fee for PACKAGE 3		