



REQUEST FOR PROPOSAL
FOR
SELECTION OF CONSULTANT FOR
PROVIDING TRANSACTION ADVISORY
SERVICES

RFP No. – URC/1713/24/2022-23

Date – 05-12-2022



REGIONAL CENTRE FOR URBAN ENVIRONMENTAL
STUDIES (RCUES), LUCKNOW

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DISCLAIMER

The information contained in this Request for Proposal document (RFP Document) or subsequently provided to BIDDER (s), whether verbally or in documentary form or otherwise by LUCKNOW DEVELOPMENT AUTHORITY (LDA)/REGIONAL CENTRE FOR URBAN & ENVIRONMENTAL STUDIES (RCUES), LUCKNOW or any of its employees or advisors, is provided to BIDDER(s) on the terms and conditions set out in this RFP Document and such other terms and conditions subject to which such information is provided. The RFP Document is neither an agreement nor a binding offer by the Authority to the prospective BIDDERS or any other person. The purpose of this RFP Document is to provide interested parties with information to assist in the formulation of their bid pursuant to this RFP Document. This RFP Document includes statements, which reflect various assumptions and assessments arrived at by Authority in relation to the Project. Such assumptions and statements do not purport to contain all the information that each BIDDER may require. This RFP Document may not be appropriate for all persons, and it is not possible for the Authority, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. The assumptions, assessments, statements and information contained in this RFP Document may not be complete, accurate, adequate or correct. Each BIDDER shall conduct its own investigations and analysis and shall check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP Document and obtain independent advice from appropriate sources.

Information provided in this RFP to the BIDDER(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The LDA/RCUES, its employees and advisors, accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein, its employees and advisors make no representation or warranty, express or implied, and shall have no responsibility or liability to any person, including any BIDDER, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP Document and any assessment, assumption or information contained therein or deemed to form part of this RFP Document or arising in any way with evaluation of BIDDERS or selection of the Successful BIDDER in the selection process.

The LDA/RCUES, its employees and advisors, also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any BIDDER upon the statements contained in this RFP Document.

The LDA/RCUES 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. The issue of this RFP Document does not imply that the LDA/RCUES, Lucknow is bound to select a BIDDER for implementing the Project and the LDA/RCUES, Lucknow reserves the right to reject all or any of the RFPs/Bids or withdraw or cancel the RFP Document or annul the selection process at any time without assigning any reasons whatsoever. The BIDDER shall bear all its costs associated with or relating to the

preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the LDA/RCUES, Lucknow or any other costs incurred in connection with or relating to its Bid. All such costs and expenses shall remain with the BIDDER and the Authority, its employees and advisors, shall not be liable in any manner whatsoever for the same and for any other costs or other expenses incurred by a BIDDER in preparation or submission of the bid, regardless of the conduct or outcome of the selection process.

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NOTIFICATION FOR REQUEST FOR PROPOSAL (RFP)**Ref: URC/1713/24/2022-23****Date: 05-12-2022**

To,

All Prospective BIDDERS

Sub: “Selection of Consultant for providing Transaction Advisory Services”.

Sir,

The **RCUES, Lucknow on behalf of Lucknow Development Authority (LDA)** invites RFP for “**Selection of Consultant for providing Transaction Advisory Services**”. The Background Information and Terms of Reference are provided in Request for Proposal (RFP). This RFP is available to all experienced & qualified companies, firms and agencies and shall be selected through procedures described in this RFP.

The RFP includes the following documents:

- Data Sheet
- Request for Proposal
- Terms of Reference
- Instruction to BIDDERS
- Eligibility Criteria
- Payment schedule and terms
- Submission & Evaluation of the RFP
- Technical & Financial Submission Forms

The deadline for receipt of RFP shall be on the date mentioned in Notice Inviting Request for Proposal. **LDA/RCUES** reserves the right to accept or reject any or all RFPs, and to annul the selection process and reject all RFPs at any time prior to the award of contract, without thereby incurring any liability or any obligation in any form to the affected firms on any grounds.

Director RCUES

1. INFORMATION TO BIDDERS

DATA SHEET

Name of the Client: Lucknow Development Authority (LDA)

Name of the Assignment: “Selection of Consultant for providing Transaction Advisory Services”

Details on the services to be provided: As Mentioned in Terms of Reference (ToR) of the RFP

Financial Bid to be submitted separately but simultaneously with Technical Bid: Yes

RFPs must remain valid for **180 days**

The Cost of RFP Documents: Rs. **Rs. 25,000/- + GST @18% = Rs. 29,500/- (Rupees Twenty-Nine Thousand Five Hundred Only) (Non-Refundable)**, and an **Earnest Money Deposit (EMD)/Bid Security of Rs. 1,00,000/- (Rupees One Lakh Only) (Refundable)** to be paid through RTGS/NEFT in the following account details:

- **Beneficiary Name: Lucknow Development Authority**
- **Bank Name: UCO Bank**
- **Branch Name: LDA Gomti Nagar, Lucknow**
- **Account No.: 19460210000137**
- **IFSC: UCBA0001946**

The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP)

Under this contract the Consultant’s payments are as mentioned in Terms of Reference (ToR).

It is expected that the Consultant will quote its Fee considering all requirements for satisfactory

performance of the services which are included in ToR.

Amounts payable by LDA to the Consultant under the contract shall be on the basis of Tax Invoice.

Eligibility Criteria: As per mentioned in the RFP

Evaluation Criteria: Technical & Financial Bid shall be evaluated on the basis of the criteria provided in the RFP.

Method of selection: The selection is based on **Quality cum Cost-Based Selection (QCBS) - 70:30** and further details on the evaluation process are specified in RFP.

The LDA/ RCUES reserves the right to accept or reject a bid or part thereof, or rejects all bids, without assigning any reason whatsoever, or cancels the tender without prior notice. Court jurisdiction in case of any disputes would be at Lucknow.

2. SCHEDULE OF SHORTLISTING PROCESS

Event Description	Indicative Dates and Time	Remarks
Date of Issue of RFP	05-12-2022	Online on E-procure portal.
Last date for sending pre-RFP queries	16-12-2022 by 12:00 PM	Through E-Mail
Pre-Bid Meeting	17-12-2022 at 1:00 PM	Online Meeting through Zoom App.
Last date of Submission of RFP (Bid Due Date)	11-02-2023 by 5:00 PM	Online Submission through e-procure portal.

Date of Opening of RFP Applications	13-02-2023 at 4:00 PM	Online on Zoom App.
Date of Presentation by the Bidders to the Authority	To be Communicated via E-Mail	
Opening of Financial Bid	To be Communicated to Qualified Bidders	
Letter of Award (LOA)	To be Communicated to Selected Bidder	
Validity of Bids	To be Communicated	
Signing of Concession Agreement	To be Communicated to Selected Bidder	

- If any date specified herein is a holiday, then the next working day will be considered for the activity and the time will remain the same.
- The schedule indicated above is tentative and LDA/RCUES may change any or the entire schedule with prior intimation to all Bidders.

