

MADHYA PRADESH URBAN INFRASTRUCTURE FUND (MPUIF)
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Notice inviting Expression of Interest for PDC

The Government of Madhya Pradesh (GoMP) has established Madhya Pradesh Urban Infrastructure Fund (MPUIF) to accelerate the development of urban infrastructure and provision of better services in urban centres of the state. MPUIF would offer financial support besides working with Urban Local Bodies to identify and develop infrastructure projects, structure projects to attract funds from various sources including Government of India sponsored schemes like JNNURM, UIDSSMT, PFDF, RAY etc., and external capital market, develop systems to ensure implementation of these urban infrastructure projects in cost and time.

The MPUIF has commenced its operations. The initial corpus of ₹ 20 crore to be contributed by the GoMP, which could potentially be increased to ₹ 50 crores. The MPUIF also provides for attracting funds from external institutions, banks, development organizations, etc., to further enhance MPUIF's corpus. On achieving financial closure, ULBs would repay MPUIF's assistance, thereby making it a revolving fund. The initial contribution of ₹ 2.00 crore has already been received from GoMP for mobilizing the activities of MPUIF.

MPUIF is structured as a Trust, with the Board of Trustees managing the Trust. The MPUIF Trust proposes to **appoint a Project Development Company (PDC)** to support the above mentioned Project Development and Credit Enhancement. The PDC would be 74% owned by the selected private sector company (or companies, as the case may be) and the balance 26% of the PDC's shareholding would be held by the MPUIF. The private company would have the right to appoint the Managing Director of the PDC and depute or hire a competent team to be located in Bhopal. MPUIF would nominate the Chairperson of the PDC.

The bid documents can be downloaded from the website www.mpurban.gov.in.

Companies interested in participating in the PDC, are requested to send their technical proposal by 04.00 PM of 19th August, 2011, outlining the details specified in the RfP to the Member Secretary, MPUIF Trust & Commissioner, Urban Administration & Development, Madhya Pradesh on the above address.


Member Secretary, MPUIF



Government of Madhya Pradesh

Madhya Pradesh Urban Infrastructure Fund (MPUIF)
Department of Urban Administration and Development

Request for Proposals

For Appointment of Project Development Company

RFP: MPUIF/PDC/0711

July, 2011

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Letter of Invitation

Invitation No.: [MPUIF/PDC/0711]

Date: 14th July, 2011

1. The Government of Madhya Pradesh (GoMP) has established the Madhya Pradesh Urban Infrastructure Fund (MPUIF) to accelerate development of urban infrastructure and provision of better services in urban centres of the state. MPUIF will offer financial support, besides working with Urban Local Bodies (ULBs) to identify and develop infrastructure projects; structure projects to attract funds from Government of India (GoI) sponsored schemes like JNNURM, UIDSSMT, PFDF etc. and also to access external capital markets; and develop systems to ensure implementation of these urban infrastructure projects in cost and on time.
2. The MPUIF has commenced its operations with an initial corpus of ₹ 20 crore, contributed by the GoMP, which could potentially be increased to ₹ 50 crores. The MPUIF also provides for attracting funds from external institutions, banks, development organizations, etc., to further enhance MPUIF's corpus. The initial contribution of ₹ 1.00 crore has already been received from GoMP for mobilizing the activities of MPUIF.
3. The MPUIF would support Project Development, i.e., identification and development of urban infrastructure projects and Credit Enhancement, i.e., enhance the creditworthiness of financial instruments offered by ULBs (independently or through a pooled structure) to enable them to access external funding. On achieving financial closure, ULBs would repay the Project Development support, thereby making it a revolving fund. Also, the MPUIF committed Credit Enhancement support would keep getting released as ULBs repay their debt, thereby making such released funds available to other ULBs for subsequent credit enhancement support.
4. MPUIF is structured as a Trust, with the Board of Trustees managing the Trust and the Chief Secretary, GoMP is the chairman of the board. MPUIF trust deed provides for appointment of a "Project Development Company (PDC)" from the private sector. The PDC is envisaged to support the MPUIF in technical and managerial issues. The MPUIF Trust proposes to appoint a Project Development Company (PDC) to support the above mentioned Project Development and Credit Enhancement. The PDC would be 74% owned by the selected private sector company (or companies, as the case may be) and the balance 26% of the PDC's shareholding would be held by the MPUIF. The private company would have the right to appoint the Managing Director of the PDC and depute or hire a competent team to be located in Bhopal. MPUIF would nominate the Chairperson of the PDC. The PDC will have to purchase 74,999 fully paid up Equity

Shares, representing 74.999% of the Share Capital, to be issued by the Company to the Consultant. The face value of each share is ₹ 10.

5. The PDC shall be appointed for a minimum period of 5 years with an option of extension for further period of 2 year on mutual agreement. The terms of engagement of the PDC would comprise a combination of fixed cost to cover its cost of operations and success fees, that would be a payable on ULB projects achieving financial closure and being implemented successfully. While selecting the agency, Least Cost Method will be followed.
6. At the end of contract period, either MPUIF or successor company will buy back the shares from the PDC. The value of each share will be determined on the basis of Book Value.
7. At the end of contract period, PDC will handover all the documents, DPRs prepared, contract agreements, all tender documents, all equipments including furniture, computers, printers etc. and all other documents/ articles pertaining to the company to MPUIF.
8. All short listed private sector companies or consortia for being the private sector participant in the PDC, would be provided with the shareholders agreement between the MPUIF and the selected private sector company for the PDC besides the Services Agreement between the MPUIF Trust and the PDC and the Operation Manual, prior to the submission of financial bids.
9. The MPUIF now invites companies to participate in the process of selection of the private sector entity in the PDC. Interested companies/consortia with declaring the lead partner may participate in the process by responding to this advertisement by sending their Expression of Interest(EoI) latest by **19th August, 2011, 4.00 PM** to The Member Secretary , Madhya Pradesh Urban Infrastructure Fund (MPUIF) and Commissioner, Urban Administration & Development, Govt. of M.P. (whose address is given hereunder), outlining the following :
 - **Company Credentials**
 - Project development of Urban Infrastructure projects
 - Financial structuring & fund mobilization for infrastructure projects
 - Experience of working with ULBs
 - Experience of working on JNNURM / UIDSSMT projects, including CDP preparation
 - Project management and construction supervision of infrastructure projects
 - **Team**
 - Organizational structure and key strengths of team members required (as per detailed given in ToR)
 - Brief CVs of personnel proposed to be deputed to this assignment
 - **Organizational Financials**
 - Revenues over the last three years and the % of these revenues from infrastructure project development, financial advisory
 - Sources of contribution to PDC's equity (Total initial paid up capital of the company would be ₹ 10 lac)

