

REQUEST FOR PROPOSAL

Selection of Consultant for providing Transaction Advisory Services for selection of Developer for setting up of Solar Power Projects through Public Private Partnership in Naya Raipur

RFP NO.: 04/4(3)/Engg-Elect/SPP/PPP/NRDA/2011 Raipur, dated 04/01/2012

NAYA RAIPUR DEVELOPMENT AUTHORITY



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DISCLAIMER

The information contained in this Request for Proposal document (“**RFP**”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants 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 Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant 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 or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

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

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

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

1. INTRODUCTION

Background

The State of Chhattisgarh (CG) was created in the year 2000 while the city of Raipur was declared its capital. Raipur with its growing importance as the major node in trade network and a host of industries, has immense potential, however, the present city is constrained by availability of land, space and basic infrastructure. Considering the growth potential of the city and with a view to decongest the city, a new city is being developed as 'Naya Raipur', the green field capital city, at a distance of about 17 kms from the existing Raipur City. Its core area admeasures 8,013 ha. The planning area of Naya Raipur has been notified as a 'Special Area' under the 'CG Nagar Tatha Gram Nivesh Adhiniyam, 1973'. A Special Area Development Authority namely '**Naya Raipur Development Authority**' (NRDA) constituted under the said Act has been entrusted with the development, operation and maintenance of infrastructures of the new city.

1.1 THE PROJECT

NRDA intends to setting up Solar Power Projects combining a maximum capacity upto 5 Mega Watt in Naya Raipur through Public Private Partnership (PPP). The projects would comprise of generation facilities, distribution of solar power to various components of urban infrastructure, including, street lighting, landscape lighting, traffic signals, lighting bus shelters etc. Solar power generation through modern technology options may be planned under the Project conforming to the best available standards and practices.

The Project should be planned with state-of-the-art options and components which is envisaged to improve environment friendly image of the city at national and international level.

1.2 Request For Proposal

NRDA (the "**Authority**") invites Request for Proposal (**RFP**) (the "**Proposals**") for selection of a Consultant (the "**Consultant**") for preparation of DPR & Transaction Advisory Services (the "**Consultancy**") for Development of Solar Power Generation System including Street and Landscape Lighting in Naya Raipur (the "**Project**") on the Terms and Conditions mentioned in this RFP document.

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

1.3 Due diligence by Applicants

Applicants are advised to inform themselves fully about the assignment and the local conditions before submitting the Proposal by visiting the Project Site, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.10.

1.4 Procurement of RFP Document

RFP document can be downloaded from the official website of the Authority www.nayaraipur.com

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date (the “PDD”).

1.6 Brief description of the Selection Process

The Authority has adopted a single stage of bidding process with a quality and cost based method of selection having two stages of evaluation (collectively the “**Selection Process**”) in evaluating the Proposals. In the first stage of evaluation, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant (the “**Selected Applicant**”) may, if necessary, be invited for clarifications and reconfirmation of commitments and its obligations under this RFP, deployment of Key Personnel, methodology and quality of the work plan, while the second ranked Applicant will be kept in reserve.

1.7 Currency conversion rate and payment

1.7.1 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP.

1.8 Schedule of Selection Process

The Authority would endeavor to adhere to the following schedule:

Event Description	Scheduled Date
1. Last date for receiving queries/clarifications	17 January 2012
2. Pre-Proposal Conference	17 January 2012
3. Proposal Due Date (PDD) (i.e last date of receiving RFP)	07 February 2012 upto 15:00 Hrs.
4. Opening of Technical Proposals	07 February 2012 at 16:00 Hrs or thereafter
5. Technical Presentation	Shall be intimated later
6. Opening of Financial Proposals	Shall be intimated later
7. Validity of Proposals	180 days of Proposal Due Date

1.9 Pre-Proposal visit to the Site and inspection of data

Prospective applicants may visit the Site at any time prior to PDD

1.10 Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be:

Date: 17.01.2011

Time: 11:45 hrs

Venue: Conference Hall, NRDA Office, Mantralaya, Raipur, Chhattisgarh

1.11 Communications

1.11.1 All communications including the submission of Proposal should be addressed to:

ATTN. OF: The Chief Executive Officer (CEO)
Naya Raipur Development Authority
In front of Mahanadi Dwar of Mantralaya,
Raipur 492 001, Chhattisgarh

TEL NO: + 91 771 4066011

Fax No.: +91 771 4066188

E-MAIL: ceo@nayarapur.com with a copy to psc@nayarapur.com

1.11.2 The **Official Website** of the Authority is: <http://www.nayarapur.com>

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

"Selection of Consultant for providing Transaction Advisory Services for selection of Developer for setting up of Solar Power Projects through Public Private Partnership in Naya Raipur"

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

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

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-2.

2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the "**Conditions of Eligibility**") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following Minimum Eligibility Criteria:

A Technical Parameters:

The Applicant shall have:

- (i) Experience of providing following services for developing at least one project for **power generation** through Public Private Partnership (PPP) framework, with **project cost of at least Rs. 50 Crores, without cost of land**, where construction started in

India within last seven years from the date of publication of this RFP OR which have been commissioned / have started power generation in India in last 3 years from the date of publication of this RFP. All of the following activities should have been executed by the firm in the same project to consider such projects eligible:

- Feasibility study,
- PPP Project Structuring,
- Preparation of bid documents and assist client in bid process management for selection of developer

(List to be provided as per Form 6 of Appendix-I)

AND

- (ii) A firm should have successfully completed providing the following services for at least one project of power generation using **renewable energy**¹ of **minimum capacity of 0.5 Mega Watt**, where construction started in India, within last seven years from date of publication of this RFP OR which have been commissioned / have started power generation on India in last 3 years from the date of publication of RFP. All of the following activities should have been executed by the firm in the same project to consider such projects eligible:

- Feasibility study,
- Preparation of bid documents and assist client in bid process management for selection of developer / contractor

(List to be provided as per Form 11 of Appendix-I)

B Financial parameters:

- (i) Should have average annual turnover of at least Rs. 3 crores from the advisory/consultancy services for the last three financial years i.e. FY 2008-09, 2009-10 and 2010-11 from operations in India

Note:-

- (i) Information on B (i) should be certified by an Independent Auditor in the Form-5 of Appendix-I.

¹ Renewable energy shall mean power generation from Wind power, Hydropower, Solar energy, Biomass, Biofuel, Geothermal Energy for the purpose of this RFP

(ii) In case of MNCs having operations in India, average annual income of at least 3 crores from the advisory/consultancy services for the last three financial years from Indian operations in INR duly certified by a Chartered Accountant is required to be submitted.

2.2.3 The Applicant should submit a Power of Attorney as per the format at Form - 4 of Appendix-I.

2.2.4 Any entity which has been barred by the Central / State Government in India, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit the Proposal.

2.2.5 An Applicant should have, during the last three 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 Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such Applicant.

2.2.6 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient.

2.2.7 **Eligibility:** The Applicants eligible for participating in the bid process shall be a Business Entity. For the purpose of this RFP document, a Business Entity shall mean a Sole Proprietorship Firm² / registered partnership firm³ / a company⁴ registered in India under the Companies Act 1956 and not as “**Consortium of firms**” in response to this invitation. However it is allowed to appoint sub consultant for specific expertise.

2.3 Conflict of Interest

The selected consultant shall not receive any remuneration in connection with the assignment except as provided in the Agreement. The consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the NRDA under the contract and shall be

² A Sole Proprietorship firm should furnish either the Sales/VAT/Service tax or IT returns for the last two financial years as proof of identity.

³ A registered partnership firm should furnish registration certificate under the registrar of firms and the partnership deed executed between the partners as proof of identity.

⁴ A company should furnish certificate of incorporation and memorandum of association as proof of identity.

excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services” under the ongoing contract. It should be the requirement of the consultancy contract that the consultants should provide professional, objective and impartial advice and at all times hold the NRDA interest paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other NRDA, or that may place them in a position of being unable to carry out the assignment in the best interest of the Employer. Without limitation on the generality of the foregoing, Consultants shall not be hired, under the circumstances set forth below:

- a) **Conflict between Consulting activities and procurement of goods, works or services:** A Consultant/ Consultancy concern that have been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Consultant/Consultancy concern hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.
- b) **Conflict among consulting assignments:** Neither consultants (including their personnel and) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and consultants assisting NRDA in the privatization on public assets shall neither purchase nor advise purchasers of, such assets. Similarly, consultants hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.
- c) **Relationship with Employer's staff:** Consultants (including their personnel and sub-consultants) that have a business or family relationship with such member(s) of the Employer's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of ; (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of consultant's work.

2.4 Number of Proposals

An Applicant is eligible to submit only one Application for the Consultancy. An applicant applying individually shall not be entitled to submit another application.

2.5 Cost of Proposal

2.5.1 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process. The Authority will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.5.2 Cost of RFP Document

The RFP Document can be purchased from the office of the CEO NRDA, Near Mantralaya Mahanadhi Gate, Ghari Chowk, Raipur, at the cost of Rs 5000 in the form of cash or DD of any nationalized/scheduled bank in favor of CEO, NRDA, payable at Raipur. The RFP document can also be downloaded from the web site www.nayaraiipur.com however while submitting the proposal it should be accompanied with a demand draft of Rs. 5000/-. The proposal without the cost of the document will not be considered for evaluation.