3. COMMUNICATION

All communications excluding the submission of Application shall be addressed to E - mail:
tender.rcueslko@gmail.com

4. BACKGROUND

Uttar Pradesh is the most populous State of India with a total population of 19.96 crore according to Census, 2011 out of which 15.51 crore live in rural areas and 4.45 crore in urban areas. There has been a net addition of about 1.09 crore persons in the urban areas between 2001-2011. Thus, about 16.50% of the total population and 11.80% of the urban population of India reside in Uttar Pradesh. Out of 4041 statutory towns of India 648 (i.e., 16%) exist in Uttar Pradesh. Percentage of urban population to total population of the State stands at 22.28 as per 2011 Census whereas, this percentage was 20.78 in 2001. Thus, an increase of 1.50 percentage points has been recorded in the urban population during 2001-2011. However, the level of urbanization (22.28%) in the State is quite low as compared to all India figure of 31.16%. The decadal growth of urban population during 2001-2011 has been 28.75 per cent as against 31.80 per cent during 1991-2001. By 2021 the urban population of the State is estimated to be 5.83 crore which would mean an increase of 1.38 crore

as against 1.09 crore during 2001-2011.

Established in 1974 under the Uttar Pradesh Urban Planning & Development Act 1973, Lucknow Development Authority has progressed from small beginnings to embrace an overreaching authority in the development scenario of Uttar Pradesh. The Lucknow Development Authority intends to engage Consultants for assigning Transaction Advisory Monetization Consultancy providing assessment reports including financial information and projections which will be used to create the assets database. In this context, Regional Centre for Urban & Environmental Studies, Lucknow on behalf of Lucknow Development Authority invites Request for Proposal from consultants.

5. REQUEST FOR PROPOSAL

Regional Centre for Urban & Environmental Studies (RCUES), Lucknow on behalf of Lucknow Development Authority ((hereinafter referred to as the “**Authority**” or “**LDA/RCUES**”) is now inviting Request for Proposal (the “**RFP**”) from interested parties to undertake the process of “Selection of Consultant for providing Transaction Advisory Services” (the “**Project**”).

Transaction Advisory Services include Monetization Consultancy, for an Asset or Asset Bundle, which shall involve two broad sets of activities as provided herein, scope for each of which is as detailed further in Annexure 1. Transaction Advisory Services also include services related to Project Identification, Strategic Planning; preparation of Project Pre-Feasibility Report, Full Feasibility Study, and Procurement Report; Project Viability analysis; preparation of action plan to make sales according to the current scenario and to strengthen the financial position of the Authority and to get the maximum output by investing the available financial resources appropriately, to increase sales incentives, preparation of action plan for processing of income, to encourage and to sell the assets of the Authority's plans among investors, to study the market rate for the sale of undisposed properties compared to saleability of other properties and detailed action plan for the sale of future assets.

6. GENERAL TERMS & CONDITIONS

- All communications including Request for Proposal (RFP) and Consultant’s contract for the proposed consultancy will be issued in English language only.
- Proposals submitted by fax, telex or telegram shall not be entertained and shall be rejected
- The Consultant will be selected in accordance with the "Quality-cum-Cost Based Selection" (QCBS) procedures described in this RFP and in accordance with the procurement guidelines for the Selection of Consultant of Government of Uttar Pradesh.
- The selected Consultant will have to sign an Agreement with LDA.
- The Proposal shall be valid for a period of 180 days from the date of opening of the Financial Proposal.

- No Bidder shall submit more than one Proposal for the consultancy.
- The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process, visits to the Authority, etc. LDA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

7. ELIGIBILITY CRITERIA

7.1. Qualification and Basic Eligibility Criteria

- a. The Bidder should be a Private Limited Company / Limited Company / Limited Liability Partnership / Partnership Firm registered under the Companies Act, 1956 / 2013 / under the Limited Liability Partnership Act, 2008 / under the Partnership Act of 1932 in India. *The bidder shall be required to submit a true copy of its Registration Certificate or Certificate of Incorporation or equivalent.*
- b. The Bidder must have a valid PAN and Goods & Service Tax (GSTN) registration. *Certificate shall be attached.*
- c. The Bidder must have been registered in EPF, ESI and Labour Department. *Relevant Certificates shall be attached.*
- d. The Bidder shall have, over the past 5 (five) years preceding the Bid Due Date, undertaken a minimum of 5 (Five) Eligible Assignments in transaction advisory or any other Consulting assignment. These 5 assignments will be considered for evaluation in order of highest Total Project Cost (TPC). *Please attach relevant project citations mentioning the project title, the value of the contract, design brief, sample drawings, before/after photos, the contract duration and project work order / completion certificates.*
- e. The Bidder shall have received a minimum of Rs. 10 crores (Rs. Ten crore) per annum as professional fees during each of the 3 (three) financial years preceding the Bid Due Date. For the avoidance of doubt, professional fees hereunder refer to fees received by the Bidder for providing advisory or consultancy services to its clients. *Certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the 3 (three) financial years preceding the Bid Due Date and the fee received in respect of each of the Eligible Assignments specified in the Proposal.*
- f. Bidders are expected to make a presentation to the Authority on the following aspects of project development: -
 - Firm's capabilities demonstrated in successful completion of various transaction advisory services
 - Approach & Methodology

- Experience of working in different real estate sectors (Global and Indian)
 - Experience of working with multiple State Governments/Departments
- g. The Bidder shall have a minimum average annual turnover of Indian Rs. 20 (Twenty) crores during the last three (3) financial years' period comprised of 2019-20, 2020-21 & 2021-22*. *The bidder shall be required to submit a true copy of Audited balance sheet with supporting CA Certificate. *Incase CA certificate for FY 2021-2022 is not available bidder may submit for FY 2018-2019.*
- h. The Bidder shall have positive net worth in the last financial year (FY 2021 – 22*). *The bidder shall be required to submit a true copy of supporting CA Certificate with CA's Registration Number and Seal. *Incase CA certificate for FY 2021-2022 is not available bidder may submit for FY 2020-2021.*
- i. A recommended composition of a Transaction Advisory Team for any assignment proposed by the Sponsoring Authority, should be as below:

Key Personnel	Educational Qualification	Professional Experience	Experience on Eligible Assignments
Key Professionals (to be considered in Technical Scoring & Financial Bid Competitive Component)			
Team Leader	M.Plan/MBA/ CA/ CFA/MCA / BE / B.Arch. or equivalent	10 years	He should have led the team for transaction advisory of at least 5 (five) Eligible Assignments
Finance Expert	MBA/ CA/ CFA or equivalent	5 years	He should have worked as a Finance expert in at least 3 (three) Eligible Assignments. Experience of financial modelling.
Real Estate Valuation Expert	Post-graduate degree/PGDM in relevant discipline	5 years	He should have worked as a Real Estate Valuation expert in at least 3 (three) Eligible Assignments.

Other Professionals (Not to be considered in Technical Scoring & Financial Bid Competitive Components)			
Civil Engineer	Degree in Civil Engineering	5 years	He should have worked on BOQ / Cost Estimates for at least 5 infrastructure projects (Real Estate projects only).
Legal Expert	Bachelor's Degree in Law	5 years	He should have worked as a legal expert in at least 3 (three) Eligible Assignments.
Consultant <i>(Depending on size & complexity of project up to two consultants may be deployed)</i>	Urban Planner /MBA/CA/CFA or equivalent	5 years	He should have worked as member of a financial team in preparation of financial model and/or bid documents for at least 2 (two) Eligible Assignments.