- Any other information that the participating company thinks would assist the MPUIF in evaluating its case smoothly.
10. Interested companies could bid as a consortium to enhance their credentials for this assignment. If such a consortium bids, then in addition to the above, the consortium bidder would also have to submit a Memorandum of Agreement (MoA) between the companies, clearly indicating name of the “Lead Company” outlining the roles, responsibilities of each partner of the consortium besides providing the terms and conditions of the agreement between the companies. In case such consortium emerges as the selected private sector partner of the PDC, the same MoA would be reflected in the PDC shareholder’s agreement however the Lead Company would be responsible to fulfil the terms of agreement.
 11. All information contained in this package should be treated as "commercially confidential" and you are required to limit dissemination on a need-to-know basis only.
 12. After evaluation of technical bids the firms qualifying in the eligibility criterion shall be asked to submit their financial bids. Final selection of the company from amongst the qualifying companies shall be done on the **Least Cost Method** based on the Success Fee quoted.
 13. This RFP includes the following documents:
 - i. Letter of Invitation
 - ii. Instructions to Consultants (including Data Sheet), (see Annexure-A)
 - iii. Technical Proposal, for Standard Forms (see Annexure-B)
 - iv. Financial Proposal, for Standard Forms (see Annexure-C)
 - v. Terms of Reference (ToR), (see Annexure-D)
 - vi. Standard Contract Document, (see Annexure-E)
 14. Please note that while all the information and data regarding this RFP is, to the best of the Client’s knowledge, accurate within the considerations of scoping the proposed contract, the Client holds no responsibility for the accuracy of this information and it is the responsibility of the Consultant to check the validity of data included in this document..

Member Secretary
MPUIF
UADD
Government of Madhya Pradesh

Annexure A: Instructions to Consultants

<p>1 Introduction</p>	<p>1.1 The Companies are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, or a Financial Proposal only, as specified in the Data Sheet. The Proposal shall be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.</p> <p>1.2 The Consultant shall bear all costs associated with the preparation and submission of its Proposal and contract negotiation.</p> <p>1.3 The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to award of Contract without thereby incurring any liability to the Consultant.</p>
<p><i>Eligible Consultants</i></p>	<p>1.4 A Consultant may be a natural person, private entity, government-owned entity (subject to Clause 1.5), or any combination of these, with a formal intent to enter into an agreement or an existing agreement in the form of a consortium / Joint Venture (JV). In the case of a JV:</p> <p style="padding-left: 20px;">I.all parties to the JV shall be jointly and severally liable; however sole responsibility of executing the terms of contract shall lie on the declared lead partner; and</p> <p style="padding-left: 20px;">II.a JV shall nominate a Representative (lead partner) who shall have the authority to conduct all businesses for and on behalf of any and all the parties to the JV during the bidding process and, in the event the JV is awarded the Contract, during Contract execution.</p> <p>1.5 Government-owned enterprises in India may participate as a bidder only if they can establish that they: a) are legally and financially autonomous, b) operate under commercial law, and c) are not dependent agencies of UADD.</p> <p>1.6 A firm or individual declared ineligible by the Government of India or GoMP shall be ineligible for appointment as PDC.</p> <p>1.7 Companies shall provide such evidence of their continued eligibility satisfactory to the Client, as the Client shall reasonably request.</p>
<p><i>Conflict of Interest</i></p>	<p>1.8 In the event of a conflict of interest, the Consultants bid will be rejected. Conflict of interest exists in the event of:</p> <p style="padding-left: 20px;">(i) the supply of services, equipment or works whose ToR/specifications were prepared by the bidding Consultant (individuals and organisations);</p> <p style="padding-left: 20px;">(ii) the successor to a previous assignment executed by the bidding Consultant (e.g. implementation of a project for which the Consultant has conducted a feasibility assessment) ;</p> <p style="padding-left: 20px;">(iii) conflicting assignments, typically monitoring and evaluation/environmental assessment by the implementation Consultant;</p> <p style="padding-left: 20px;">(iv) Consultants, suppliers or contractors who are filling, or</p>

	<p>whose personnel or relatives are filling a post with UADD or participating ULBs e.g. advisory role, team leader;</p> <p>(v) Consultants, suppliers or contractors (individuals and organisations) who have a business or family relation with a Client staff member directly or indirectly involved in the preparation of the ToR, specifications, related recruitment or supervision, and</p> <p>(vi) practices prohibited under the anticorruption policy of the Government of India, and the Government of Madhya Pradesh.</p>
<i>Disclosure</i>	<p>1.9 Consultants have an obligation to disclose all the request information in respect of actual or potential conflict of interest. Failure to do so may lead to disqualification of the Consultant or termination of its Contract.</p> <p>1.10 Consultants must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Consultant, including but not limited to appointment of any officer such as a receiver in relation to the Consultant's personal or business matters or an arrangement with creditors, or of any other similar proceedings.</p> <p>1.11 Consultants must disclose if they or any of their sub-contractors have been convicted of, or are the subject of any proceedings relating to:</p> <p>I.a criminal offence or other serious offence involving the activities of a criminal organisation, or where they have been found by any regulator or professional body to have committed professional misconduct;</p> <p>II.corruption including the offer or receipt of an inducement of any kind in relation for obtaining any contract, with UADD, a City Municipal Corporation, any other donor of development funding, or any contracting authority;</p> <p>III.failure to fulfil any obligations in any jurisdiction relating to the payment of taxes or social security contributions.</p>
<i>Anticorruption</i>	<p>1.12 A recommendation for award of Contract will be rejected if it is determined that the recommended Consultant has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases MPUIF or the UADD will declare the Consultant and/or members of the consortium ineligible, either indefinitely or for a stated period of time, from participation in GoMP financed activities, and Consultants will be blacklisted by the Government of Madhya Pradesh.</p>
<i>Only one Proposal</i>	<p>1.13 Companies may only submit one proposal. If a Consultant (including a partner in a Joint Venture) submits or participates in more than one proposal, such proposals shall be liable for rejection. This does not prohibit the inclusion of a Sub-Consultant, including individual experts, in more than one proposal.</p>

2 Clarification of RFP Documents	<p>2.1 Companies may request for clarifications on any of the RFP documents up to a specified number of days before the submission date as indicated in the Data Sheet. Any request for clarification must be sent in writing, including by standard electronic means, to the Client's Representative whose address is provided in the Data Sheet. The Client will respond by standard electronic means within the period specified in the Data Sheet, and will send written copies of the response (including an explanation of the query, without identifying the source of inquiry) to all Companies who have formally indicated that they intend to submit a Proposal. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure set out under Clause 2.2.</p>
<i>Amendment of RFP documents</i>	<p>2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing, including by standard electronic means.</p> <p>2.3 Any addendum will be sent to all Companies and will be binding on them. Companies shall acknowledge receipt of all amendments in writing, including by standard electronic means, in order to remain eligible.</p> <p>2.4 To give Companies reasonable time in which to take an addendum into account in preparing their Proposals, the Client may, at its discretion, extend the deadline for the submission of the Proposals, pursuant to Clause 5.35.</p>
3 Preparation of Proposals <i>Language of Proposals</i>	<p>3.1 The Proposal and all related correspondence exchanged between the Consultant and the Client shall be written in the English language. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English duly certified by the authorised signatory, in this case, for the purposes of interpretation of the Proposal, the translated version shall govern.</p>
<i>Cost of bidding</i>	<p>3.2 The Companies shall bear all costs associated with the preparation and submission of its Proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</p>
<i>Association arrangements and Joint Ventures</i>	<p>3.3 Unless otherwise specified in the Data Sheet, for the purpose of submitting a Proposal, a Consultant may enhance its expertise for the assignment either by:</p> <ol style="list-style-type: none"> I. associating with another firm, in which case the Consultant shall be the lead Consultant and shall be solely liable under the Contract. In this case, the Consultant must submit Letters of Association from each Sub-Consultant, OR II. forming a Joint Venture (JV) with another firm, in which case the Consultant and the partners in the JV shall be jointly and severally liable under the Contract. The Consultant shall submit a copy of the Joint Venture Agreement with its Technical Proposal.