2.6 Site visit and verification of information

Applicants are advised to submit their respective Proposals after visiting the Project Site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with the Authority, applicable laws and regulations or any other matter considered relevant by them.

2.7 Acknowledgement by Applicant

2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;

(d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;

(e) acknowledged that it does not have a Conflict of Interest; and

(f) agreed to be bound by the undertaking provided by it under and in terms hereof.

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

2.8 Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof.

2.8.2 The Authority reserves the right to reject any Proposal if:

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

(b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Such misrepresentation/ improper response may lead to the disqualification of the Applicant. If such disqualification /rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best applicant, or any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the RFP

2.9.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Modification / Addendum / Amendment / Corrigendum issued in accordance with Clause 2.11:

RFP

1. Introduction
2. Instructions to Applicants
3. Criteria for Evaluation
4. Fraud and corrupt practices
5. Pre-Proposal Conference
6. Miscellaneous
7. Payment Schedule

Schedules

- 1. Terms of Reference**
- 2. Form of Agreement**
 - Annex-A: Description of the services
 - Annex-B: Reporting requirements.
 - Annex-C: Composition of the Team and Task(s) of Key Personnel
 - Annex-D: Form of Bank Guarantee for Performance Security.

Appendices

Appendix-I: Technical Proposal

- Form 1: Letter of Proposal
- Form 2: Particulars of the Applicant
- Form 3: Statement of Legal Capacity
- Form 4: Power of Attorney
- Form 5: Financial Capacity of Applicant
- Form 6: Project Development Experience of applicant with respect to Power Generation Projects in India
- Form 7: Project Development Experience of applicant with respect to Solar Power Projects in India
- Form 8: Not used.
- Form 9: Brief Company Profile, local presence, Associates, Major clients and projects etc.

Form 10: Approach Paper on methodology and work plan for performing the assignment.

Form 11: Details of Renewable Energy Project for eligibility.

Form 12A: Proposed composition of Team and Task(s) of Key Personnel

Form 12B: CVs of proposed Key Personnel

Appendix – II: Financial Proposal

Form 1: Covering Letter

2.10 Clarifications

2.10.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:

"Queries/Request for Additional Information concerning RFP - Selection of Consultant for providing Transaction Advisory Services for selection of Developer for setting up of Solar Power Projects through Public Private Partnership in Naya Raipur"

The Authority shall endeavor to respond to the queries within the period specified therein but not later than 7 days prior to the Proposal Due Date. The responses will be sent by fax or e-mail. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the RFP document without identifying the source of queries.

2.10.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.11 Amendment / Modification of RFP

2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Modified RFP / Addendum/ Amendment through posting it only on the Official Website.

2.11.2 All such amendments/modified RFP will be posted only on the Official Website and shall not be published in any news paper and will be binding on all Applicants.

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

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

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

2.13 Format and signing of Proposal

2.13.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2 The Applicant shall prepare one original set of the Documents comprising separate sealed envelopes containing the technical (with originals/ copies of documents required to be submitted along therewith pursuant to this RFP) and financial proposal, clearly marked as Technical Proposal and Financial Proposals. Both these envelopes will be placed in a single envelope clearly marked “ORIGINAL”. In addition, the applicant shall submit 1 (one) copy of only the Technical Proposal marked “COPY” and not the copy of Financial Proposal in any case. The proposal will be submitted in accordance with the clause 2.16. In the event of any discrepancy between the originals and the copies, the original shall prevail.

2.13.3 The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed as detailed below:

- (i) by the proprietor, in case of a proprietary firm;
- (ii) by the partner holding the Power of Attorney, in case of a partnership firm;
- (iii) by a duly authorized person holding the Power of Attorney (the “**Authorized Representative**”), in case of a Limited Company or a corporation; or

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant or a notary public on the specified form shall accompany the Proposal.

2.13.4 Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Applicants are reminded that no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

2.14 **Technical Proposal**

2.14.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the “**Technical Proposal**”).

2.14.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that CVs of all Key Personnel, duly signed using blue indelible ink by both by the Key Personnel and by the Power of Attorney for signing of proposal have been submitted;

2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.

2.14.4 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.14.5 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Failure of the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

2.14.6 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be. In such an event, the Authority shall forfeit and appropriate the proposal Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without any other right or remedy that may be available to the Authority.

2.15 **Financial Proposal**

2.15.1 Applicants shall submit the financial proposal in the format at Appendix-II (the “**Financial Proposal**”) clearly indicating the total lump-sum cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant’s authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, travel costs, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to on, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (ii) The Financial Proposal shall take into account all expenses and tax liabilities including Service Tax. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.

- (iii) Costs shall be expressed in INR.

2.16 **Submission of Proposal**

2.16.1 The Applicants shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be signed by indelible ink by the Authorized Representative of the Applicant. The Applicant shall be responsible for its accuracy and correctness as per the version uploaded in the website by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

2.16.2 The Proposal will be sealed in an outer envelope which will bear the address of the Authority, RFP for Consultancy as indicated at Clause 1.11.1 and 1.11.3 and the name and address of the Applicant. It shall also bear on top, the following:

“Do not open, except in presence of the authorized representative(s) of the Authority”

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

2.16.3 The aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked **‘Technical Proposal’** and the other clearly marked **‘Financial Proposal’**. The envelope marked “Technical Proposal” shall contain:

- (i) Application in the prescribed format (Form 1 of Appendix-I) along with Forms 2 to 12B of Appendix-I and supporting documents;
- (ii) Copies of Applicant’s duly audited balance sheet for the preceding three years as mentioned in this document; and
- (iii) Proposal Security as specified in Clause No. 2.20.1 in a separate sealed envelope
- (iv) Demand draft for the Cost of RFP Document if downloaded from web site or copy of the receipt if purchased from NRDA as specified in Clause No 2.5.2 in a separate sealed envelope.

The envelope marked "Financial Proposal" shall contain the financial proposal in the prescribed format (Forms 1 of Appendix-II).

2.16.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by in indelible ink by the person or persons signing the Proposal.

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

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

2.16.7 The Financial proposal shall be firm throughout the period of performance of the assignment upto and discharge of all obligations of the Consultant under the Agreement.

2.17 **Proposal Due Date**

2.17.1 Proposal should be submitted before 15:00 hrs on the Proposal Due Date Specified at Clause 1.8 at the address provided in Clause 1.11 in the manner and form as detailed in this RFP.

2.17.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing a Corrigendum in accordance with Clause 2.11.

2.18 **Late Proposals**

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.19 **Modification/ substitution/ withdrawal of Proposals**

2.19.1 No Proposal shall be modified, substituted, or withdrawn by the Applicant after its submission as per the provisions of clause 2.16 and 2.17.

2.20 Proposal Security

2.20.1 The Applicant shall furnish as part of its Proposal, a Proposal Security of Rs.2.00 lakhs (Rs. Two lakhs) in the form of Demand Draft of any scheduled bank in favour of CEO, NRDA, payable at Raipur or in the form of Bank Guarantee, issued by one of the Scheduled Nationalised Banks in India in favour of the NRDA, **operable in Raipur, and if invoked, be encashable at _____, branch of _____ bank in Raipur.** The Proposal Securities shall be valid for 210 days from the PDD. The Proposal Securities shall be returnable / refundable not later than 30 days from PDD except in case of the two highest ranked applicants as required in Clause 2.24.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.30, the second ranked Applicant, who has been kept in reserve, shall be returned/refunded its Proposal Security forthwith, or within 210 days from PDD whichever is earlier. The Selected Applicant's Proposal Security shall be returned/refunded upon the Applicant signing the Agreement and completing the deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.

2.20.2 Any Proposal not accompanied by the Proposal Security shall be rejected by the Authority as non-responsive.

2.20.3 The Authority shall not be liable to pay any interest on the Proposal Security and the same shall be interest free.

2.20.4 The Applicant, 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 Proposal Security shall be forfeited and appropriated by the Authority under the following conditions:

- (a) If an Applicant engages in any of the Prohibited Practices specified in Clause 4 of this RFP; or
- (b) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time; or
- (c) In the case of the Selected Applicant, if the Applicant fails to clarify or reconfirm its commitments as required vide Clause 2.24.1; or

- (d) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clause 2.29 and 2.30 respectively; or
- (e) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

D. EVALUATION PROCESS

2.21 Evaluation of Proposals

2.21.1 The Authority shall open the Proposals at 16:00 hours or thereafter on the Proposal Due Date, and in the presence of the Applicants who choose to attend. The envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.