- j. The Bidder/Parent/Subsidiary/affiliates company of Bidder should not have been blacklisted/debarred/termination of contract except for reasons of convenience of client by any Government/Government Board/State Government Authorities/ Corporation/ Company/ Statutory Body/ PSU company/ Non-Government/ Government of any sovereign countries/ Private Agencies and Funding Agencies in last 10 years. *Please attach a self-declaration stating the above. Self-declaration shall be on an Affidavit of Rs. 10/- Stamp paper.*
- k. Character Certificate from the competent Authority shall be attached.
- l. The Bidder should submit a Power of Attorney as per the format enclosed at Appendix 3B, authorising the signatory of the Application to commit the Bidder.
- m. Sub-consultancy and consortium shall not be allowed except for legal expert who is exempted from being on a permanent payroll and this position to be allowed to be sub-consulted.

8. PREPARATION & SUBMISSION OF THE RFP

- The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Proposals that are received in the required formats and complete in all respects.

- Technical Proposal: Annexure 4 (A), 4(B) & 4(C)
- Financial Proposal: Annexure 5
- The Bidder shall submit digitally signed and complete Proposal comprising the documents and forms. The submission shall be done electronically only.
- **ONLINE SUBMISSION: THE TENDER APPLICATION SHALL BE UPLOADED ON THE WEB PORTAL WWW.EPROCURE.GOV.IN DULY DIGITALLY SIGNED. NO PHYSICAL SUBMISSION OF APPLICATIONS SHALL BE ACCEPTED.**
- Bids submitted in hard copies or through e-mail or fax or some other means **will not be** considered.
- Each of the pages of this RFP may be duly signed by the Bidder/Tenderer.
- The price quoted by the bidder in the price bid shall be firm and fixed during the period and shall not be subject to any variation or escalation whatsoever, on any account.
- Price shall be quoted only in Indian Rupees.
- Price quoted shall be excluding applicable taxes, duties, etc. and as per format enclosed. Taxes should be mentioned separately.
- In the event of any increase or decrease in the rate of taxes due to any statutory notifications during the Term of the Agreement, the consequential effect shall be claimed extra.
- The Proposal shall be submitted in separate files/covers as marked below or shall not be evaluated after opening. The **BIDDER shall submit its Proposal in the following covers:**

Cover 1 – “Technical Proposal for “Selection of Consultant for providing Transaction Advisory Services”

Cover 2 – “Financial Proposal for “Selection of Consultant for providing Transaction Advisory Services”

9. SELECTION PROCESS & EVALUATION CRITERIA

- The Authority has adopted a two-stage selection process (collectively the “Selection Process”) in evaluating the Proposals comprising Technical and Financial proposals to be submitted in two separate files/covers or shall not be evaluated after opening. In the first stage, a technical evaluation will be carried out as specified below.
- The Authority shall open the Proposals on 13-02-2023 at 4:00 PM hours online on Zoom App at the Office of the Regional Centre for Urban & Environmental Studies, Lucknow. The authorized representatives

of the BIDDERS may choose to attend the Bid opening online.

- All the proposals will be scrutinized and candidates shortlisted. The Bidders will be evaluated based on appropriate marking system. The categories for marking and their respective marks are as under:

Sl. No.	Eligibility Criteria	Marking Criteria	Max. Marks
1	Experience: - Number of successful Transaction Advisory projects: Maximum of 20 marks will be awarded for the number of successful projects completed by the transaction advisor	Each successful transaction: 4 marks for each project (Maximum of 5 projects) <i>Work order and copy of duly signed concession agreement or any other documentary proof of successful transaction for technical close to be provided)</i>	20
2	Size of successful transaction advisory services undertaken: (Size wise) successful transactions will be considered and maximum 20 marks shall be awarded	For each project size Marks Above 100 Cr - 10 marks for each project Above 50 Cr - 5 marks for each project Equal to and above 20 Cr. – 2.5 marks for each project <i>Work order and copy of duly signed concession agreement or any other documentary proof (Signed by statutory auditor) of successful transaction to be provided.</i>	20
3	Turn Over: – Marks will be provided on the basis of financial strength of the organization. (Minimum average turnover of 20 Cr. in last 3 financial Yrs. i.e., 2019-20,2020-21, 2021-22). <i>*Incase CA certificate for FY 2021-2022 is not available bidder may</i>	For Average Turnover from 20 Cr to 30 Cr. – 10 marks. For Average Turnover more than 30 Cr & up to 50 Cr – 12 marks For Average Turnover above 50 Cr.- 15 marks	15

	<i>submit for FY 2018-2019.</i>		
4	Project Team: - marks will be provided on the basis of minimum eligibility criteria of Key professional staff: Qualification & competency for the assignment / job.	Team Leader – 8 marks Financial Expert – 3.5 marks Real Estate Valuation Expert – 3.5 marks	15
5	Presentation by organization	<ul style="list-style-type: none"> • Firm's capabilities demonstrated in successful completion of various transaction advisory services – 10 Marks • Approach & Methodology - 10 Marks • Experience of working in different real estate sectors (Global and Indian) - 5 Marks • Experience of working with multiple State Governments/Departments - 5 Marks 	30
Grand Total			100

- The total of the Marks obtained by the bidder in the Technical Evaluation including the presentation will be the Technical Evaluation Score of the Bidder. Bidders obtaining a Technical Evaluation Score of 70 or more will be eligible for next stage of Tendering process (qualified bidder) i.e., opening of the financial Bid.
- The financial bid of the technically qualified bidders shall be considered for opening of financial bid. Maximum of 100 marks shall be given on financial bid as per following details. The proposal with the lowest cost may be given a financial score of 100 and the other proposal given financial score that are inversely proportionate to their prices.
- Process of Selection: Quality (70%) and Cost (30%) Based Selection QCBS - 70:30. The technical quality of the proposal will be given weight of 70%, the method of evaluation of technical qualification will follow the procedures indicated in the RFP document. The financial proposal shall be allocated weight of 30%. For working out the combined score, the employer will use the following formula:

Total combined score = T (w) x T (s) + F (w) x F(s), where F(s) = {(LEC / EC) *100}

where,

T (w) stands for weight of the technical score

T (s) stands for technical score

F (w) stands for weight of the financial proposal

EC stands for Evaluated Cost of the financial proposal

LEC stands for Lowest Evaluated Cost of the financial proposal

F(s) stands for financial score of the financial proposal

• The scores of the bidders on the technical evaluation criteria and the financial evaluation criteria will be added. The bidder with highest combined score (**H1**) will be the Preferred Bidder (Selected Bidder).

• **Important Notes:**

1. The values in Financial Bid shall be neatly typed. Any hand written Financial Bid or with overwriting shall be liable for rejection.

2. The quoted amount must not include any decimals and shall be whole numbers only.

10. REJECTION OF INCOMPLETE & CONDITIONAL BIDS

• Notwithstanding anything contained in this Document, the Authority 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 cancellation, and

• The Authority reserves the right to reject any RFP if:

a) at any time, a material misrepresentation is made or uncovered, or

b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the RFP.

11. LAST DATE OF SUBMISSION OF PROPOSAL

• The Application or its modifications must be uploaded on the portal no later than the deadline mentioned in the Schedule of Shortlisting Process (refer Clause 2), or any extension to this deadline. The electronic system will not accept any Bid or its modification for uploading after the deadline. Applications submitted by either facsimile transmission or telex shall not be accepted.

- The Authority may, in exceptional circumstances, and at its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 15.3, uniformly for all Bidders.
- **The application shall be uploaded on the web portal www.eprocure.gov.in duly digitally signed.**
- The RFPs must be uploaded not later than **Bid Due Date by 5:00 PM** for the “**Selection of Consultant for providing Transaction Advisory Services**”.