	<p>3.4 The JV Agreement must:</p> <p>I.be signed in original by a duly authorised representative of each partner with details of each signatory provided in print below each signature;</p> <p>II.include an express provision that each partner is jointly and severally liable in respect of the Consultant’s obligations;</p> <p>III.provide details of the name of the partner nominated to act as manager of the Joint Venture and who is authorised to act for the Joint Venture in terms of committing it to any obligations and liabilities and to receive and act upon instructions from the Client and to make and receive payments;</p> <p>IV.provide full details of the proposed structure, the division of technical responsibilities between the partners and intended capitalisation.</p>
<i>Partners</i>	<p>3.5 Alternative experts shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.</p>
4 Full-time employees	<p>4.1 It is desirable that the Team Leader or expert proposed as Team Leader is a regular full-time employee of the Consultant or the Sub-Consultant. A regular full-time employee is defined as a person who, on the date of submission of the Consultant’s Proposal:</p> <p>I.is currently employed under a contract or agreement of employment with the Consultant or the Sub-Consultant;</p> <p>II.has been employed by the Consultant or the Sub-Consultant for the 12 consecutive months immediately preceding the date of submission of the Proposal;</p> <p>III.is entitled to receive regular remuneration and benefits from the Consultant or the Sub-Consultant; and</p> <p>IV.is engaged to work for the Consultant or the Sub-Consultant for the number of hours per day and days per year considered the norm in the country of employment or in the country in which the person is assigned.</p>
5 Instructions for submission of Proposal	<p>5.1 These instructions should be read in conjunction with information specific to the consulting services contained in the Covering Letter, Data Sheet and accompanying documents.</p> <p>5.2 Proposals must be received before the deadline specified in the Data Sheet. Proposals must be submitted to the address specified on the Data Sheet and delivered on or before the time specified in the Data Sheet.</p>
Documents comprising the Proposal	<p>5.3 Consultants shall initially submit the Technical Proposal in a duly sealed envelope. The Technical Proposals will be opened at the date and time specified in the Data Sheet.</p> <p>5.4 The financial proposal will be called separately from the technically qualified firms. The company will be given due time to submit their financial proposal separately at a later date.</p> <p>5.5 The technical and financial proposals for all qualifying companies will be opened in public at a date and time specified in the Data Sheet.</p>
<i>Technical Proposal</i>	<p>5.6 The Technical Proposal shall contain the following:</p> <p>I.Section 1: Covering Letter, subject to maximum of two (2) pages</p>

(see Annexure B)	<p>(Form Tech 1);</p> <p>II. Section 2: Experience/ Capacity of Firm to undertake tasks, subject to maximum two (2) pages;</p> <p>III. Section 3: Project detail sheets outlining previous experience of the firm in at least five similar types of assignments completed during the last ten years (in prescribed format). (Form Tech 2);</p> <p>IV. Section 4: Technical Response comprising short note (up to five pages) on how the firm will deploy and manage the complement of staff, including charts and diagrams;</p> <p>V. Section 5: CVs of personnel to work on this project (in the CV please include name of staff, nationality of staff, profession/designation of staff, proposed position in the team, whether employee of the firm, number of years with the firm, key qualifications, education, experience and languages known), restricted to maximum of two (2) pages per CV (Form Tech 3);</p> <p>VI. Section 6: List of proposed expert team and summary of CV particulars relevant to the project subject to maximum of two (2) pages (use Form Tech 4);</p> <p>VII. Section 7: Matters not appropriate in any other section. This includes:</p> <ul style="list-style-type: none"> ▪ written confirmation authorising the signatory of the Proposal to commit the Consultant; ▪ Letter of Authorisation/JV Agreement (or Intent to form a JV), disclosures, if any; and ▪ declaration of conflict of interest, if any. <p>Section 7 should not include any promotional material, brochures, etc.</p> <p>5.7 No mention of your commercial response should be made anywhere in the Technical Proposal, unless specified in the Data Sheet; non-confirmation will result in automatic disqualification of the Consultant's Proposal.</p>
Financial Proposal (see Annexure C)	<p>5.8 The Financial Proposal shall contain the following:</p> <p>Section 1: Confirmation of acceptance of Conditions of Contract; (this will be given to the shortlisted companies)</p> <p>Section 2: Pricing, using prescribed formats on a fees and expenses basis;</p> <p>Section 3: Matters not appropriate in any other appendix including your service tax registration number (for Indian companies only), your turnover and net profit for the previous financial year (attach a copy of latest audited balance sheet and profit & loss account), commercial aspects of Joint Venture company (if applicable), parent company guarantees (if applicable), etc.</p> <p>5.9 An authorised representative of the Consultant shall initial all pages of the Financial Proposal.</p> <p>5.10 All activities and items described in your Technical Proposal must be priced. For non-material omissions, any activities or items described in the Technical Proposal but not priced shall be assumed included in the prices of other activities or items.</p>

<p><i>Submission instructions</i></p>	<p>5.11 Consultants are expected to carefully review the contract provisions attached in the RFP for preparation of their Technical and Financial Proposals.</p> <p>5.12 The Consultant shall submit both Technical and Financial Proposals using the appropriate submission sheets provided in Annexure B: Technical Proposal Submission Forms and Annexure C: Financial Proposal Submission Forms. These forms must be completed without any alteration to their format, and no substitutes will be accepted. All fields shall be completed with the information requested.</p> <p>5.13 Consultants are required to submit their Technical and Financial Proposals in hard copy and in soft copy in separate CDs, in Adobe Acrobat (PDF) format only. The respective CDs should be enclosed in the sealed envelopes for Technical Proposal and Financial Proposal, as specified in the Data Sheet. The number of hard copies to be submitted is specified in the Data Sheet.</p> <p>5.14 In case of discrepancies between the soft copy and the hard copy, the hard copy will be considered the binding version.</p>
<p><i>Taxes</i></p>	<p>5.15 The Consultant may be subject to taxes (such as: fringe benefit tax, value added or sales tax, service tax, duties, etc) on amounts payable by the Client under the Contract. Such taxes will be borne by the consultant.</p>
<p><i>Proposal prices</i></p>	<p>5.16 All prices should be valid for the duration specified in the Data Sheet.</p> <p>5.17 All prices quoted should be inclusive of the price structure as specified in the Data Sheet.</p> <p>5.18 Prices quoted by the Consultant shall be fixed during the Consultant's performance of the Contract and not subject to variation on any account, unless otherwise specified in the Data Sheet.</p>
<p><i>Currency of the Proposal</i></p>	<p>5.19 Proposal prices shall be quoted in Indian Rupees. The success fee will be quoted on a percentage basis.</p>
<p><i>Documents establishing the eligibility of the Consultant</i></p>	<p>5.20 To establish their eligibility in accordance with Clause 1.4, the Consultant shall: I.if the Consultant is an existing or intended JV, in accordance with Clause 3.4, submit a copy of the JV Agreement, or a Letter of Intent to enter into such an Agreement. The respective document shall be signed by all legally authorised signatories of all the parties to the existing or intended JV, as appropriate.</p>
<p><i>Proposal validity</i></p>	<p>5.21 Proposals shall remain valid for the period specified in the Data Sheet commencing with the deadline for submission of Technical and Financial Proposals as prescribed by the Client.</p> <p>5.22 A Proposal valid for a shorter period shall be considered non-responsive and will be rejected by the Client.</p> <p>5.23 In exceptional circumstances, prior to the expiration of the proposal validity period, the Client may request Consultants to extend the period of validity of their Proposals. The request and the responses shall be made in writing. A Consultant may refuse</p>