2.21.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

2.21.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- (a) It is received in the form specified at Appendix-I (Technical Proposal);
- (b) It is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;
- (c) It is accompanied by the Proposal Security as specified in Clause 2.20.1.
- (d) It is accompanied by demand draft for the Cost of RFP document if it is downloaded from web site or copy of the receipt if it is purchased from NRDA
- (e) It is signed, sealed, hard bound and marked as stipulated in Clause 2.13 and 2.16;
- (f) It is accompanied by the Power of Attorney as specified in Clause 2.2.4;
- (g) It contains all the information (complete in all respects) as requested in the RFP;
- (h) It does not contain any condition or qualification;
- (i) Applicant meets the minimum condition of eligibility as per para 2.2; and
- (j) It is not non-responsive in terms hereof.

2.21.4 The Authority reserves the right to reject any Proposal which is nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.21.5 The Authority would subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.

2.21.6 After the technical evaluation, the Authority would prepare a list of shortlisted Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of shortlisted Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of Selection Process. The financial evaluation and final ranking of the Proposals would be carried out in terms of Clause 3.3 and 3.4.

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

2.21.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.22 Confidentiality

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

2.23 Clarifications

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

2.23.2 If an Applicant does not provide clarifications sought under Sub-Clause 2.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. APPOINTMENT OF CONSULTANT

2.24 Selected Applicant

2.24.1 The first ranked Applicant (the “**Selected Applicant**”) may, if necessary, be invited for clarifications and reconfirmation of commitments and its obligations under this RFP, deployment of Key Personnel, methodology and quality of the work plan.

2.25 Substitution of Key Personnel

2.25.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel. Substitution, will, however be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.26 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for any direct loss or damage that is caused due to any deficiency in services.

2.27 Award of Consultancy

After selection, a Letter of Acceptance (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the

LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, forfeit the Proposal Security of such Applicant, and the next eligible Applicant may be considered.

2.28 Performance Security

Upon receipt of Letter of Intent (LOA) from the NRDA, the successful Consultant shall furnish the Performance Security of an amount equal to 5% of cost of consultancy services/ financial proposal by way of Bank Guarantee for the due performance of the Contract in the format of Performance Security Form given at Annexure-D. The Performance Security shall be furnished by the selected Consultant within the time specified in LOA but prior to execution of Agreement. The validity period of Bank Guarantee of Performance Security shall be 270 days from the date of LOA and the Consultant shall have to provide the extended Bank Guarantee, before the expiry of 270 days, if required, which shall be valid for the period of six months beyond the date of completion of assignment.

2.29 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period of 21 (Twenty One) days from the date of issuance of LOA. The Selected Applicant shall not be entitled to seek any deviation in the Agreement. If the Selected Applicant fails to submit the Performance Security as per clause 2.28 and fails to sign the Agreement, his proposal Security shall be forfeited and Appropriated by the Authority. In such an event, the Authority may invite the Second Ranked Applicant for negotiations and may issue LOA to him.

2.30 Commencement of Assignment

The Consultant shall commence the Services within seven days from the date of signing of the Agreement. If the Consultant fails to commence the assignment as specified herein, the Authority may, unless it consents to extension of time thereof may forfeit his Proposal Security as well as his Performance Security and appropriate the same in accordance with the provisions of clause 2.20.4 of this RFP and the Agreement.

2.31 Penalty for delay:

If progress of the assignment is not as per the agreed milestones, as referred in Schedule-1 - 'Terms of Reference (TOR)', the Consultant shall be liable to pay penalty unless, on its written request, the delay is condoned by the Authority, on the justified and valid grounds. For delay upto 4 (four) weeks beyond the mile stone fixed for selection of developer (as per the deliverables and time frame indicated in TOR) , a penalty equal to 0.25% of the agreed financial proposal, beyond four weeks and upto eight weeks 0.50% of fees shall be payable to NRDA. In case of delay beyond 8 weeks, the matter will be referred to Chairman of the Authority whose decision will be final and binding, however, the maximum penalty for delay will not exceed 5% of the agreed financial proposal.

2.32 **Proprietary data**

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

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, presentation and financial capability Only those Applicants whose Technical Proposals score 150 marks or more out of 350 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (S_t).

3.1.2 The scoring criteria to be used for evaluation shall be as follows.

Sr. No.	Particulars	Maximum Score
I	Technical capacity	
A1	Experience of preparation of Pre-feasibility Report or Feasibility Report and PPP project structuring, preparation of bid documents and assist Client in Bid Process Management for selection of Developer for implementing power generation projects (all activities in a single project), minimum project cost of Rs. 50 Crores without cost of land, construction of which have started in India in last 7 years from Proposal Due Date OR which have been commissioned / have started power generation in India in last 3 years from the date of publication of this RFP	50
1	1 project	30
2	2 projects	40
3	3 or more projects	50
A2	Experience of preparation of Pre-feasibility Report or Feasibility Report and preparation of bid documents and assist Client in Bid Process Management for selection of Developer for implementing Power generation projects using Renewable Energy ⁵ (all activities in a single project), of minimum capacity of 0.5 Mega Watt , construction of which have started in India in last 7 years from Proposal Due Date OR which have been commissioned / have started power generation in India in last 3 years from the date of publication of this RFP	50
1	1 project	30
2	2 projects	40
3	3 or more projects	50
A3	Experience of preparation of Pre-feasibility Report or Feasibility	50

⁵ Renewable energy shall mean power generation from Wind power, Hydropower, Solar energy, Biomass, Biofuel, Geothermal energy for the purpose of this RFP

Sr. No.	Particulars	Maximum Score
	Report and preparation of bid documents and assist Client in Bid Process Management for selection of Developer for implementing Power generation projects using Solar Energy (all activities in a single project), of minimum capacity of 0.5 Mega Watt , construction of which have started in India in last 7 years from Proposal Due Date OR which have been commissioned / have started power generation in India in last 3 years from the date of publication of this RFP	
1	1 project	30
2	2 projects	40
3	3 or more projects	50
	Sub-total-1 (A1+A2+A3)	150
II	Financial capacity	
	Average Turnover from consultancy services in last 3 Financial Years (2010-11, 2009-10, 2008-09)	50
	Rs. 3 crores	30
	More than Rs. 3 crores, upto Rs. 6 Crores	40
	More than Rs. 6 Crores	50
III	Key Personnel	
A	Team Leader – experience similar to the experience as mentioned in Annexure C - experience in providing PPP Transaction Advisory Services for developing projects in Power Sector)	40
1	Minimum 5 years	30
2	More than 5 years, upto 8 years	35
3	More than 8 years	40
B	Finance Expert – experience similar to the experience as mentioned in Annexure C	20
1	Minimum 3 years	10
2	More than 3 years, upto 5 years	15
3	More than 8 years	20
C	Power Sector/Policy & Regulatory Specialist – experience similar to the experience as mentioned in Annexure C	20
1	Minimum 5 years	10
2	More than 5 years, upto 8 years	15
4	More than 8 years	20
D	Procurement Expert – experience similar to the experience as mentioned in Annexure C	20
1	Minimum 3 years	10
2	More than 3 years, upto 5 years	15
4	More than 5 years	20
	Sub-total-2 (A+B+C+D)	100
IV	Adequacy of the proposed Approach and Methodology and Work Plan	50
	Total (I+II+III+IV)	350

Note:

- I. A bidder shall have to secure **minimum 180 marks** to be eligible for opening of financial proposal.
- II. A project, which qualifies under the Criterion A3 above, will also be evaluated under the Criterion A2 above.

3.1.3 Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, consultancy assignments in respect of projects the bidder shall provide the documentary evidence in respect of the above by enclosing notarised copy of certificate from client, work orders, agreements, with the technical proposal. Without such submissions a project experience shall not be considered as Eligible Assignments for evaluation.

3.2 Short-listing of Applicants

Only those Applicants whose Technical Proposals score 180 marks or more out of 350 shall qualify for further consideration, and shall be short-listed with ranking from highest to the lowest on the basis of their technical score (S_t).

3.3 Evaluation of Financial Proposal

3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (S_f).

3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal will be considered.

3.3.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest financial proposal (F_M) will be given a financial score (S_f) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_f = 100 \times F_M/F$$

(F = amount of Financial Proposal of the applicant)

3.4 Combined and Final Evaluation

3.4.1 Proposals will finally be ranked according to their combined technical (ST) and financial (S_i) scores as follows:

$$S = S_t \times T_w + S_f \times F_w$$

Where S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal that shall be **0.80 and 0.20** respectively.

3.4.2 The Selected Applicant shall be the First Ranked Applicant (having the highest combined score). The Second Ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in Clause 2.24, 2.28 and 2.29, and 2.30 as the case may be.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Proposal Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, 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, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly 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.
- 4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of 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 consultant/ adviser of the Authority in relation to any matter concerning the Project;

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

5. PRE-PROPOSAL CONFERENCE

- 5.1 Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.