12. DATE OF PROPOSAL OPENING

The RFP shall be opened for evaluation after the RFP Submission on **13-02-2023** at 4:00 PM hours online on Zoom App at the Office of the Regional Centre for Urban & Environmental Studies, Lucknow. The authorized representatives of the BIDDERS may choose to attend the Bid opening online.

13. CONFIDENTIALITY

Information relating to the examination, clarification, evaluation for selection, and recommendation of the Preferred BIDDER(s) / Successful BIDDER(s) shall not be disclosed to any person who is officially not concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the process. The Authority shall treat all information submitted as part of RFP as confidential and shall require all those who have access to such material to treat the same in confidence. The Authority shall not divulge any such information unless it is ordered to do so by any authority that has power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority.

14. TERMINATION OF CONTRACT

The Authority, if not satisfied with the work performance of the Consultant, may terminate the Contract with 30 days' notice in advance. If the Consultant decides to terminate the Contract, then he/she should give at least a month's advance notice to the Department.

The Authority expects all the Key Personnel to be available during the Contract period. The Authority shall not consider substitution of Key Personnel except for reason so if 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, else the Authority may terminate the Contract.

15. PAYMENTS TERMS & CONDITIONS

- The Consultant has to raise monthly invoice for payment of monthly Invoices.
- Payment has to be made within 15 days after receiving the invoice for each month.
- The Fees payable are exclusive of GST as applicable from time to time. GST should be charged extra.

- TDS and other statutory deductions to be deducted as per Government Rule.
- Payment will be made only through RTGS/NEFT electronic transfer to the Consultant's account.

16. PROJECT DELIVERABLES WITH TIME & PAYMENT SCHEDULE

Sl. No.	Deliverable	Time Schedule	Payment Schedule (in %)
1.	Date of Contract Signing Issue of Letter of Acceptance (LOA)	T	Nil
2.	Project Kick-Off Presentation with the Technical Review Committee (TRC)	T + 1 day	Nil
3.	Submission of Inception Report: Situation Assessment	T + 15 days	Nil
4.	Collection of all data relevant to preparation of Asset Plan (Sl. No. 1 (a) to (h) as per Scope of Services in Annexure 1 and Compilation of all data and approval from the Authority	T + 90 days	15% of total contract value
5.	Submission and Approval of Activities in preparation of Asset Plan (Sl. No. 2, 3 & 4)	T + 120 days	15% of total contract value
6.	Submission and Approval of Activities in preparation of Asset Plan (Sl. No. 5, 6, 7, 8 & 9)	T + 150 days	15% of total contract value
7.	Submission and Approval of Activities in preparation of Asset Plan (Sl. No. 10) and submission of Draft Asset Plan	T + 180 days	20% of total contract value
8.	Submission and Approval of Final Asset Plan with Proposed Credit Assessment Plan	T + 210 days	35% of total contract value

Note: "T" commences from issue of Letter of Acceptance. The stages above in Project Deliverables may be shuffled during the contract period based on project progress or project demand in future through mutual discussion.

The Total Contract Period is of 07 (seven) months. In case of delay, which is solely on the part of the consultant in completing any activity, within the stipulated timeline, a penalty of 1% contract value would be levied on the total contract value for every week of delay. All penalties put together are capped to maximum of 10% of contract value.

The possibility of renewal of contract period shall be subjected to work requirements and satisfactory performance of the Consultant. Extension of work of the Consultant beyond this period shall be subject to the recommendation of LDA.

17. ARBITRATION

If the parties are unable to resolve the Dispute by way of amicable settlement in accordance as above, the parties shall refer such Dispute for Arbitration. Any dispute or difference of any nature whatsoever or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this RFP shall be referred to the Sole Arbitrator appointed by the Vice-Chairman (VC), LDA/ Director, RCUES. The Award of the Arbitrator so appointed shall be final, conclusive and binding on all parties to the Agreement, subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications/amendments of or re-enactment thereof and the rules made there under and for the time being in force shall apply to the Arbitration proceedings under this clause. The place of arbitration shall be Lucknow only. The language to be used in the arbitral proceedings shall be English. The dispute, controversy or claim shall be decided in accordance with the Indian Laws only. Each Party shall bear the cost of preparing and presenting its own case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the arbitration award otherwise provides. The award of the arbitration panel shall be final and binding and neither Party shall be entitled to commence or maintain any action in a court of law upon the Dispute, except for the enforcement of an arbitral award granted pursuant to this part.

18.1 *Number of Applications*

18. INSTRUCTION TO THE BIDDER

Each BIDDER is eligible to submit one proposal in the format prescribed in the RFP document.

18.2 *Proposal Validity*

The Proposal shall remain valid for acceptance by the Authority for a period of **180 days** from the date of opening of Financial Proposal. In case of need the Authority may request the BIDDERS to extend the period of validity of their proposals on the same terms and conditions.

18.2.1 Bidders may note that the Authority will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders would have to be unconditional and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

18.2.2 The BIDDERS can submit their queries through email, latest by **16-12-2022 by 12:00 PM at tender.rcueslko@gmail.com**.

18.2.3 The Authority shall endeavor to clarify the queries to all the BIDDERS by posting clarification on the RCUES web site, www.rcueslucknow.org within a week time, without identifying the party seeking the clarifications.

18.3 Earnest Money Deposit

18.3.1 The Bidder shall furnish as part of its Proposal, an Earnest Money Deposit (EMD) of Rs. 1,00,000 (Rupees One Lakh Only) through an online payment as described in Data Sheet of this RFP. The Selected Bidder's EMD shall be returned, upon the Bidder signing the Contract and providing the Performance Security to the Authority.

18.3.2 Any Bid not accompanied by the EMD shall be rejected by the Authority as non-responsive.

18.3.3 The Authority shall not be liable to pay any interest on the EMD and the same shall be interest free.

18.3.4 The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the EMD shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- a. If a Bidder submits a non-responsive Proposal;
- b. If a Bidder engages in any of the Prohibited Practices specified in Clause 18.9 of this RFP;
- c. If a Bidder withdraws its Proposal or increases their quoted prices during the period of its validity as specified in this RFP and as extended by the Bidder from time to time;
- d. In the case of a Selected Bidder, if the Bidder fails to sign the Contract along with provision of Performance Security or commence the assignment as per Terms & Conditions of this RFP; or
- e. If the Bidder is found to have a Conflict of Interest as specified in Clause 18.8.

18.3.5 The EMD of unsuccessful Bidders will be returned, without any interest, as promptly as possible, but not later than 30 days after signing the contract with the Selected Bidder or cancellation of the Bid process by the Authority.

18.4 Performance Security

18.4.1 The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- a. If a Bidder engages in any of the Prohibited Practices specified in Clause 18.9 of this RFP;
- b. if the Bidder is found to have a Conflict of Interest as specified in Clause 18.8; and
- c. if the Selected Bidder commits a breach of the Contract.

18.4.2 An amount equal to 5% (five per cent) of the Contract Value shall be deemed to be the Performance Security for the purposes of this Clause, which may be forfeited and appropriated in accordance with the provisions hereof.

18.5 Amendment of RFP

At any time prior to the Proposal Due Date, the Authority for any reason, whether on its own initiative or in response to clarifications requested by a prospective BIDDERS, may modify and/or amend the RFP Document or part thereof by the issuance of an amendment.

Any amendment thus issued shall form a part of the RFP Document and shall be communicated through RCUES Website/ E-Tender Website.

To give the prospective BIDDERS reasonable time in which to take such amendments/modifications into account for preparing their Proposals, the Authority reserves the right to extend the Proposal Due Date.