	<p>the request. A Consultant granting the request shall not be required or permitted to modify its Proposal.</p> <p>5.24 During the Proposal validity period, Consultants shall maintain the availability of experts nominated in the Proposal. The Client will make its best effort to complete negotiations within this period.</p>
<i>Format and signing of Proposals</i>	<p>5.25 These instructions should be read in conjunction with information specific to the assignment contained in the Letter of Invitation, Data Sheet and other accompanying documents.</p> <p>5.26 All Technical Proposals (original plus the number of copies specified in the Data Sheet) shall be placed in an envelope clearly marked 'TECHNICAL PROPOSAL' and 'ORIGINAL' or 'COPY No. #_'. These envelopes containing the original and the copies, and the CD/ DVD, shall then be enclosed in one single envelope which shall be clearly marked and 'ORIGINAL + #_ COPIES'.</p> <p>5.27 In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>5.28 The Financial Proposal shall be placed in a sealed envelope clearly marked 'FINANCIAL PROPOSAL' and 'ORIGINAL'.</p> <p>5.29 The original and all copies of both the Technical and Financial Proposals shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Consultant. This authorisation shall consist of a written confirmation and shall be attached to the Technical Proposal. The name and position of each person signing the authorisation must be typed or printed below the signature. All pages of the Proposal, except for unamended printed literature, shall be signed or initialled by the person signing the Proposal.</p> <p>5.30 Any interlineation, erasures, or overwriting shall be valid only if signed or initialled by the person signing the Proposal.</p> <p>5.31 All bids must contain original copies of the Technical and the Financial Proposal as described in the Data Sheet.</p>
<i>Sealing and marking of Proposals</i>	<p>5.32 Technical Proposal and subsequent financial proposal shall be duly sealed and signed over the seal, and will be clearly labelled with:</p> <ul style="list-style-type: none"> I. Title of Consulting Services; II. RFP Number; III. Deadline for Submission; and IV. Address of the Consultant. <p>5.33 If any envelope is not sealed and marked as instructed, the Client will assume no responsibility for the misplacement or premature opening of envelopes.</p>
<i>Deadline for submission of Proposals</i>	<p>5.34 Proposals must be submitted to the address specified on the Data Sheet and delivered on or before the time specified in the Data Sheet.</p> <p>5.35 The Client may, at its discretion, extend the deadline for the submission of Technical and Financial Proposals by amending the RFP in accordance with Clause 2.2, in which case all rights and obligations of the Client and Consultants subject to the previous deadline shall thereafter be subject to the deadline as</p>

	<p>extended.</p> <p>5.36 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation and ranking of Proposals, and recommendation for award of Contract, may result in the rejection of the Proposal.</p>
<i>Late Proposals</i>	<p>5.37 The Client will not consider any Proposal that arrives after the deadline prescribed by the Client for submission of Proposals in the Data Sheet. Any Proposal received after the respective deadline for submission shall be declared late, rejected, and returned unopened to the Consultant.</p>
<i>Withdrawal of Proposals</i>	<p>5.38 A Consultant may withdraw its Proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by an authorised representative, and including a copy of the authorisation document. The Withdrawal Notice must be:</p> <p>I.submitted in accordance with Clause 5.32 and the respective envelopes shall be clearly marked 'WITHDRAWAL'; and</p> <p>II.received by the Client prior to the deadline prescribed by the Client for submission of Proposals.</p> <p>5.39 Proposals that are withdrawn in accordance with Clause 5.38 shall be returned unopened to the Consultant.</p> <p>5.40 No Proposal shall be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified in the Data Sheet or any extension thereof, except in the case of a request by the Client to extend the Proposal validity.</p>
6 Opening of Proposals	<p>6.1 The Client will open Technical Proposals in the presence of Consultants' representatives who choose to attend, at the address, date and time specified in the Data Sheet as the deadline for submission.</p>
<i>Opening of Technical Proposals</i>	<p>6.2 First, envelopes marked 'WITHDRAWAL' will be opened, read out, and recorded, and the envelope containing the corresponding Technical and Financial Proposals will not be opened, and will be returned unopened to the Consultant. No Proposal shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorisation to request withdrawal and is read out and recorded at the opening of Technical Proposals.</p> <p>6.3 All remaining envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded:</p> <p>I.the name of the Consultant; and</p> <p>II.any other details as the Client may consider appropriate.</p> <p>6.4 Only Technical Proposals read out and recorded at Proposal opening shall be considered for evaluation. No Proposal shall be rejected at the opening of Technical Proposals except for late Proposals, in accordance with Clause 5.37.</p> <p>6.5 The Client shall prepare a record of the opening of Technical Proposals that shall include the name of Consultants and indicate whether there is a withdrawal. The Consultants' representatives who are present will be requested to sign the</p>