- 5.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6. MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Raipur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Applicant in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

7. Payment to the Consultant

In consideration of the Services performed by the Consultants, the consultant will be entitled for payment of fees as per following payment schedule:

S. No.	Payment Milestones	Percentage of Payment of total Financial Proposal Payable
1	Approval of Authority of Inception Report	5%
2	Approval of Authority of Report on Conceptual Layout and Block Estimate, Techno-Economic Viability Report, Market feasibility, Project Information Memorandum and Drawings after compliance of Stage 1 and Stage 2 of Schedule 1 of this RFP	25%
3	Approval of Authority on Draft Request for Proposal, Contract Agreement and issuance of RFP for selection of Developer for the Project after compliance of Stag 3 of Schedule 1 of this RFP Approval of Authority on Draft Request for Proposal, Contract Agreement and issuance of RFP for selection of Independent Engineer	20%
4	Issuance of LOA to Selected Developer	15%
5	Execution of Contract Agreement with the Selected Bidder after compliance of Stage 4 of Schedule 1 of this RFP	25%
6	On Selection of Independent Engineer and signing of Agreement with them	10%

Note:

The payment as per above schedule shall be made to the consultant on completion of satisfactory performance (to be decided by the Authority) of all activities/roles/duties upto the stage of payment as indicated in the Deliverables & Time Frame as per TOR.

SCHEDULES

Schedule – 1: TERMS OF REFERENCE (TOR) FOR SELECTION OF CONSULTANT

1. Part-I:

The Consultant will

- (i) Undertake site survey, including reconnaissance survey, soil investigation if required, solar radiation resource assessment, direct normal insolation study, and any other assessment or study necessary for analysing the extent and requirement of design.
- (ii) Study Naya Raipur Development Plan, all applicable and relevant guidelines, rules, and regulations related to the setting up solar power generation facilities, generation and distribution of solar power.
- (iii) Study the application areas for use of solar power in the context of Naya Raipur for using for street lights, landscaping / recreational areas, bus shelters, public utilities, traffic signals etc. and suggest / recommend application areas for the entire city, along with recommended phasing of implementation
- (iv) Suggest capacity of solar power generation (which should be a maximum of 5 Mega Watt), proposed in Naya Raipur, suggest technology options with SWOT analysis of each options, life of equipments, suggested to be installed, requirement of area of land, duration of operation by the private party, cost of replacement, capital cost and operation cost, identification of availability of capital grant;
- (v) Recommend most optimal solution supported with detailed analysis along with details of technical and financial parameters
- (vi) Preparation of project design program including identification of land for setting up components of solar power generation other relevant components within the Project, assessment and allocation of land for various uses, in conformity to the master plan & urban design guideline of Naya Raipur
- (vii) Prepare a conceptual layout plan of project components, considering all necessary specifications, guidelines, within the norms of Naya Raipur development Plan and Urban Design Guideline and Chhattisgarh Bhumi Vikas Niyam

- (viii) Prepare separate block cost estimate of individual project components, structures, access roads, within the boundary of the Project. including drainage, water supply, power cable network, etc., hard and soft landscaping, and all other infrastructure services, integrating with city level plan
- (ix) Conduct a market survey for the identification of the prospective developers and operators, and their requirements, different business models, identification of revenue streams etc.
- (x) Review the concept plan and modify the same, if required.
- (xi) Preparation of techno-economic viability report considering PPP framework including :
 - I. **Market Study** (Demand and Growth projection, Demand Drivers, key parameters for attracting developers and operators)
 - II. **Technical and Financial Feasibility Study**
 - A. Introduction
 - B. Identify requirement and possible capacity of generation
 - C. Review of technology options available
 - D. Recommended capacity, technology option, area requirement
 - E. Suggested Development Models
 - F. SWOT Analysis of suggested business models
 - G. Financial Assumptions and analysis
 - i. Development Phases
 - ii. Forecast of Costs
 - iii. Availability of grant
 - iv. Forecast of Revenue
 - v. Funds Requirement
 - vi. Debt Equity Ratio
 - vii. Project IRR
 - viii. Pay Back Period
 - ix. DSCR
 - x. Various financial ratios
 - xi. Total Surplus/Deficit
 - xii. Requirement of viability gap funding, if any and possible sources of capital grant

- xiii. Requirement of operational grant, if any and possible sources of such grants
 - xiv. In the event of require of capital / operational grant, total fund outgo for the Client for the various phases of implementation and their operation
 - xv. Suggest inclusion of possible components which may act as 'sweetener' to provide cross subsidy for the project; identification of type and quantum of 'sweetener' required, if any
- H. Recommended business model drawing inference from financial analysis
 - I. Suggested Marketing Model
 - J. Suggested eligibility conditions
 - K. Suggested Technical Evaluation criteria
 - L. Suggested Financial bid parameter
 - M. Submission of list of projects and prospective developers whose business models have been studied with contact details
- (xii) Identifying and listing the requirements of all the statutory clearances/approvals required for setting up the project.
- (xiii) Assist NRDA in documentation for applying for grant and also in presentations after application for such grant for developing the Project

2. Part-II

- (i) Structuring of project on PPP, based on the business model, land area requirement and technology options approved by NRDA, suggestions for improving its viability for successful marketing of the project etc. The role of the developer and operator in design, construction, Finance, disposal, maintenance, and transfer should be clearly identified. Such suggestions may include proposals for grants, if required, with justification, for improving the viability of the project, along with cost and phasing of such grants.
- (ii) Identify the sources of the funds and advise the Authority on availability of grant from any scheme / Government of India or any other organization for the Project
- (iii) Prepare detailed marketing strategy for promoting the project to the developers.

- (iv) Preparation of Project Information Memorandum, bidding documents, contract agreements etc. for selection of Developer through competitive bidding process on the basis of basic principles of competitive bidding , arranging pre-bid meets and responding developers' queries. The expenses of Pre-Bid Meet shall be borne by the NRDA.
- (v) Assist and facilitate Authority or its agency in bid process management, selection of Developer and execution of agreements with selected Developer etc.

3. Part-III:

- (i) Finalization of the scope for appointment of Independent Engineer for Monitoring, supervision, design checking, quality control, implementation of specification, ensure progress of project Implementation, checking safety standards at project site, etc.
- (ii) The consultant shall assist and facilitate Authority in bid process management, selection of Independent Engineer and execution of agreements with them.

The approval to the various studies and other related works undertaken by Consultant for achieving over all objectives shall be accorded by the Authority.

4. Time Frame & Deliverables:

Time schedule for the consultancy work will be as follows:

S. No.	Activity	Duration from the Effective Date
1	Site survey & analysis, project design programme, conceptual layout plan, block cost estimate, techno-economic viability report, listing statutory clearances/approvals that is Stage 1 of Schedule 1 of this RFP	45 days
2	Structuring of project on PPP, preparation of Project Information memorandum preparation and issuance of RFP (which shall include Letter of invitation, ITB, TOR, PIM, Draft Contract Agreement (DCA) etc.), that is upto Stage 3 of Schedule 1 of this RFP along with receipt & evaluation of Tech. & Fin. Proposals, final evaluation of proposals (Quality & Cost), selection of Developer(s) and issue of Letter of Acceptance (LOA) to the Selected Bidder which is under Stage 4 of Schedule 1 of this RFP	135 days

S. No.	Activity	Duration from the Effective Date
3	Finalization of DCA, Approval of DCA from the Authority, Execution of Contract Agreement that is upto Stage 4 of Schedule 1 of this RFP	165 days
4	Preparation of TOR, Bid documents, Contract Agreement for Selection of Independent Engineer (IE), carry out bid process management, execution of agreement with IE that is upto Stage 5 of Schedule 1 of this RFP	180 days

Note:

- (i) Time of minimum 21 days is to be given to the bidders to submit their proposals in response to RFP
- (ii) The above time frame includes time required for according approvals by the Authority.
- (iii) Consultant shall be required to complete the job to the satisfaction of the Authority within the prescribed time frame.
- (iv) Any other activity not specifically mentioned but that may be required for the successful project development and selection of developer(s) shall have to be undertaken by the Consultant.

5. Services and Submittals of Report

All reports, documents and drawings are to be submitted for entire project. The analysis of data and the conceptual design, block estimate of costs shall be based on the data derived from the Land surveys and investigations, studies carried out during the period of assignment. The sources of data and model relationships used in the reports shall be indicated with complete details for easy reference.

6. Reports and documents to be submitted by the Consultant to NRDA

The consultant shall submit to NRDA the reports and document in bound volumes (and not spiral binding form) after completion of each stage of work as per this schedule and in at least three number of copies. Further, the reports shall also be submitted in CD's in editable formats in addition to the hard copies as mentioned. Consultant shall submit all reports mentioned specifically in the preceding paras of the TOR.

The time schedule for various submissions prescribed at Deliverables and Time Frame above shall be strictly adhered to. No. time-over-run in respect of these submissions will normally be permitted.

Stage1:

Inception Report (IR)

The report shall cover the following major aspects:

- (i) **Project appreciation**, including understanding of assignment
- (ii) **Detailed methodology** to meet the requirements of the TOR; including scheduling of various activities to be carried out for completion of various stages of the work; stating out clearly their approach & methodology for project preparation
- (iii) Task Assignment and manning Schedule indicating Deal Team and Manpower Commitment.
- (iv) Performa for data collection for various surveys/studies;
- (v) Draft design standards;

Stage2:

I) Report on Conceptual Layout and Block Cost Estimate which will contain the following

- (i) Executive summary
- (ii) All surveys, including soil investigation reports if carried out, solar radiation resource assessment, direct normal insulation study, and any other assessment or study necessary for analysing the extent and requirement of design
- (iii) Site analysis
- (iv) Identified project components
- (v) Indicative design standards, methodologies and specifications
- (vi) Area of land required for the Project Components
- (vii) Block cost estimate for the Project
- (viii) List & requirements of statutory clearances
- (ix) Report on the survey of the prospective developers.