18.6 Confidentiality

Information relating to the examination, clarification, evaluation for selection, and recommendation of the Preferred BIDDERS / Successful BIDDERS shall not be disclosed to any person who is officially not concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the process. The Authority shall treat all information submitted as part of Proposal as confidential and shall require all those who have access to such material to treat the same in confidence. The Authority shall not divulge any such information unless it is ordered to do so by any authority that has power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority.

18.7 Litigation History

The Consultant/Bidder/Parent/Subsidiary/affiliates company of Bidder should not have been blacklisted / debarred / termination of contract except for reasons of convenience of client by any Government / Government Board / State Government Department/ Corporation / Company / Statutory Body / PSU company / Non- Government/ Government of any sovereign countries/ Private Agencies and Funding Agencies in last 10 years. *Please attach a self-declaration stating the above. Self-declaration shall be on an Affidavit of Rs. 10/- Stamp paper.*

18.8 *Conflict of Interest*

The BIDDER shall not have a conflict of interest (the “Conflict of Interest”) that affects the selection process. Any BIDDER found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such BIDDER’s Application (the “Damages”), without prejudice to any other right or remedy that may be available to the Authority under the agreement or otherwise.

A firm that has been engaged by the Employer to provide goods, works or Assignment/job other than consulting Assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting Assignment/job related to those goods, works or Assignment/job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/job other than consulting Assignment/job resulting from or directly related to the firm’s consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same or for another Employer. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting an Employer in the privatization of public assets shall not purchase, nor advice purchasers of, such assets.

The Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer’s staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

The Consultant has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the Consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.

18.9 *Fraud and Corrupt Practices*

The BIDDERS and their respective officers, employees, agents shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained herein, the Authority may reject an application without being liable in any manner whatsoever to the BIDDER if it determines that the BIDDER has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the selection process.

Bidder should have, during the last five years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor engaged in fraudulent misconducts, nor anti bribery, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.

Without prejudice to the rights of the Authority hereinabove, if the BIDDER is found by the Authority, 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, such BIDDER shall not be eligible to participate in any of EOI/ RFP issued by the Authority during a period of 2 (two) years from the date such BIDDER is found by the Authority 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, as the case may be. For the purposes of this, 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 actions 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 the Authority who is or has been associated in any manner, directly or indirectly, with the selection process or the LOA or has dealt with matters concerning the agreement 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 the Authority, shall be deemed to constitute influencing the actions of a person connected with the selection process); or (ii) engaging in any manner whatsoever, whether during the selection process or after the issue of the LOA or after the execution of the agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- b. “Fraudulent practice” means a misrepresentation or omission of facts or suppression 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 person 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 the Urban Development Department, Government of UP 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 BIDDERS with the objective of restricting or manipulating a full and fair competition in the selection process.

Annexure 1 – Terms of Reference (ToR)**Scope of Services**

Transaction Advisory Services include Monetization Consultancy, for an Asset or Asset Bundle, which shall involve two broad sets of activities as provided herein, scope for each of which is as detailed further. Transaction Advisory Services also include services related to Project Identification Strategic Planning; preparation of Project Pre-Feasibility Report, Full Feasibility Study, and Procurement Report; Project Viability analysis; preparation of action plan to make sales according to the current scenario and to strengthen the financial position of the Authority and to get the maximum output by investing the available financial resources appropriately, to increase sales incentives, preparation of action plan for processing of income, to encourage and to sell the assets of the Authority's plans among investors, to study the market rate for the sale of undisposed properties compared to saleability of other properties and detailed action plan for the sale of future assets.

Objectives of this Assignment

Over-arching objective of this assignment is to facilitate leveraging by Lucknow Development Authority from multiple sources including the capital markets, the commercial term loan market and private sector through creation of National Credit database, which may be used by lenders and investors in Development Authority debt and assist Development Authority in PPP projects. The other objectives include:

The Consultant will also submit a detailed credit assessment report on the Lucknow Development Authority covering the macro-economic situation in the state, level and diversity of economic activity in the Lucknow city, socio-economic profile of population, the legal framework governing Lucknow Development authority functioning, existing institutional structure and service delivery arrangements, administrative set-up and Lucknow Development authority leadership, current quality of urban services, proposed projects under “any scheme” and other schemes and their likely impact on service levels, accounting guidelines, assessment of past financial performance (previous five years) and debt profile. In addition, the consultant will have to submit financial projections under a realistic base case scenario and assess level of sustainable borrowing by each Lucknow Development authority to support their investment other programs. The consultant will also have to prepare a Financial Improvement Action Plan in consultation with the Lucknow Development authority and assess likely impact of proposed investments and reforms on Lucknow Development authority finances and borrowing capacity and submit separate financial projections for the same.

Financial Performance

- a. Revenue: Growth trends and diversity
 - i. Own tax sources:
 1. Sale of Land
 2. Tax on deeds of immovable property
 3. Development fee (includes external and internal development charges)

4. City development charges
 5. Land conversion charges
 6. Purchasable FAR charges
 7. Compounding charges
 8. Development licence fee
 9. Map fee
 10. Impact fee
 11. Stacking charges
 12. Permission fee
 13. Free hold charges
 14. Sub-divisional charges
- ii Grants / Fiscal transfers (level of dependence on State Government)
- iii User Charges and other Non-Tax Revenues

Preparation of Asset Plan

The Monetization Consultant may be required to undertake end to end Monetization Consultancy or a set of identified deliverables for a particular Asset or Asset Bundle. Detailed scope of work, under respective Assignments, will be provided along with work-order for each Assignment.

1. **Preparation of Asset Plan:** The scope of services for a particular Asset or Asset Bundle (collectively referred to as the "Asset") shall include: Undertaking detailed commercial, legal and regulatory analysis of the Asset including but not limited to information/assessment of:
 - a) Capacity, location, date of commissioning, residual life, nature of ownership (owned/rented/through public private partnership etc.);
 - b) Project parameters and past operational availability, utilization, defects etc.; performance viz.
 - c) Current book value of the Asset and cumulative and capital investment by the Asset Owner, including the funding plan therein;
 - d) Past financial performance over 3-5 years including revenue generated, operating expenditure incurred, fixed expenditure incurred, long/short-term asset/liabilities etc.;
 - e) Contracts entered into with respect to the Asset, including for the purpose of construction, operations, maintenance, usage etc.;
 - f) Any statutory or regulatory guidelines or compliances for the Asset;
 - g) Number and nature of manpower deployed for the Asset etc.
 - h) Collection, compilation and analysis of relevant data will need to be undertaken wherever the same is not readily available/compiled;
2. Assessing the underlying revenue model and evaluate alternative revenue models and pros and cons of these models from the perspective of monetization. Recommend the model most suitable for ensuring efficient delivery of services to public/users, attractiveness of Asset to investors and maximization of value received:

3. Recommending the most optimal choice for the model for monetization explaining the rationale and criteria. The Monetization Consultant is expected to elaborate the detailed contours of the chosen structure including the recommended terms, ownership structure, capital structure, documentation required etc.;
4. Preparation of alternative business models for any projects/assets which are pending to be fully developed/exploited or are packaged along with the primary Asset viz. real estate etc.;
5. Estimation/review initial costs of augmentation of Asset (if any) as also any other project/asset packaged along with. Such estimation may be based on information provided by the Asset Owner or as per generally accepted norms/ principles for undertaking such augmentation or comparable transactions etc.
6. Prepare the detailed financial model including among others the revenue and expenditure projections, mandatory augmentation requirement, accounting and tax implications, returns to the Asset Owner and investors etc. over the entire period of concession/transfer envisaged under the monetization model. The financial model should include all necessary assumptions, calculations, statements, ratios etc. required for evaluating various aspects of the transaction;
7. Determine the expected monetizable value of the Asset. The expected monetizable value should be determined based on the most appropriate methodology, depending upon the asset category, model adopted, market practice etc. Comparison of valuation under various estimation methodologies may be provided for better evaluation. Scenario analysis should also be undertaken to ascertain a range of expected monetizable value for the Asset. depending on performance, market conditions yield expectations etc.;
8. Identify various risks in the transaction and recommend allocation/ mitigation of same as necessary;
9. Provide detailed advice on taxation (direct and indirect), duties, regulatory requirements/ implications and legal aspects of the recommended model of monetization. Prepare and submit the detailed transaction advisory report including all of aforementioned and any other necessary, relevant inclusions;
10. Articulate a detailed strategy and action plan for implementation of monetization through proposed model including prioritized activities, outcomes, dependencies etc. with buy-in on the roadmap:
 - a. Identification of various activities leading to end-to-end implementation of proposed monetization;
 - b. Identification of appropriate agencies and/or departments (as applicable) for implementation;
 - c. Schedule of timelines for implementation;
 - d. Key milestones and leading indicators of success;
 - e. Resource requirements;
 - f. Identification of applicable approvals including all statutory regulatory clearances etc.;
 - g. Support required from other Government departments including both State and Central Government, urban local bodies etc.;
 - h. Legal, regulatory implications and actions points if any.
11. Undertake all the other activities incidental to aforementioned scope. including but not limited to, modifications and finalization based on inputs from Authority and/or Asset Owner, hand-holding

Authority and/or Asset Owner/ its representatives during the preparation of transaction documents and bidding/ investment process, providing any tax, legal or other advice etc. as need be.

Sample Illustration: Recast accounts

Part I - Revenue Account						
I	Revenue Income					
	A	Own Sources				
	<u>Tax Revenue</u>					
	1	Sale of Land				
	2	Tax on deeds of immovable property				
	3	Development fee (Includes external and internal development charges)				
	4	City development charges				
	5	Land conversion charges				
	6	Purchasable FAR charges				
	7	Compounding charges				

	8	Development licenses fee				
	9	Map fee				
	10	Impact fee				
	11	Stacking charges				
	12	Permission fee				
	13	Free hold charges				
	14	Sub-divisional charges				
		Sub-Total (Tax Revenue)				
	<u>Non-Tax Revenue</u>					
		Rent from Civic Amenities				
		Rent from Lease Lands				
		Other Rent				
		Empanelment & Registration Charges				
		Licensing Fess				
		Fees for Grant of Permit				

		Fees for Certificate or Extract				
		Development Charges				
		Regularization Fees				
		Penalties and Fines				
		Other Fees				
		User Charges				
		Entry Fees				
		Recovery Charges for damages to Roads				
		Sale & hire charges				
		Income from Investments				
		Interest Earned				
		Other Income				
		Sub-Total (Non Tax Revenue)				
		Tax + Non-Tax Revenue				
	B	Rev, Grants & Contributions				

		Stamp Duty on Transfer of Properties				
		Compensation in Lieu of Octroi				
		Compensation in Lieu of Pilgrim Tax				
		Basic services programme				
		State Finance Commission				
		Road Maintenance Grant				
		State Finance Commission Grant				
		Central Finance Commission Grant				
		Other Grants				
	Total Grants & Contributions					
Total Revenue Income						
	Revenue Expenditure					
	A	Establishment expenses				
		Salaries/ Wages				

		Pension & retirement benefits				
	Total Salary Expenses					
	B	Operation & Maintenance				
		Power & Fuel				
		Consumption of Stores				
		Hire Charges				
		Repairs & Maintenance-Infrastructure Assets				
		Repairs & Maintenance-Civic Amenities				
		Repairs & Maintenance-Buildings				
		Repairs & Maintenance-Vehicles				
		Repairs & Maintenance-Furniture				
		Repairs & Maintenance-Office Equipment				
		Repairs & Maintenance				

		Electrical Appliances				
		Repairs & Maintenance Others				
		Other Operating & Maintenance Expenses				
	Total O&M Expenses					
	C	Debt Servicing				
		Interest & finance charges				
	Total Debt Servicing					
Total Revenue Expenditure						
Part II - Capital Account						
I	Capital Income					
	A	Own Sources				
		Sale				

	B	Loans				
	C	Grants & Contributions				
	1	State Grants				
		Central Grants				
		Other Grants				
Total Capital Income						
II	Capital Expenditure					
		XYZ Project- Consolidated Expenses				
		ABC -Consolidated Expenses				
		Other programme expenses				
Total Capital Expenditure						

Annexure 2 – Bid Covering Letter

Dated:

To

The Director,

Regional Centre for Urban & Environmental Studies Ministry of Housing & Urban Affairs, Government of India Adjacent Registrar's Office, University of Lucknow Campus Lucknow-226007 (Uttar Pradesh)

Sub: "Selection of Consultant for providing Transaction Advisory Services"

Sir

- a) With reference to your advertisement, and having examined the RFP Document and understood their contents, I hereby submit this bid for the said project. My bid is unconditional and unqualified.
- b) I acknowledge that the Authority will be relying on the information provided in the RFP document for selection and I certify that all information provided therein is true and correct: nothing has been omitted which renders such information misleading; and all documents accompanying this bid are true copies of their respective originals.
- c) I shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the bid.
- d) I acknowledge the right of the Authority to reject the bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- e) I certify that I fulfill the qualification and experience as sought by the Authority.
- f) I also certify that the Bid is valid for a period of 180 days from the date of opening of the RFP.
- g) I further certify that no investigation by a regulatory Authority is pending against me.

Yours faithfully,

(Signature and stamp)

Name:

Address:

Mobile No:

E-mail ID:

Annexure 3A - Format for the Details of the Bidder

1.	Name of the Organisation/Firm making this application:	
2.	Legal status of the organization:	
3.	Date of incorporation/commencement of business:	
4.	PAN No. :	
5.	GST No. :	
6.	Name, Designation and Contact details of authorized person:	
7.	Address for Correspondence:	
8.	Telephone No. /Mob No. /Fax No.:	
9.	Number of years in sector of relevance:	
10.	Details of Bid Processing Fees of Rs. 25,000/- + GST @18% = Rs. 29,500/- (Rupees Twenty-Nine Thousand Five Hundred Only) (Mention UTR No./DD No.)	
11.	Details of EMD of Rs. 1,00,000/-	

	(Rupees One Lakh only) (Mention UTR No./DD No.)	
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I _____, son/daughter of _____ hereby declare that the information given in this form is true and correct to the best of my knowledge and belief.

Signature with Stamp: _____

Dated: _____

Place: _____

Annexure 3B - Power of Attorney for Signing of Application

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

Power of Attorney

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

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

For _____

(Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Note:

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

Annexure 4 – Technical Bid (Part A)*Format for Bidder's experience*

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted firm for providing Transaction Advisory Services or similar to the ones requested under this assignment.]

- Limit each project to 2 single sided pages (1 sheet double sided)
- Use projects with copy of proof of experience as required for meeting the minimum qualification criteria prescribed.
- Exhibit projects in the last five years from the Bid Due Date.