	<p>record. The omission of a Consultant's signature on the record shall not invalidate the contents or effect of the record. A copy of the record will be distributed to all Consultants in writing or through standard electronic means.</p> <p>6.6 Technical Proposals which score the minimum qualifying marks according to the evaluation criteria provided in Clause 7.7 below shall qualify for opening of Financial Proposals.</p>
<i>Opening of Financial Proposals</i>	<p>6.7 The date and place for public opening of their Financial Proposals will be notified to the companies. The Companies attendance at the opening of Financial Proposals is optional.</p> <p>6.8 At the public opening of Financial Proposals, the Financial Proposals shall be opened one at a time by the Client and the following will be read out and recorded: I.the name of the Consultant; II.price quoted; and III.any other details the Client may consider appropriate.</p> <p>6.9 Only Financial Proposals read out and recorded at the opening of Financial Proposals shall be considered for evaluation.</p> <p>6.10 The Client will prepare a record of the opening of Financial Proposals. The Consultants' representatives who are present will be requested to sign the record. The omission of a Consultant's signature on the record shall not invalidate the contents or effect of the record.</p> <p>6.11 All Financial Proposals shall be scrutinised for any non-conformity, and modifications, if any, shall be made in accordance with Clause 7.5.</p>
7 Evaluation of Proposals	<p>7.1 Information relating to the examination, evaluation, comparison, and post-qualification of Proposals, and recommendation of Contract award, shall not be disclosed to Consultants or any other persons not officially concerned with such processes until information on Contract award is communicated to all Consultants.</p>
<i>Undue influence</i>	<p>7.2 Any attempt by a Consultant to influence the Client in the examination, evaluation, comparison, and post-qualification of the Proposals or Contract award decisions may result in the rejection of its Proposal.</p>
<i>Clarification of Proposals</i>	<p>7.3 To assist in the examination, evaluation, comparison and post-qualification of Proposals, the Client may, at its discretion, ask any Consultant for a clarification of its Proposal. Any clarification submitted by a Consultant that is not in response to a request by the Client shall not be considered. The Client's request for clarification, and the response, shall be in writing. No change in the prices or substance of the Proposal shall be sought, offered, or permitted, after the opening of Financial Proposals, except to confirm the correction of arithmetic errors discovered by the Client in the evaluation of the Proposals, in accordance with Clause 7.5, if required.</p>
<i>Non-conformities, errors and</i>	<p>7.4 The Client may waive any non-conformity or omission in a technically qualifying Proposal that does not constitute a material deviation.</p>

omissions	<p>7.5 The Client will correct arithmetical errors during evaluation of Financial Proposals on the following basis:</p> <p>I.if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;</p> <p>II.if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>III.if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (I) and (II) above.</p> <p>7.6 If the winning Consultant does not accept the correction of errors, its Proposal shall be disqualified and the second ranking Consultant shall be invited for negotiations and finalisation of the Contract.</p>												
Evaluation of Technical Proposals	<p>7.7 The evaluation committee shall evaluate the Technical Proposals on the basis of pre-set criteria as outlined below.</p> <table border="1" data-bbox="527 934 1343 1896"> <thead> <tr> <th data-bbox="527 934 1214 982">Criteria</th> <th data-bbox="1214 934 1343 982">Marks</th> </tr> </thead> <tbody> <tr> <td data-bbox="527 982 1214 1396"> <p>1. Proposed business plan</p> <p>a. Approach and Methodology (50 Marks)</p> <p>b. Innovative financing mechanisms proposed (50 Marks)</p> <p>c. Market analysis (50 Marks)</p> <p>d. Financial analysis including funding, duration, returns, periodicity, turnover expected and any other (75 Marks)</p> <p>e. Phasing strategy (25 Marks)</p> <p>f. Service Levels proposed (50 Marks)</p> <ul style="list-style-type: none"> • Excellent – 100% • Very good – 75% • Good – 50% • Average – 30% </td> <td data-bbox="1214 982 1343 1396">300</td> </tr> <tr> <td data-bbox="527 1396 1214 1753"> <p>2. Experience of project development</p> <p>a. Experience as project development company (50 Marks)</p> <p>b. Experience in managing urban infrastructure projects (30 Marks)</p> <p>c. Experience in lending (Kindly provide the firms experience in assisting the client in co-lending/facilitating funds from various sources to operationalize the project (20 Marks)</p> <ul style="list-style-type: none"> • 3 projects – 100% • 2 projects – 60% • 1 project – 20% </td> <td data-bbox="1214 1396 1343 1753">100</td> </tr> <tr> <td data-bbox="527 1753 1214 1795"> <p>3. Understanding of MPUIF, its roles, objectives etc.</p> </td> <td data-bbox="1214 1753 1343 1795">100</td> </tr> <tr> <td data-bbox="527 1795 1214 1837"> <p>4. Understanding of financial health of ULBs in MP</p> </td> <td data-bbox="1214 1795 1343 1837">100</td> </tr> <tr> <td data-bbox="527 1837 1214 1896"> <p>5. Management approach –</p> <p>a. Proposed organization - (50 Marks)</p> </td> <td data-bbox="1214 1837 1343 1896">300</td> </tr> </tbody> </table>	Criteria	Marks	<p>1. Proposed business plan</p> <p>a. Approach and Methodology (50 Marks)</p> <p>b. Innovative financing mechanisms proposed (50 Marks)</p> <p>c. Market analysis (50 Marks)</p> <p>d. Financial analysis including funding, duration, returns, periodicity, turnover expected and any other (75 Marks)</p> <p>e. Phasing strategy (25 Marks)</p> <p>f. Service Levels proposed (50 Marks)</p> <ul style="list-style-type: none"> • Excellent – 100% • Very good – 75% • Good – 50% • Average – 30% 	300	<p>2. Experience of project development</p> <p>a. Experience as project development company (50 Marks)</p> <p>b. Experience in managing urban infrastructure projects (30 Marks)</p> <p>c. Experience in lending (Kindly provide the firms experience in assisting the client in co-lending/facilitating funds from various sources to operationalize the project (20 Marks)</p> <ul style="list-style-type: none"> • 3 projects – 100% • 2 projects – 60% • 1 project – 20% 	100	<p>3. Understanding of MPUIF, its roles, objectives etc.</p>	100	<p>4. Understanding of financial health of ULBs in MP</p>	100	<p>5. Management approach –</p> <p>a. Proposed organization - (50 Marks)</p>	300
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	<p>b. Structure - (50 Marks) c. Quality of people – (200 Marks)</p>	
	6. Presentation	100
<i>Qualification of Technical Proposals</i>	7.8 After the technical evaluation is completed, the Client shall notify, in writing, Consultants who's Technical Proposals receive a mark of 600 or higher, indicating the date, time, and location for the technical presentation (refer 7.9)	
<i>Technical Presentation</i>	<p>7.9 Consultants scoring 600 marks out of 900 marks will be invited to make a Technical Presentation. The overall qualifying marks for eligible to participate in opening of the financial proposal will be 700 as stated in Instruction to bidders, clause 7.8.</p> <p>7.10 Date, Time and Venue of the presentation will be notified to the bidders scoring 600 and more marks</p> <p>NOTE: Only the proposed Team Leader or a senior member of the team shall make the presentation.</p>	
<i>Client's right to accept any Proposal, and to reject any or all Proposals</i>	<p>7.11 Under the Least Cost Selection (LCS) method (see point 2 on the Data Sheet), the Client will select the lowest Financial Proposal of those Consultants whose Technical Proposals have qualified.</p> <p>7.12 Financial Proposals are expected to be within the budget, if specified in the Data Sheet.</p>	
8 Award of Contract Notification	<p>8.1 Prior to the expiration of the Proposal validity period, the Client shall notify the successful Consultant, in writing, that its Proposal has been accepted. At the same time, the Client shall notify all other Consultants of the results of the bidding.</p> <p>8.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.</p>	
<i>Negotiations</i>	<p>8.3 The successful Consultant will be informed in writing of the date, place and time for negotiations/clarifications, if any. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.</p> <p>8.4 The successful Consultant will confirm in writing its participation in negotiations and ability to adhere to its Technical and Financial Proposals within five (5) days of receiving the notice in accordance with Clause 8.3.</p> <p>8.5 Negotiation will include both technical and financial negotiation, depending on the needs of the Client.</p>	
<i>Availability of personnel</i>	<p>8.6 The Consultant shall confirm the availability of all personnel as indicated in its Proposal.</p> <p>8.7 The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable, or for reasons such as death or medical incapacity. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and must be submitted to the Client within the period of time specified in the Letter of Invitation to negotiate.</p> <p>8.8 Failure to meet either of these requirements may result in</p>	