II) Techno—Economic Viability Report which shall contain the following:

- (i) Executive Summary
- (ii) Project Description
- (iii) Conceptual Layout plan for the project components showing the plan, with typical layouts and design details, internal roads, approach road, drainage system, rain water harvesting, open space, power substation, water storage facility etc.

- (iv) Assessment under various uses as per Master Plan, Urban Design Guideline and Feasibility Study
- (v) Block cost estimates for components under the Project
- (vi) PPP structure proposed
- (vii) Economic and financial analysis
- (viii) Conclusion and Recommendations

III) Project Information Memorandum which shall contain the following:

- (i) Project location and general site profile
- (ii) Market potential assessment
- (iii) Project components and concept plan indicating the zoning of different facilities under the Project
- (iv) Infrastructure requirement
- (v) Specification for drainage system, water supply system, rain water harvesting system, power supply, solid waste handling system, telecom, infrastructures for internal roads, approach roads, sewage system, open area, landscaping etc.
- (vi) Clearances and sanctions required
- (vii) Financial assessment and business plan
- (viii) Implementation framework
- (ix) Summary of survey and investigation data
- (x) Proposed design criteria, standards and specifications for all components / facilities / structures

IV) Drawings which shall contain the following:

- (i) Location plan
- (ii) Topographic survey map showing contours, objects on the land, plot nos. super imposed on cadastral map
- (iii) Conceptual Layout plans
- (iv) Block / Typical plan and elevation of different structures planned within the project
- (v) Conceptual views and details of portray the project
- (vi) Any other drawing required for the study

Note:

- (i) The basic data obtained from the field studies and investigations shall be submitted in a separate volume as an Appendix to report submitted under Stage 2
- (ii) Report of Land Survey shall be submitted in a separate volume as an Appendix to report submitted under Stage 2

Stage 3:

Bid Documents and Agreement for selection of developer and operator

Volume- I: Bid Documents

The complete bidding document of the project to be developed on PPP framework shall be submitted in such form as convenient to float it directly to the prospective bidders. The bidding document shall abide to the basis of basic principle of competitive bidding with minimum possible commitment from the Authority as far as possible shall be provided in the Bid Document.

Volume- II: Contract Agreement

The Contract Agreement shall be prepared and submitted in such form as convenient for directly entering into the agreement with selected developer.

During the preparation of Bid Documents the Consultant shall interact continuously with the Authority and shall provide any clarification and shall carry out as per modification suggested to them by the Authority

Final version of Volume I (Bid Documents) and Volume II (Contract Documents) for publication alongwith their amendments/ modified RFP, if any shall be reviewed and be legally vetted prior to submission. Such final submissions shall mandatorily accompany certificates of legal compliance from a registered legal expert.

Stage 4:

Assistance in selection of Developer

On the basis of the submitted documents by consultants in Stage 3 the selection of developer shall be done and consultant shall provide all technical assistance to the Authority during the pre-bid meetings, replying to the various queries by the developer on the proposed details of the work and site on approval of the Authority, assisting in finalizing the minutes of pre-bid meetings and incorporating the necessary changes in the documents as necessary on approval of the Authority. Consultant shall be responsible for all the details submitted to the Developer.

The Consultant shall be responsible for organising Pre- Bid Meets as desired by the Authority and shall provide all technical assistance to the Authority, Cost of organizing Pre-Bid meets shall be borne by Authority

The Consultant shall be responsible to prepare Bid evaluation Report and shall submit the report to the Authority with its recommendation.

The Consultant shall facilitate the issue of LoA to the Selected Bidder, shall finalize the Agreement and shall also facilitate the signing of Agreement between the Authority and the Selected Bidder

Stage 5:

Assisting in Selection of Independent Engineer (IE)

The Consultant shall be responsible for the preparation of all the documents related with appointment/selection of IE and will assist Authority in their selection including bid management and preparation of desired agreements to be executed with them.

Volume- I: Bidding Document

The complete bidding document of the project to be developed shall be submitted in such form as convenient to float it directly to the prospective bidders and the Consultant will also respond to pre award queries of the prospective bidders. The bidding document shall be on the basis of basic principle of competitive bidding.

Volume- II: Contract Agreement

The Contract Agreement shall be submitted in such form as convenient for directly entering into the agreement with the selected firm.

During the preparation of Bid Document the Consultant shall interact continuously with the Authority and shall provide any clarification and shall carry out as per modification suggested to them

Final version of Volume I (Bid Documents) and Volume II (Contract Documents) for publication alongwith their amendments/ modified RFP, if any shall be reviewed and be legally vetted prior to submission. Such final submissions shall mandatorily accompany certificates of legal compliance from a registered legal expert.

Consultant shall provide all technical assistance to the Authority during the pre-bid meetings, replying to the various queries by the developer on the proposed details of the work and site, assisting in finalizing the minutes of pre-bid meetings and incorporating the necessary changes in the documents as necessary. Consultant shall be responsible for all the details submitted to the bidders.

The Consultant shall be responsible for organising Pre- Bid Meets as desired by the Authority.

The Consultant shall be responsible to prepare Bid evaluation Report and shall submit the report to the Authority with its recommendation.

The Consultant shall facilitate the issue of LoA to the Selected Bidder, shall finalize the Agreement and shall also facilitate the signing of Agreement between the Authority and the Selected Bidder

7. Activity Schedule

An activity schedule of various activities shall be provided by the Consultant to Authority and the activity schedule approved by the Authority (the “**Activity Schedule**”) shall form a part of the Agreement. Prior intimation shall be given to Authority by the Consultant regarding start of key activities such as soil investigation and land survey etc.

8. Data and Software

The CD's/DVD's containing all basic as well as the processed data from all field studies and investigations, report, appendices, annexure, documents and drawings shall be submitted to AUTHORITY in editable formats at the time of the submission of the Final Report. The data can be classified as follows:

- (i) **Engineering Investigations:** Material Investigation including test results for soils, topographic survey, Sub-soil Exploration, Drainage system of sites, solar radiation resource assessment, direct normal insulation study, and any other assessment or study necessary for analysing the extent and requirement of design
- (ii) **Drawings:** All drawing data would be supplied in suitable format along with complete reference so that the data could be imported into any standard design software.

(iii) **Block Cost Estimate:** The Consultant shall submit the block cost estimate for various works item including the data developed on computer in this relation so that it could be used by the Authority later for the purpose of updating the cost of the project.

(iv) **Economic and Financial Analysis:** Detailed calculation in MS Excel format to be submitted in soft copies

Software: The Consultant shall also hand -over to AUTHORITY DVD's/ CD's containing any general software including the financial model (in editable format) which has been specifically developed for the project.

The DVD's/CD's should be properly indexed and a catalogue giving contents of all floppies/CD's and print-outs of the contents (data from field studies topographic data and drawings) should be handed over to AUTHORITY at the time of submission of the Final Report.

SCHEDULE – 2 - Draft of Contract Form

CONTRACT FOR CONSULTANCY SERVICES

Between

.....

[name of Client]

and

.....

[name of Consultant]

AGREEMENT FOR SELECTION OF CONSULTANT FOR PROVIDING TRANSACTION ADVISORY SERVICES FOR SETTING UP OF DEVELOPMENT OF SOLAR POWER PROJECTS THROUGH PUBLIC PRIVATE PARTNERSHIP IN NAYA RAIPUR

This AGREEMENT (hereinafter referred to as the “Agreement”) is made on the _____ day of the month of _____ 20__ between, on the one hand, the NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA) having its office in front of Mahanadi Dwar of Mantralaya, Raipur, Chhattisgrah (hereinafter referred to as the “**the Authority**” which expression shall include their respective successors, unless the context otherwise requires) and, on the other hand, _____ - (hereinafter referred to as the “**Consultant**” which expression shall include their respective successors and permitted assigns).