Assignment Name and project cost:	Approx. value of the contract (in INR in Crore):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your agency/firm under the contract (in INR in Crore):

<p>Start Date (Month/Year):</p> <p>Completion Date (Month/Year):</p>	<p>No. of professional staff – months provided by associated Consultants:</p>
<p>Name of Lead Partner:</p>	<p>Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Director/Coordinator, Team Leader):</p>
<p>Name of Associated Consultants, If any:</p>	
<p>Narrative Description of Project:</p> <p>(Highlight project cost in the narration)</p>	
<p>Description of actual services provided by your staff within the assignment:</p>	

Agency/Firm's Name:

Authorized Signature:

Note:

Client certificates shall be provided for each project. In case Client certificates are not available for some projects before the Bid Due Date and the Bidder is subsequently selected as the preferred bidder, the Bidder shall be required to submit the Client certificate for the specific projects for which Client certificate was not submitted. In the event of the Bidder not providing these Client certificates within 15 days of award, cancel the award to the Bidder and appropriate the EMD submitted by the Bidder as damages.

For the purpose of evaluation of Bidders, the conversion rate of USD to INR shall be considered at the applicable currency conversion rate published by the Reserve Bank of India (RBI) 60 days before the Bid Due Date. In case of any other currency the same shall first be converted to USD as on the date 60 (Sixty) days prior to the Bid Due Date and the amount so derived in USD shall be converted in to INR at the aforesaid rate. The conversion rate of such currency shall be the daily representative exchange rates published by the IMF for the relevant date.

Please limit the description of the project in two A4 size sheets of paper. Descriptions exceeding two A4 size sheet of paper shall not be considered for evaluation.

Annexure 4 - Technical Bid (Part B)*Team Composition Task Assignment/Jobs*

Proposed Key Professionals & Support Professionals

Sr. No.	Name of Staff	Area of Expertise	Position / Task assigned for this job
Key Professionals			
1.	Team Leader		
2.	Finance Expert		
3.	Real Estate Valuation Expert		
Support Professionals			
1.	Civil Engineer		
2.	Legal Expert		
3.	Consultant-1		
4.	Consultant-2		

Curriculum Vitae of the Proposed Key Professionals & Support Professionals

Proposed Position	
Name of Firm	<i>Insert name of firm proposing</i>
Name of Expert	
Date of Birth	
Nationality	
Education	<i>Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained</i>
Membership in Professional Associations	
Training & Publications	<i>[Indicate significant training since education degrees (under 5) were obtained]</i>
Countries of Work Experience	<i>List countries where staff has worked in the last ten years</i>
Languages	<i>Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or 'poor'.</i>
Employment Record	From: Date to Date Employer:
	<i>[Starting with present position, list in reverse order every employment held. For experience in last years, also give types of activities performed and client references,</i>

<i>where appropriate.]</i>	Position Held:
Detailed Tasks Assigned	
Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned	<p><i>[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed above.]</i></p> <p>Name of assignment or project:</p> <p>Year:</p> <p>Location:</p> <p>Client:</p> <p>Main project features: [size in INR, type, and services provided]</p> <p>Positions held:</p> <p>Activities performed:</p>

Certification

(Signature with date)

I, the undersigned, certify to the best of my knowledge and belief that this CV correctly describes my qualifications and my experience. I understand that any willful misstatement described herein may lead to disqualification or dismissal, and/or any other disciplinary action being taken by the Authority.

Annexure 4 - Technical Bid (Part C)***Description Of Approach, Methodology and Work Plan for Performing the Assignment/Job***

(Not more than six pages)

Technical approach, methodology and work plan are key components of the Technical Bid.

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

b) Work Plan. The consultant shall propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the TOR in Annexure 1.

c) Organization and Staffing. The consultant shall propose and justify the structure and composition of its team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.

You are suggested to present your Technical Bid divided into the following:

- Firm's capabilities demonstrated in successful completion of various transaction advisory services
- Approach & Methodology
- Experience of working in different infrastructure sectors (Global and Indian)
- Experience of working with multiple State Governments/Departments

Annexure 5 – Financial Proposal – Standard Forms**FORM FIN – 1****FINANCIAL PROPOSAL SUBMISSION FORM***(To be filled & submitted as separately)*

To,

[Location, Date]

The Director

Regional Centre for Urban & Environmental Studies Ministry of Housing & Urban Affairs,

Government of India

Adjacent Registrar's Office, University of Lucknow Campus Lucknow-226007 (Uttar Pradesh)

Sub: "Selection of Consultant for providing Transaction Advisory Services"

Sir,

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is inclusive of the Domestic taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name & Address of Firm:

¹ Sub Total (A) as per Form FIN 2

FORM FIN – 2
SUMMARY OF COSTS

Particulars	Amount in Rupees
A. Competitive Components	
‘Time Based Task under Scope of Services (Annexure -1)’	
(1) Remuneration of Key Professionals (Please note that amount shall be the same as in Form FIN-3A)	X
Sub Total (A)²	X
B. Non-Competitive Components	
‘Time Based Task under Scope of Services (Annexure -1)’	
(1) Remuneration of Support Professionals (Please note that amount shall be the same as in Form FIN-3A)	X1
(2) Reimbursable (Please note that amount shall be the same as in Form FIN-4A)	X2
‘Lump Sum Task related to Scope of Services (Annexure -1)’	
(3) Remuneration (Please note that amount shall be the same as in Form FIN-3B)	Y1
(4) Reimbursable (Please note that amount shall be the same as in Form FIN-4B)	Y2
(5) Provisional Sum (Please note that amount shall be the same as in Form FIN-5)	Z1
(6) Contingency (Please note that amount shall be the same as in Form FIN-5)	Z2
Sub Total (B)	X1 + X2 + Y1 + Y2 + Z1 + Z2
Total Cost of Financial Proposal (A+B)	
GST (as applicable)	
GRAND TOTAL (in Figures)	
GRAND TOTAL (in Words)	

Authorized Signature

Name:

Designation:

Name of Firm:

Address:

² The Evaluation of Financial Proposal shall be done on Competitive Components only.

FORM FIN – 3A (TIME BASED TASK UNDER SCOPE OF SERVICES (ANNEXURE -1))**BREAKDOWN OF REMUNERATION**

(KEY PROFESSIONALS AND SUPPORT PROFESSIONALS)

(For details, please refer to Note below)

Sl. No	Name of Staff	Position	Man – Month Rates (A) in Rupees	Proposed Man Months (B)	Total Amount in Rupees* (A)*(B)
Key professionals *					
1.		Team Leader			
2.		Finance Expert			
3.		Real Estate Valuation Expert			
Total (X)					
Support Professionals					
1.		Civil Engineer			
2.		Legal Expert			
3.		Consultant-1			
4.		Consultant-2			
Total (X1)					

*Mention the currency in which the prices are quoted if it is permitted to do so under RFP.

*1 Key Professionals are to be indicated by name and will be considered for Competitive Components

*2 Support Professionals is to be indicated per category (e.g.: Legal, Engineer, Planner, etc.) and will be considered for Non-Competitive Components

Total Remuneration of Key Professionals (X) = _____ (Amount in Rs. Words)

Total Remuneration of Support Professionals (X1) = _____ (Amount in Rs. Words)

Note:

1. Cost of Secretarial services, if any, will be indicated in form Fin-5.
2. Positions of Key Professionals shall coincide with the ones indicated in Annexure -4 (Part B).