	disqualification.
<i>Signing of Contract</i>	<p>8.9 Promptly after notification, the Client shall send to the successful Consultant the Contract document and the Special Conditions of Contract.</p> <p>8.10 Pursuant to negotiations, the authorised signatory of the successful Company shall sign, put date, and return the Contract document, along with necessary supporting documents, to the Client.</p> <p>8.11 All formalities of negotiation and signing of contract will be completed within twenty-five (25) days of notification of award.</p>
<i>Start date</i>	<p>8.12 The Company is expected to commence the Services on the date and at the location specified in the Data Sheet.</p>
<i>Expertise and Inputs</i>	<p>8.1 The expertise and inputs required is given in Section IV of Annexure D - Terms of Reference.</p>

Data Sheet

1	Name of the Client: Madhya Pradesh Urban Infrastructure Fund (MPUIF), Department of Urban Administration & Development, Government of Madhya Pradesh , Palika Bhawan, Shivaji Nagar, Nr Bus Stop No 6, Bhopal, 462016, MP
2	Method of selection: Least Cost Method for Success Fee. The success fee will be a percentage of the total project cost.
3	Budget for Fixed expenditure: ₹ 84.00 lac per Year . The success fee is to be quoted by the company separately.
4	Title of Consulting Service is: Appointment of PDC for managing MPUIF
5	A pre-proposal conference will be held: YES Date: 28 th July, 2011 Venue: Directorate of Urban Administration and Development, Palika Bhawan, Shivaji Nagar, Nr Bus Stop No 6, Bhopal, 462016, MP However, the invitee firm wishes to seek clarification it may do so in writing to the Client with copy to the Client's Representative
6	Proposals must remain valid for 180 days after the submission date indicated in this Data Sheet.
7	Clarifications may be requested not later than fourteen (14) days before the submission date. All requests for clarifications will be directed to Client's representative. The Client will respond to requests for clarifications by electronic means within seven (7) days prior to the proposal submission date.
8	The Consultant is required to include with its Proposal written confirmation of authorisation to sign on behalf of the Consultant: Yes
9	Joint Ventures or Consortia are permissible: YES
10	Bidders Eligibility Criteria: <ul style="list-style-type: none"> • The firm should have the experience of at least 3 years as Project Development Company • The firm should have minimum average annual turnover of ₹ 25 Cr. for the past three years (The proof of turnover must be part of the technical proposal)
11	Currency for Proposals is: Indian Rupees
12	Technical Presentation: Bidders scoring 600 and more marks out of 900 marks will be invited to make a technical presentation. The overall qualifying marks for the eligible bidders to participate in opening of the financial proposals will be 700. Date, Time and Venue of the presentation will be notified to the bidders scoring 600 and more mores. Note: Only the Team Leader or the Senior member of the team proposed shall be permitted to make the presentation.

13	The Consultant must submit the original and two copies of the Technical Proposal.
14	The qualifying companies must submit the original and two copies of the financial proposal.
15	The Consultant must submit a soft copy of the Technical Proposal and the Financial Proposal, each on separate CDs sealed in their respective envelopes along with the original Proposal.
16	A Bid Processing Fee must be submitted: Yes
17	If Yes, the amount of the Bid Processing Fee: ₹ 25,000 (Twenty Five Thousand Only) which is non refundable .
18	Bid Processing Fee should be a in a form of a draft favouring MPUIF, and drawn on a scheduled Commercial bank with a branch in Bhopal.
19	A Performance Bond in the form of Bank Guarantee is to be submitted by the winning bidder upon signing of the Contract: YES
20	Is yes, the amount: ₹ 12 Lakh. Bank Guarantee will be made in the name of Member Secretary, MPUIF and drawn on a scheduled commercial bank with a branch in Bhopal in the prescribed format.
21	Proposals must be submitted not later than the following date and time : 19 th August, 2011 by 4.00 PM.
22	Address for submission of Proposals: Member Secretary, Madhya Pradesh Urban Infrastructure Fund, Palika Bhawan, Shivaji Nagar, Nr Bus Stop No 6, Bhopal, 462016, MP Telephone: + 91 755 255 2356/255 2609 Facsimile: + 91 755 255 4681
23	Expected date for public opening of Technical Proposals : 30 th August, 2011
24	Expected date for public opening of Financial Proposals (if applicable): [To be Notified]
25	Expected date for contract negotiations: To Be Notified
26	Expected date for commencement of consulting services: To Be Notified
27	Evaluation of the proposal will be done according to the 7.7 of the instructions to bidders

Annexure B: Technical Proposal Submission Forms

Tech 1: Covering Letter

[Location, Date]

To: [Name and address of Client]

Dear Sir or Madam

We, the undersigned, offer to provide the Project Development Company Consulting Services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal sealed under a separate envelope¹.

We are submitting our Proposal in association with/as a Joint Venture: [Insert a list with full name and address of each joint venture partner or sub-Consultant]². Attached is the following documentation: [letter(s) of association or Joint Venture Agreement].

We hereby declare that we have read the Instructions to Consultants included in the RFP, and abide by the same, and specifically to conditions mentioned in Section 1.5 to 1.8. [In case of any declaration, reference to concerned document attached must be made].

We hereby declare that all the information and statements made in this Proposal are true and accept that any misleading information contained in it may lead to our disqualification.

We confirm that all personnel and/or sub-contractors named in the tender will be available to undertake the services.

We undertake, if our Proposal is accepted, to initiate the Consulting Services related to the assignment not later than the date indicated in the Data Sheet.

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

Yours faithfully,

Authorised Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

¹ If applicable

² [Delete in case no association or Joint Venture is proposed]

Tech 2: Project Detail Sheet

Assignment name:	Approx. Value of the contract (in current Rs):
Country:	Location within Country:
Name of Client:	Total N^o of person-months of the assignment:
Address of Client:	Approx. Value of the services provided by your firm under the contract (in current `):
	N^o of person-months provided by your firm:
Start date (month/year):	N^o of professional person-months provided by the JV partners or the Sub-Consultants:
Completion date (month/year):	
Name of Joint Venture partner or sub-Consultants, if any:	
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved from your firm and functions performed indicated whether regular full-time employees of your firm or part-time/independent³	
Narrative description of Project in brief:	
Description of actual services provided by your firm in the assignment:	
Description of actual results achieved by the assignment:	

Authorised Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

³ Regular full-time employee as defined in Clause 4 of 'Instructions to Consultants'.