- A. The Authority vide its Request for Proposal (RFP) for providing certain Consultancy Services as defined in this Agreement (hereinafter referred to as the “**Consultancy**”) for Setting up of Solar Power Projects in Naya Raipur as defined in RFP document (hereinafter referred to as the “**Project**”).
- B. The Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- C. The Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Intent dated _____ (the “**LOA**”); and
- D. In pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- a) “Applicable Laws” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- b) “Agreement” means this Agreement, together with all the Annexes;
- c) “Agreement Value” shall have the meaning set forth in Clause 6.
- d) “Additional Costs” shall have the meaning set forth in Clause 6.
- e) “Confidential Information” shall have the meaning set forth in Clause 3.3;
- f) “Conflict of Interest” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- g) Authority means Naya Raipur Development Authority, a Special Area Development Authority constituted under the ‘CG Nagar Tatha Gram Nivesh Adhiniyam, 1973’ by Government of Chhattisgarh for development, operation and maintenance of infrastructure of Naya Raipur.
- h) “Effective Date” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- i) “Expatriate Personnel” means such persons who at the time of being so hired had their domicile outside India;
- j) “Government” means the Government of Chhattisgarh
- k) “INR, Re., ₹ Or Rs.” means Indian Rupees;
- l) “Personnel” means persons hired by the Consultant or by any Sub Consultant as employees and assigned to the performance of the Services or any part thereof;
- m) “Party” means the Authority or the Consultant, as the case may be, and Parties means both of them;
- n) “Resident Personnel” means such persons who at the time of being so hired had their domicile inside India;
- o) “Services” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;

- p) “RFP” means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- q) “Terms of Reference ”means the work to be performed by Consultant as mentioned in Annexure-A to this Agreement;
- r) “Third Party” means any persons or entity other than the Government, the Authority, the Consultant

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued hereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over other would be as laid down below beginning from the highest priority to the lowest priority:

- a) Agreement;
- b) Annexure of Agreement;
- c) RFP; and
- d) Letter of Intent

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and Obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement; in particular:

- a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- b) Not used

- c) the Authority shall pay Consultancy Fee to the Consultant in accordance with the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Raipur/ Bilaspur, Chhattisgarh shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of contents and headings

The table of contents headings or sub-headings in this agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- a) in the case of the Consultant, be given by facsimile and by letter delivered by hand/post to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority provided that if the Consultant does not have an office in Raipur it may send such notice by facsimile and by registered acknowledgement due, air mail, or by courier, fax or e-mail.
- b) in the case of the Authority, be given by facsimile and by letter delivered by hand/post and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in Raipur it may send such notice by facsimile and by registered acknowledgement due, air mail, or by courier, fax & e-mail.

1.8 Location

The Services shall be performed at the site required to accomplish the Terms of Reference (TOR) task of the project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

1.9 Not used

1.10 Authorized representatives

1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative, Unless otherwise notified, the Authority Representative shall be;

The Chief Executive Officer
Naya Raipur Development Authority (NRDA)
In front of Mahanadi Dwar of Mantralaya,
Raipur 492 001, Chhattisgarh

TEL NO: + 91 771 4066011

Fax No.: +91 771 4066188

E-MAIL: ceo@nayaraipur.com with a c.c. to psc@nayaraipur.com

1.10.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

Tel:

Fax

1.11 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of execution of this Agreement: (the “**Effective Date**”).

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks’ notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Proposal Security as well as the Performance Security of the Consultant shall stand forfeited.

2.4 Expiration of Agreement

Unless terminated earlier pursuant to Clause 2.9 hereof, this Agreement shall expire when the

Services have been completed and a period of 90 (ninety) days has elapsed after all payments due under this Agreement, have been made.

2.5 Entire Agreement

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject

hereof, and no amendment or modifications hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed as part of this Agreement.

2.6 Modifications of Agreement

Modification of the terms and conditions of this Agreement may only be made by written agreement between the Parties hereof, however, each Party shall give due consideration to any proposals for modifications made by the other Party.

2.7 Force Majeure

2.7.1 Definition

- a) For the purposes of this Agreement, "**Force Majeure**" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees there of, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- d) The Authority will decide the eventuality of Force Majeure which will be binding on both the parties.

2.7.2 No breach of Agreement

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period. Such expenses will be approved by the Authority. The Consultant will have to provide proper justification and certificate from their auditors for such expenses on the format as may be decided by the Authority.

2.7.6 Consultation

Not later than thirty (30) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, without any obligation (financial or otherwise) suspends all the payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the Authority

The Authority may, by not less than thirty (30) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 herein above, within thirty (30) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors
- c) for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or
- d) receivership whether compulsory or voluntary;
- e) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- f) if the Consultant fails to comply decision of the Authority.
- g) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;

- h) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading; or
- i) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.9.2 By the Consultant

The Consultant may, by not less than thirty (30) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- a) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently agreed in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- b) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- c) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of its accounts and records set forth in Clause 3.6.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and

materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to **Clauses 2.9.1 or Clause 2.9.2** hereof, NRDA shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to NRDA):

- a. payment pursuant to **Clause 6** hereof for Services satisfactorily performed prior to the date of termination; and
- b. except in the case of termination pursuant to sub-clauses (a) through (i) of **Clause 2.9.1** hereof, reimbursement of any reasonable direct documented costs incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Personnel.

2.9.6 Disputes Resolution

(i) Amicable Settlement:

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred for Arbitration.

(ii) Arbitration:

In case the dispute is not resolved as indicated in Clause 2.9.6(1), any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by Authority and other appointed by Consultant and the third arbitrator

to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Raipur and following are agreed:

The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.

The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel)

When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Agreement.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Third Parties.

3.1.2 Terms of Reference

The scope of Services to be performed by the Consultant are specified in the Terms of Reference (the "TOR") at Annexure-A of this Agreement. The Consultant shall provide the deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that all Personnel and agents of the Consultant comply with the Applicable Laws.

3.2 Conflict of Interest

The consultant shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the NRDA under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services" under the ongoing contract. It should be the requirement of the consultancy contract that the consultants should provide professional, objective and impartial advice and at all times hold the NRDA interests' paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or

current obligations to other NRDA, or that may place them in a position of being unable to carry out the assignment in the best interest of the Employer. Without limitation on the generality of the foregoing, Consultants shall not be hired, under the circumstances set forth below:

- (i) **Conflict between Consulting activities and procurement of goods, works or services:** A Consultant/ Consultancy concern that have been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Consultant/ Consultancy concern hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.
- (ii) **Conflict among consulting assignments:** Neither consultants (including their personnel) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and consultants assisting a NRDA in the privatization on public assets shall neither purchase nor advise purchasers of, such assets. Similarly, consultants hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.
- (iii) **Relationship with Employer's staff:** Consultants (including their personnel) that have a business or family relationship with such member(s) of the Employer's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of ; (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of consultant's work.

3.3 Confidentiality

The Consultant and its Personnel shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether

written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, and a Personnel of Consultant any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, and its Personnel may disclose Confidential Information to the extent that such confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant and its Personnel or becomes a part of the public knowledge from a source other than the Consultant, and the its Personnel;
- (ii) was obtained from a third party with no known duty to maintain its on Confidentiality;
- (iii) is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that for any such disclosure, the Consultant, and its Personnel shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Personnel, as is reasonable under the circumstances; provided, however, that the Consultant or its Personnel, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 Consultant's liability towards the Authority

The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property or resulting losses or damages suffered by the Authority, shall be not liable to the Authority:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct Loss or damage that exceeds (a) the Agreement Value set forth in this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability whichever of (a) or (b) is higher.

This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.

3.5 Insurance to be taken out by the Consultant

The Consultant (i) shall take out and maintain, own cost, insurance against the risks, and for the coverage, as and (ii) at the Authority's request, shall provide evidence to the Authority showing that such insurance has been taken out and maintained and that the current premiums thereof have been paid.

3.6 Not used

3.7 Consultant's actions requiring the Authority's prior approval

The Consultant shall obtain the Authority's prior approval in writing before appointing any other personnel than mentioned in Annexure 3-C, i.e. Key Personnel.

3.8 Reporting obligations

The Consultant shall submit to the Authority the reports and documents specified in Annexure-B hereto, in the form, in the numbers and within the time periods set forth in the said Annexure.

3.9 Documents prepared by the Consultant to be property of the Authority

3.9.1 All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Authority, and the Consultant shall, not later than termination or expiration of this Agreement, deliver all such documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in the Agreement.

3.9.2 The Consultant shall not use these documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.10 Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey /investigations.

4. CONSULTANT'S PERSONNEL

- 4.1 The Consultants shall employ following qualified and experienced Personnel to carry out the services as given in TOR and the Consultant shall not change any person whose Curriculum Vitae (CV) has been submitted, without prior permission of Authority. Without written permission of Authority any such action shall be deemed as breach of contract.
- 4.2 The Authority will not normally consider any request of the Consultant for substitution of Key Personnel. Substitution, will, however be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
- 4.3 The Authority expects all the Key Personnel to be available during Implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

5. Services and Facilities to be provided by the NRDA

The NRDA shall not provide any services and/or facilities to the appointed Consultant during the studies and submission of stipulated documents. The consultants will have to arrange for all facilities/services required to carry out the assigned work on this project at their cost. However, introductory/ recommendation letter and other facilitation, as deemed fit, work shall be provided to the consultants on request for obtaining desired services and facilities from concerned authority for which the Consultants shall make payment to the concerned authorities directly.

6. Payment to the Consultant

In consideration of the Services performed by the Consultant under this Contract, the consultant will be entitled for total fees consideration as per Financial Proposal annexed at Annexure - E. The Consultant undertakes to fulfill the commitment as indicated in the Financial Proposal.