FORM FIN – 3B (LUMP SUM TASK RELATED TO SCOPE OF SERVICES (ANNEXURE -1))**BREAKDOWN OF REMUNERATION**

(PROFESSIONAL STAFFS AND SUPPORT STAFFS)

(For details, please refer to Note below)

When used for ‘Lump-Sum’ contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; At least 50% of the estimated man-month needs to be deployed at site and 50% home office input for back-end support. To calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under ‘Lump-Sum’.

Sl. No	Name of Staff	Position	Man – Month Rates (A) in Rupees	Proposed Man Months (B)	Total Amount in Rupees* (A)*(B)
Professional Staffs					
1.					
2.					
3.					
4.					
5.					
Support Staffs					
1.					
2.					
3.					
4.					
5.					
6.					
Total (Y1)					

*Mention the currency in which the prices are quoted if it is permitted to do so under RFP.

Total Remuneration (Y1) = _____ (Amount in Rs. Words)

Note:

1. Professionals Staffs & Support Staffs will be considered for Non-Competitive Components
2. Cost of Secretarial services, if any, will be indicated in form Fin-5.

FORM FIN – 4A (TIME BASED TASK UNDER SCOPE OF SERVICES (ANNEXURE -1))**BREAKDOWN OF REIMBURSIBLE EXPENSES**

Sl. No	Description	Unit	Quantity	Unit Price in Rupees	Total Amount in Rupees
1	Per diem allowance, including hotel allowance, for experts for every day of absence from the home office for the purposes of the Services	Per Day			
2	Cost of office operation, including overheads and back-stop support	Per Month			
3	Local Transportation	Vehicle			
4	Communication Costs to all personnel and Office	Per Month			
5	Cost of Reports Production (including printing) and delivering to the Client at project Cities and Central office	Per Month			
6	Other Allowances where applicable				
Sub Total: Reimbursable Expenses carried to FIN 2 (X2)					

***Total Reimbursable (X2): = _____ Total amount in Rupees.**

Amount in words:

FORM FIN – 4B (LUMP SUM TASK RELATED TO SCOPE OF SERVICES (ANNEXURE -1))**BREAKDOWN OF REIMBURSIBLE EXPENSES**

When used for 'Lump Sum' contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under 'Lump Sum'

Sl. No	Description	Unit	Quantity	Unit Price in Rupees	Total Amount in Rupees
1	Per diem allowance, including hotel allowance, for experts for every day of absence from the home office for the purposes of the Services	Per Day			
2	Cost of office operation, including overheads and back-stop support	Per Month			
3	Local Transportation	Vehicle			
4	Communication Costs to all personnel and Office	Per Month			
5	Cost of Reports Production (including printing) and delivering to the Client at project Cities and Central office	Per Month			
6	Other Allowances where applicable				
Sub Total: Reimbursable Expenses carried to FIN 2 (Y2)					

***Total Reimbursable (Y2): = _____ Total amount in Rupees.**

Amount in words:

FORM FIN – 5

PROVISIONAL SUMS					
i	Office Equipment	LS	To be estimated and indicated		
ii	Survey, Tests, Investigation and Reports etc.	LS	To be estimated and indicated		
iii	Workshops and Seminar	LS	To be estimated and indicated		
iv	Intercity Travels	LS	To be estimated and indicated		
Sub Total: Provisional Sums (Z1)					
Contingency (Z2)					To be clearly indicated in RFP. Approx. 5-10% of the estimated cost
Total of provisional sum + contingency (Z1 + Z2)					

Total of provisional sum + contingency (Z1 + Z2): = _____ Total amount in Rupees.

Amount in words:

APPENDIX: NOTE FOR PREPARATION OF FINANCIAL PROPOSAL

1. **Form FIN-1** Financial Proposal Submission Form shall be filled as per the instructions provided in the Form.
2. **Form FIN-2** Summary of Costs: Form FIN-2 provides a summary of the elements of estimated costs for implementation of the proposed Transaction Advisory services.
3. **Form FIN-3** Remuneration
 - (i) The purpose of Form FIN-3 is to identify the monthly billing rates for each Personnel to be fielded by the Consultant as part of its proposed team of experts.
 - (ii) The month shall be calculated as per follows: 1 year = 12 months
 - (iii) Support Staff is also included in this form.
4. **Form FIN-4** – Reimbursable Expenses

The purpose of Form FIN-4 is to identify all reimbursable expenditures in local currencies considered by the Consultant necessary to carry out the assignment.

 - i. Per Diem allowance

The Per Diem allowance shall be paid for stay requirements outside Home Office (Office (Central or Project city assigned to the Personnel) night for night spent away outside Home Office during such travel. The travel shall be undertaken with prior consent of the Client. The payment will be made on lump sum basis without any supporting vouchers.
 - ii. Office Operations

The Consulting firm is required to quote expenses for office expenses towards office operation and maintenance including all consumables and documentations as required for the project. The monthly payment shall be made on lump sum basis without any supporting vouchers.
 - iii. Office Accommodation

This shall be applicable only in case the office accommodation is not provided by the Project City or Central Office. The Consulting firm is required to quote rental value of accommodation for Office. The monthly payment shall be made on actual basis on submission of supporting vouchers.
 - iv. Local Transport

The Consulting firm is required to quote expenses for local transportation at central and project office as required for the project. The monthly payment shall be made on lump sum basis with proof of availability of vehicle. The arrangement to be finalize at Contract Negotiations.
 - v. Communication Costs

The Consulting firm is required to quote expenses for Communication Costs to all personnel and office as required for the project. The arrangement for lump sum basis or on actuals to be finalize at Contract Negotiations.
 - vi. Report Production

The Consulting firm is required to quote lump sum expenses for Report Production as required for the project. The arrangement for payments be finalized at Contract Negotiations.

Provisional Sums

All expenditures under the project, which are to be paid under provisional sums on actual basis, shall be done maintaining financial proprietary. The Financial proprietary means purchasing of any article from open market on most competitive rates based on at least three quotations or by calling tenders. Consulting firm has to provide certificate that material is purchased on lowest rate in the market.

All equipment, furniture items, documents, reports and other articles purchased by the Consultant from the project fund shall be property of Client. At the end of Contract, the firm will hand over all these articles and equipment in working conditions to the Client. Proper stock register of purchases and store articles shall be maintained by firm and shall be made available for stock verifications as required. Following expenditures shall fall under provisional sums and shall be reimbursed on actual basis.

a) Office equipment

All necessary office equipment and furniture like computer hardware, printers, software, networking devices, maintenance & up-gradation of the system, fax machines, EPABX, photocopier, ACs, chairs, tables etc. as applicable under project shall be purchased by the consulting firm. Purchases shall be made in consultation with the Client. The firm will assess the requirement and specifications of the equipment to be procured and have these approved by Client before purchase.

b) Workshops and seminars

The expenditures made on meetings, seminars and workshops etc. with the approvals of the Authority shall be reimbursed based on actual.

c) Intercity travel

The cost of vehicle transportation (Four-wheeler on hire) for miscellaneous travels required for intercity travel for performance of the work, etc. The cost of transport for personnel by AC sleeper or AC Chair-car by trains / deluxe buses/ flight required for performance of the services to visit the other towns with the approval of the Authority. The payment will be considered for actual number of trips desired by the Authority for performance of services and will be reimbursed on the actual basis from provisional sum.

Contingencies

The provision of contingencies shall be there as indicated.