Tech 3: Curriculum Vitae (CV) for Proposed Experts

NAME			
DATE OF BIRTH			
NATIONALITY			
EDUCATION		[year]	[name of institution and degree]
MEMBERSHIP OF PROFESSIONAL ASSOCIATIONS			
COUNTRIES OF WORK EXPERIENCE			
LANGUAGES			
PROFESSIONAL BACKGROUND			
[description]			
EMPLOYMENT RECORD			
[year(s) starting with present position]		[employer]	
PROFESSIONAL EXPERIENCE			
[month and year start to finish]		[Name of project and client] [Descriptive paragraph of 4-5 sentences on assignment, position held and responsibilities undertaken.]	
...		...	

Certification:

I, the undersigned, certify to the best of my knowledge and belief that:

- (i) This CV correctly describes my qualifications and experience;
- (ii) I am/ am not in regular full time employment with the Bidder/ Sub-Contractor/ Supplier;
- (iii) In the absence of medical incapacity I will undertake this assignment for the duration and in terms of the inputs specified for me in the Technical Bid provided team mobilisation takes place within the validity of this Bid or any agreed extension thereof.

I understand that any wilful misstatement herein may lead to my disqualification or dismissal, if engaged.

[Signature of the Expert]

[Name of the Expert]

Date:

Place:

Counter signature of the authorised signatory

Annexure C: Financial Proposal Submission Forms

[Location, Date]

To: [Name and address of Client]

Dear Sir or Madam

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our Fixed cost is for the sum of [Insert amount (s) in words and figures] and our proposed success fee is [Insert percentage in words and figures].

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

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

Yours faithfully,

Authorised Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Fin 2: Summary of Costs

Project Title:

S.No	Item	Price	Percentage (%)/ In figures	In words
1.	Fixed Fee (Annual)	(insert here)		
2	Success Fee (including all applicable taxes)		(insert here)	

Authorised Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Fin 3:

Break up of Fixed Fee:

S.No	Name	Position	Employment Status	Input Month	Rate (INR)	Cost (INR)
Core staff						
Support Staff						
	TOTAL (A)					

Authorised Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Fin 4: Out of Pocket Expenses

[Out of pocket expenses should be shown separately in the format set out below using separate sheets to provide full details under each heading. Quoting of lump sum costs is discouraged. Unit prices should be quoted for such items as air fares (stating the class of fare envisaged), subsistence, property rents, local transport (where this is to be provided by the Consultants), etc.]

Project Title:

B	EXPENSES				
B1	Per diems (if any)	Unit	Quantity	Rate	Cost
1	Expert	Month			
2	Expert 1	Month			
3	Expert 2	Month			
4	Expert 3	Month			
	Total Per diems				
B2	Travel	Unit			
1					
2					
3					
	Total Travel				
B3	Office & Equipment	Unit			
1	Communication	Months			
2	Utilities	Months			
3	Furniture & Equipment	Lump Sum			
4	Any other				
	Total Equipment				
B4	Miscellaneous	Unit			
	Total Miscellaneous				
	Please specify				
B	TOTAL EXPENSES				

Authorised Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Annexure D: Terms of Reference

I. Background:

The MPUIF is an amalgam of a fund corpus and urban infrastructure project development skills. GoMP has created MPUIF to assist ULBs in developing viable, bankable urban infrastructure projects and accessing Govt. of India funds and other external market funds, without the support of GoMP guarantees.

Vision of MPUIF:

MPUIF has been conceived by the GoMP to contribute to its urban sector vision of providing adequate, efficient, affordable, sustainable and modern urban infrastructure services to the people of Madhya Pradesh through public, private and community sector initiatives

Objectives of MPUIF

The key objectives of MPUIF are:

- Identify and finance the development of bankable urban infrastructure projects in M.P.
- Facilitate ULB access to Central Govt. Funds for urban infrastructure, viz, JNNURM, PFDF, and others and also to external institutional finance and/or capital markets for increased investment in urban infrastructure, without the support of GoMP guarantees
- Offer appropriate credit enhancement measures to ULB's external borrowings to enable a reduction in cost of capital and increase in tenor of borrowing
- In the long run, facilitate improvement of creditworthiness of ULBs in M.P.
- Promote private and community sector participation in delivery and financing of urban services with focus on the consumer; and
- Provide support to GoMP to identify and monitor implementation of reforms in policy, operations, finances and structures of ULBs in M.P.

Role of MPUIF

The MPUIF would promote the development of urban infrastructure by playing the following roles:

- Creating a corpus of funds to support the development and credit enhancement of urban infrastructure projects in the State of M.P.;
- Managing the corpus, including generating a pipeline of projects from various ULBs, evaluating the projects, disbursing funds to approved projects and monitoring the projects to ensure that the funds are revolving in nature;
- **Project Development:** MPUIF would not only fund development of projects, from a PDF but also bring technical, legal and financial expertise to develop bankable urban infrastructure projects. (It is believed that one of the key reasons for the inability of

urban infrastructure projects to attract external capital is the lack of projects structured in a bankable fashion.);

- **Credit Enhancement:** To enable ULBs or project special purpose vehicles (SPVs) to access long tenor capital at lower cost from capital markets, MPUIF will credit enhance the offering by giving guarantees or creating a debt service reserve fund or any other credit enhancement structure. This would be possible from MPUIF's CEF, thereby not depending on guarantees from GoMP;
- Developing and implementing monitoring systems to ensure timely completion of project implementation, without cost overruns;
- Attracting private sector participation in the construction, financing and operations of such urban infrastructure projects, wherever possible, after comprehensive analysis of life cycle cost benefit of such participation; and
- Act as technical resource/support cell to the Department of Urban Development/Municipal Administration, GoMP, in the analysis and preparation of status reports on implementation of urban sector reforms under JNNURM, PFDF, and other relevant programs of Govt. of India.
- **Engaging a Project Development Company** ("PDC"), with an adequate level of expertise and experience in urban infrastructure project development and finance, to offer support to ULBs to undertake the development of bankable projects and access external capital markets

To fulfil the role of MPUIF, it is now proposed to engage Project Development Company for which this ToR is drafted. MPUIF operations manual, Shareholders Agreement and Service Agreement are uploaded on the website. Bidders are suggested to read the documents carefully for a comprehensive understanding on the MPUIF.

II. **Project Development Company:**

The PDC would be one of the most crucial players in the success of the MPUIF. The PDC is to be a 74-26 joint venture, with the Govt. of M.P. having 26% shareholding and a private sector entity with strong credentials in the areas of urban infrastructure, infrastructure project development, financial structuring and debt fund mobilization for infrastructure projects, structuring of private sector participation in urban infrastructure projects, structures related to project construction, and a strong ability to monitor project implementation to ensure that projects are completed in time, on cost, holding the balance 74% shareholding.

The PDC would be managed by its Board of Directors, comprising four directors, of whom three directors would be nominated by the private sector company and one director nominated by the Govt. of MP. The director nominated by the GoMP would be the non-executive Chairman of the PDC, while the Managing Director of the PDC would be one of the private sector company's nominees.