In consideration of the Services performed by the Consultant, the Consultant will be entitled for payment of fees consideration as per following payment schedule with the approval of Authority:

S. No.	Payment Milestones	Percentage of Payment of total Financial Proposal Payable
1	Approval of Authority of Inception Report	5%
2	Approval of Authority of Report on Conceptual Layout and Block Estimate, Techno-Economic Viability Report, Market feasibility, Project Information Memorandum and Drawings after compliance of Stage 1 and Stage 2 of Schedule 1 of this RFP	25%
3	Approval of Authority on Draft Request for Proposal, Contract Agreement and issuance of RFP for selection of Developer for the Project after compliance of Stage 3 of Schedule 1 of this RFP Approval of Authority on Draft Request for Proposal, Contract Agreement and issuance of RFP for selection of Independent Engineer	20%
4	Issuance of LOA to Selected Developer	15%
5	Execution of Contract Agreement with the Selected Bidder after compliance of Stage 4 of Schedule 1 of this RFP	25%
6	On Selection of Independent Engineer and signing of Agreement with them	10%

Note: The payment as per above schedule shall be made to the consultant on completion of satisfactory performance (to be decided by the Authority) of all activities/roles/duties upto the stage of payment as indicated in the Deliverables & Time Frame as per TOR.

7. Currency of Payment

All payments shall be made in Indian Rupees.

8. Not used

9. Severability

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the Law of any jurisdiction that shall not affect or impair:

a) The legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

b) The legality, validity or enforceability under the Law of any other jurisdiction of that or any other provision of this Memorandum

9.1 This Agreement may be altered or modified by mutual consent of the Parties for purposes of safeguarding the proper implementation of the scope of work.

9.2 The parties agree to furnish/execute such further or other documents/papers for giving fullest effect to the Scope of Work as may be required by the Authority

10. JURISDICTION OF COURTS:

All disputes arising out of this Agreement shall be subject to the jurisdiction of the Courts at Raipur only

11. Performance Security

Upon receipt of Letter of Acceptance (LOA) from the NRDA, the Consultant shall furnish the Performance Security of an amount equal to 5% of cost of consultancy services/ financial proposal, by way of Bank Guarantee for the due performance of the Contract in the format of Performance Security Form given at Annexure-D. The Performance Security shall be furnished by the selected Consultant within the time specified in LOA but prior to execution of Agreement. The validity period of Bank Guarantee of Performance Security shall be 270 days from the date of LOA and the Consultant shall have to provide the extended Bank Guarantee, before the expiry of 270 days, if required, which shall be valid for the period of six months beyond the date of completion of assignment.

12. Penalty for delay:

If progress of the assignment is not as per the agreed milestones, as referred in Annexure-A of Terms of Reference, the Consultant shall be liable to pay penalty unless, on its written request, the delay is condoned by Authority, constituted by GoCG, on the justified and valid grounds. For delay upto four weeks beyond the mile stone fixed for selection of developer (as per the deliverables and time frame indicated in Section-4 TOR), a penalty equal to 0.25% of the agreed financial proposal, beyond four weeks upto eight weeks 0.50% of fees shall be payable to NRDA. In case of delay beyond 8 weeks, the matter will be referred to Authority whose decision will be final and binding, however, the maximum penalty for delay will not exceed 5% of the agreed financial proposal.

13. Indemnity

The Consultant will indemnify the NRDA for any direct loss or damage that is caused due to deficiency in services

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed and executed in their respective names as of the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of Consultant:

For and on behalf of Authority:

(Signature of Authorized Representative)

(Signature of Authorized Representative)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

(Phone, Fax Nos.)

(Phone, Fax Nos.)

Witnesses:

1. Signature
Name
Address

2. Signature
Name
Address

LIST OF ANNEXURE

Annexure A - Description of the Services

Annexure B - Reporting Requirements

Annexure C - Key Personnel and Sub-Consultants

Annexure D - Form of Bank Guarantee for Performance Security.

Annexure E – Form of Bank Guarantee for Proposal Security

ANNEXURE-A

DESCRIPTION OF THE SERVICES (AS PER TOR)

Reference invited to Schedule-1 of RFP

REPORTING REQUIREMENTS

Reference invited to Schedule-1 of RFP

ANNEXURE- C

COMPOSITION OF THE TEAM AND TASKS OF KEY PERSONNELS

Proposed composition of the Team and Task(s) of Key Personnel

Sl.No	Minimum Relevant Qualification and Experience required (in Years)	Position	Task Assigned
1.	B.E/ B.Tech (any discipline), MBA with minimum total experience of 8 years, out of which minimum 5 years of experience in providing PPP Transaction Advisory Services for developing projects in Power Sector	Team Leader	
2.	CA / MBA (finance) or equivalent with minimum 3 years of experience in financial modelling and analysis of power sector projects developed/ being developed through PPP in India	Finance Expert	
3.	B.E/B.Tech (any discipline), with minimum 5 years of experience in Policy Advisory/ Tariff Fixation and other similar advisory services in Power Sector	Power Sector/ Policy & Regulatory Expert	
4.	Graduate in any discipline with minimum 3 years of experience in preparation of bid documents and managing bid processes for developing power sector projects through PPP in India	Procurement Expert	

Name & signature of the authorised signatory

Annexure - D

FORM OF PERFORMANCE SECURITY (PERFORMAMANCE BANK GUARANTEE)

To
The Chief Executive Officer
Naya Raipur Development Authority
In front of Mahanadi Dwar of Mantralaya,
Raipur 492 001, Chhattisgarh

WHEREAS _____ [**Name and address of the Consultant**] (hereinafter called “the **Consultants**”) has undertaken, in pursuance of Letter of Acceptance (LOA) No. _____ dated _____ to provide the services on terms and conditions set forth in this Contract _____ [**Name of contract and brief description of works**] (hereinafter called the “**the Contract**”).

AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a Scheduled Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of _____ [**amount of Guarantee**]⁶ _____ [in words _____], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you such amount in favour of CEO, NRDA through our branch operable at Raipur at _____ (*provide the address of the branch at Raipur*) and if invoked, be encashable at _____, branch of _____ bank at Raipur, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [**amount of Guarantee**] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made

⁶ Shall be equal to the amount stipulated in the Letter of Intent

between you and the Consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Consultants or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____) and the guarantee shall remain valid till _____. Unless a claim or a demand or a request for extension in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

This guarantee shall be valid until 270 days from the date LOA and shall be extended, before the expiry of 270 days, if required, for a period up to 6 months from the date of completion of assignment by the Consultant.

Signature and Seal of the Guarantor _____

Name and Designation _____

Name of the Bank _____

Address _____

Date _____

In presence of

1. _____
(Name, Signature & Occupation)

2. _____
(Name, Signature & Occupation)

FORM OF PROPOSAL SECURITY (BANK GUARANTEE)

To
The Chief Executive Officer
Naya Raipur Development Authority
In front of Mahanadi Dwar of Mantralaya,
Raipur 492 001, Chhattisgarh

WHEREAS _____ [**Name and address of the Consultant**] (hereinafter called “the **Consultants**”) has undertaken, in pursuance of Request for Proposal No. _____ dated _____ to provide the Consultancy services for _____ [**Name of contract and brief description of works**] (hereinafter called the “**the Contract**”) and other related documents (hereinafter collectively referred to as “Bidding Documents”),

AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a Scheduled Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of _____ [**amount of Guarantee**]⁷ _____ [in words _____], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you such amount in favour of CEO, NRDA through our branch operable at Raipur at _____ (provide the address of the branch at Raipur) and if invoked, be encashable at _____, branch of _____ bank in Raipur, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [**amount of Guarantee**] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.

⁷ Shall be equal to the amount stipulated in the Letter of Intent

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Consultants or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____) and the guarantee shall remain valid till _____. Unless a claim or a demand or a request for extension in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

This guarantee shall be valid until 210 days from the date LOA and shall be extended, before the expiry of 210 days, if required, for a period up to 6 months from the date of completion of assignment by the Consultant.

Signature and Seal of the Guarantor _____

Name and Designation _____

Name of the Bank _____

Address _____

Date _____

In presence of

1. _____
(Name, Signature & Occupation)

2. _____
(Name, Signature & Occupation)

Appendices

Appendix-I: Technical Proposal

- Form 1: Letter of Proposal
- Form 2: Particulars of the Applicant
- Form 3: Statement of Legal Capacity
- Form 4: Power of Attorney
- Form 5: Financial Capacity of Applicant
- Form 6: Project Development Experience of applicant with respect to Power Generation Projects in India
- Form 7: Project Development Experience of applicant with respect to Solar Power Projects in India
- Form 8: Not used.
- Form 9: Brief Company Profile, local presence, Associates, Major clients and projects etc.
- Form 10: Approach Paper on methodology and work plan for performing the assignment.
- Form 11: Details of Renewable Energy Power Project for eligibility.
- Form 12A: Proposed composition of Team and Task(s) of Key Personnel
- Form 12B: CVs of proposed Key Personnel

Appendix – II: Financial Proposal

- Form 1: Covering Letter

APPENDIX-I

(See Clause 2.1.3)

Form-1

TECHNICAL PROPOSAL

Letter of Proposal

(On Applicant's letter head)

Dated:

The Chief Executive Officer,
Naya Raipur Development Authority (NRDA)
Raipur - 492001

Sub: Selection of Consultant for providing Transaction Advisory Services for selection of Developer for setting up of Solar Power Projects through Public Private Partnership in Naya Raipur

Dear Sir,

- 1 With reference to your RFP document dated *****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Project. The Proposal is unconditional and unqualified.
- 2 All information provided in the **Proposal** and in the Appendices is true and correct.
- 3 This statement is made for the express purpose of qualifying as a Bidder for undertaking the Project.
- 4 I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
- 5 I/ We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6 We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
- 7 I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including

any Addendum issued by the Authority.