The PDC would comprise an appropriately sized team that would have adequate experience and expertise in the above-mentioned areas, and would be based in the PDC's headquarters in Bhopal. The PDC should assign a cross-functional team to work on any identified project, comprising experts in urban infrastructure, project development, municipal finance, financial structuring, project finance syndication, contracting, and project management and construction supervision. Some PDC staff could bring in more than one of these areas of expertise. Moreover, at different stages of development of a project, people with distinct areas of expertise would be the key driver of the project, and therefore time and effort spent on the project by different members of the PDC team would differ across the entire project development cycle.

The private sector PDC partner could depute a few of its own employees, with adequate experience of urban infrastructure project development and urban infrastructure finance to the PDC, at least for the initial few years. It is expected that in these initial years, these experienced people from the private sector company would train and help build the capacity of employees directly recruited in the PDC, so that the PDC's own team would, over time, be capable and self sufficient to undertake all functions expected of the PDC.

III. Scope of work of PDC:

The PDC would act as the Secretariat for the Board of Trustees and OMC of the MPUIF and support all activities of the Board and the OMC.

- Interact with identified ULBs to understand their infrastructure gaps and evolve/structure projects to address these gaps.
- Once the project is identified, the PDC, with the ULB, would put together a Project Definition Document (PDD) outlining the key technical & financial characteristics of the project.
- The PDC and ULB will jointly present the project to the OMC, a sub-committee of the MPUIF Board, and seek their approval for providing project development support. The project definition document would give the estimated project development cost and time frames.
- The PDC would retain services of external technical firms to support its own team of project development and financial experts, and produce the Detailed Project Report (DPR).
- The PDC would first attempt to explore the possibility of attracting private sector participation to the project, failing which, PDC would evolve a mechanism through which the ULB would implement the project [Design-Build-Operate (DBO) v/s Engineering-Procurement-Construction (EPC) v/s contracting for specific packages on Bill-of-Quantities (BOQ) basis, etc.].

- The PDC would prepare and, then on securing the ULB's approval on the same, present the financial structure of the project, in association with the ULB, to the OMC for their approval of credit enhancement support.
- The PDC would prepare appropriate applications for securing support from JNNURM/UIDSSMT/PFDF and route the same through the ULB and the state-level nodal agency to the appropriate Govt. of India agency. The PDC would assist the ULB in all interactions and pursue securing of the approval from the appropriate GoI agency.
- The PDC would be the prime driver of securing financial closure of the project, in association with the ULB. The PDC would procure funds from sources in the following order of priority: (i) JNNURM/UIDSSMT/other GoI or GoMP sponsored schemes; (ii) external (to GoMP) lenders, with/without credit enhancement; (iii) loan from MPUIF or some other agency of the GoMP.
- PDC will assist ULBs to design bid documents, to procure design/construction contractors for project implementation, and also to objectively evaluate the submitted bids.
- The PDC would undertake regular monitoring of project implementation and report the same to the OMC as well as to the MPUIF Board. PDC would also, on behalf of the MPUIF, prepare MIS reports on PFDF supported projects, including notices requesting for subsequent funding tranches from GoI and GoMP.
- The PDC would monitor and ensure that the ULB returns the funds for project development to the MPUIF immediately on achieving financial closure and that the credit enhancement guarantee is being released proportionately on repayment of the loan by the ULB.
- The overall role and the process to be followed by PDC is given in the Operations Manual of MPUIF which will be shared with the eligible consultants.

IV. Expertise and Inputs:

The bidders are expected to understand the scope and propose the best possible team, structure and composition. The bidders to also suggest professionals with suitable experience and expertise. The 'indicative' positions of the core team is given below. The bidders are expected to understand the scope and propose the best possible team, structure and composition.

Sl. No	Position	Qualification and Skills	Experience	Man month
1.	Managing Director / Chief Executive Officer	<ul style="list-style-type: none"> MBA in Operations / Finance/ Business Management or equivalent Should have excellent Supervision & project management skills 	<ul style="list-style-type: none"> Minimum of 20 year of post qualification experience Experience in managing a company for at least 5 years in a lead role. 	Full time
2.	Municipal & Project Finance Expert	<ul style="list-style-type: none"> Chartered Accountant / MBA Finance Fluent in English and Hindi 	<ul style="list-style-type: none"> Minimum of 12 year of post qualification experience Experience in government financial management of at least 8 years Experience of working with the ULBs for at least 3 years. 	Full time
3.	Project Officer (2 Positions)	<ul style="list-style-type: none"> B.E. / B. Tech. In Civil / Mechanical / Transport / Environmental Engineering Fluent in English and Hindi 	<ul style="list-style-type: none"> At least 12 years experience in areas of water & Sewerage, Storm Water Drainage, Solid Waste management & other Urban infrastructure projects 	Full time
4.	Project Officer – Transport	<ul style="list-style-type: none"> Masters in transport planning / Masters in Urban planning with specialisation in Transportation 	<ul style="list-style-type: none"> Minimum of 10 year of post qualification experience in transportation and transport related infrastructure 	Full time
5.	Engineering Expert	<ul style="list-style-type: none"> BE / B Tech in Civil Engineering Fluent in English and Hindi 	<ul style="list-style-type: none"> At least 12 years of experience in civil and or water supply engineering At least 5 years of experience in urban sector 	Full time
6.	Procurement Contracting & Project Monitoring Expert	<ul style="list-style-type: none"> MBA Finance 	<ul style="list-style-type: none"> At least 12 years of experience in civil and or water supply engineering At least 5 years of experience in urban sector 	Full time
7.	Accountant & Company Secretary	<ul style="list-style-type: none"> A member of the ICSI 	<ul style="list-style-type: none"> At least 12 years of experience in the relevant field 	Full time
8.	Office Manager	<ul style="list-style-type: none"> MBA Finance / HR 	<ul style="list-style-type: none"> At least 5 years of experience in the relevant field 	Full time

Note:

- All the above experts should have Excellent communication, interpersonal and team working skills and Fluency in English and Hindi

2. Bidders should also suggest appropriate support staff and other mandatory positions as specified under Companies Act.

V. Working Arrangements:

The PDC will be contracted to the MPUIF. Management of PDC and all logistical, financial and methodological arrangements will be done by the MPUIF.

VI. Items to be provided by MPUIF:

- Depute a Chairman for the MPUIF to oversee the work of PDC
- Constitute a dedicated team and work in close coordination with the PDC
- Provide the PDC with all necessary authorisation to undertake the relevant work
- Provide office space.

VII. Items to be provided by PDC:

- Arrange for office equipment. The equipment has to be returned to MPUIF at the end of the project period.
- Arrange for all transportation and travelling required

VIII. Payments Terms:

The administrative expenses (actual) will be reimbursed on the monthly basis subject to the upper ceiling of Rs. 84 Lakh only. The success fee will be paid as per the following table:

Sl. No	Milestone	Percentage
1.	On financial closure	20%
2.	On completion of 50% of construction	25%
3.	On completion of 75% of construction	25%
4.	On COD	30%

Standard Contract Document:

The contract between MPUIF and the PDC will be entered as per the SERVICE AGREEMENT. The service agreement will be shared with the technically qualified bidders.