- (b) I/ We do not have any conflict of interest in accordance the RFP document;
- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 8 I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
- 9 I/ We declare that we are not a Member of a/ any other firm submitting a Proposal for the Project.
- 10 I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 11 I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 12 I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
- 13 I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
- 14 I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever

otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof..

- 15 In the event of my/ our being declared as the successful Bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 16 I/We have studied all the Bidding Documents carefully and also surveyed the project site. We understand that except to the extent as expressly set forth in the Service Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.
- 17 The Consultancy Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Service Agreement.
- 18 I/We offer a Proposal Security of Rs. 2,00,000/-(Rupees Two Lakhs only) to the Authority in accordance with the RFP Document.
- 19 The Proposal Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.
- 20 I/We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Proposal is not opened.
- 21 I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Proposal Due Date specified in the RFP.
- 22 I/We agree and undertake to abide by all the terms and conditions of the RFP document.
In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature of the Authorised signatory)

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

APPENDIX-I

Form-2

Particulars of the Applicant

1. NAME OF THE FIRM :
2. REGISTERED OFFICE :
3. DATE OF INCORPORATION :
4. CONSTITUTION OF CONSULTANT FIRM : Partnership/Sole Proprietor/ Limited/Pvt. Ltd.
Company.
5. MAIN BUSINESS ACTIVITIES :
6. DETAILS OF MAIN BRANCHES :
7. FINANCIAL STATEMENT OF THE LAST THREE YEARS:
8. DETAILS OF CONTACT PERSONS

NAME :
DESIGNATION :
CONTACT TEL. NO. :
MOBILE NO. :
FAX NO. :
EMAIL ID :
POSTAL ADDRESS :

(Signature of Authorized signatory)

Note:

1. Figures mentioned in point no.7 above should be certified by a Chartered Accountant indicating his registration no. on his letter head. The certificate should be attached with the form.

APPENDIX-I

Form-3

Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

To

Chief Executive Officer

Naya Raipur Development Authority (NRDA)

In front of Mahanadi Dwar of Mantralaya,

Raipur 492 001, Chhattisgarh

Sub: Selection of Consultant for providing Transaction Advisory Services for selection of Developer for setting up of Solar Power Projects through Public Private Partnership in Naya Raipur

We have read and understood the RFP in respect of the captioned project provided to us by NRDA.

We hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of proposed agreement, draft of which also forms a part of the RFP document provided to us.

We are not barred by NRDA, Government of Chhattisgarh, Government of India or any agency of Government of Chhattisgarh / Government of India from participating in the consultancy assignment.

Dated this _____ Day of _____, 2010.

Name of the Consultant

Signature of the Authorized Person

Name of the Authorized Person

APPENDIX-I

Form-4

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY

Know all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. _____ (name and address of residence) 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 proposal for the **Selection of Consultant for providing Transaction Advisory Services for selection of Developer for setting up of Solar Power Projects through Public Private Partnership in Naya Raipur**, including signing and submission of all documents and providing information/ responses to Naya Raipur Development Authority ("NRDA"), representing us in all matters before NRDA in all matters in connection with our proposal 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.

(Signature)

(Name, Title and Address)

I Accept

_____ (Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s). Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Consultant.

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

APPENDIX-I

Form-5

Financial Capacity of the Applicant

(Refer Clause 2.2.2 (B))

Particulars	Rupees in Lakhs		
	2008-09	2009-10	2010-11
Annual income in Indian Rupees from the advisory/consultancy services from operations in India			

(Signature of Authorized signatory)

This is to certify that the above information has been examined by us on the basis of relevant documents & other relevant information and the information submitted above is as per record and as per details annexed.

Signature, Address, Seal & Membership No. of Chartered Accountant

B. DETAILS OF THE PROJECTS INDICATED IN “A” OF FORM-6

S. No.	Assignment particulars	Applicants to fill up the details here	Reference page no. of documentary evidence
1	Title of the Project & its sector		
2	Entity /Client for which the Project was developed		
3	Date of commencement of Consultancy Assignment		
4	Date of Completion of Consultancy Assignment		
5	Cost of the Project		
6	Detail of consultancy services provided (attach work order / agreement in support)		
7	Fees of Consultancy Assignment (attach work order / agreement in support)		
8	Brief narrative of project		
9	Date of execution of agreement between the client and the selected bidder for the project		
10	Name of the Concessionaire / Developer for the project		

Note –

1. Each assignment details be provided on separate sheet.
2. In the absence of any one of the above or any other documentary evidence in support of above claim to the satisfaction of AUTHORITY, the information would be considered inadequate and could lead to exclusion of relevant project in assessment of experience.
3. Documentary proof, such as certificate from client clearly indicating the date of signing of agreement or signed copies of the agreement, executed between the client and the concessionaire / developer, for each of the assignments shall be enclosed and the same shall be duly signed by the Authorised Signatory of the Bidder in blue inedible ink in each page

(Signature of Authorized signatory)

S. No.	Assignment particulars	Applicants to fill up the details here	Reference page no. of documentary evidence
1	Title of the Project & its sector		
2	Entity /Client for which the Project was developed		
3	Date of commencement of Consultancy Assignment		
4	Date of Completion of Consultancy Assignment		
5	Cost of the Project		
6	Detail of consultancy services provided (attach work order / agreement in support)		
7	Fees of Consultancy Assignment (attach work order / agreement in support)		
8	Brief narrative of project		
9	Date of execution of agreement between the client and the selected bidder for the project		
10	Name of the Concessionaire / Developer for the projec		

Note –

1. Each assignment details be provided on separate sheet.
2. In the absence of any one of the above or any other documentary evidence in support of above claim to the satisfaction of AUTHORITY, the information would be considered inadequate and could lead to exclusion of relevant project in assessment of experience.
3. Documentary proof, such as certificate from client clearly indicating the date of signing of agreement or signed copies of the agreement, executed between the client and the concessionaire / developer, for each of the assignments shall be enclosed and the same shall be duly signed by the Authorised Signatory of the Bidder in blue inedible ink in each page

(Signature of Authorized signatory)

APPENDIX-I

Form-8

Not Used

Form-9

Brief Company profile, local presence, major clients & projects etc.

APPENDIX-I

Form-10

Approach Paper on Methodology and Work Plan for Performing the Assignment

(not more than six pages)

APPENDIX-I

Form-11

Details of Renewable Energy Project for eligibility {reference invited to clause 2.2.2 A (ii)}

A firm should have successfully completed providing the following services for at least one project of power generation using **renewable energy**⁸ of **minimum capacity of 0.5 Mega Watt**, where construction started in India, within last seven years from date of publication of this RFP OR which have been commissioned / have started power generation on India in last 3 years from the date of publication of RFP. All of the following activities should have been executed by the firm in the same project to consider such projects eligible:

- Feasibility study,
- Preparation of bid documents and assist client in bid process management for selection of developer / contractor

A: SUMMARY

S. No.	Name of project developed in India	Project Cost in Rs. Crores	Period of involvement	
			From	To

(Signature of Authorized signatory)

This is to certify that the above capacity mentioned has been examined by me on the basis of relevant documents & other relevant information and the information submitted above is as per record and as per details annexed.

Signature, Address, Seal & Membership No. of Chartered Accountant

⁸ Renewable energy shall mean power generation from Wind power, Hydropower, Solar energy, Biomass, Biofuel, Geothermal Energy for the purpose of this RFP

B. DETAILS OF THE PROJECTS INDICATED IN “A” OF FORM-11

S. No.	Assignment particulars	Applicants to fill up the details here	Reference page no. of documentary evidence
1	Title of the Project & its sector		
2	Entity /Client for which the Project was developed		
3	Date of commencement of Consultancy Assignment		
4	Date of Completion of Consultancy Assignment		
5	Cost of the Project		
6	Detail of consultancy services provided (attach work order / agreement in support)		
7	Fees of Consultancy Assignment (attach work order / agreement in support)		
8	Brief narrative of project		
9	Date of execution of agreement between the client and the selected bidder for the project		
10	Name of the Concessionaire / Developer for the project		

Note –

1. Assignment details be provided on separate sheet.
2. In the absence of any one of the above or any other documentary evidence in support of above claim to the satisfaction of AUTHORITY, the information would be considered inadequate and could lead to exclusion of relevant project in assessment of experience.
3. Documentary proof, such as certificate from client clearly indicating the date of signing of agreement or signed copies of the agreement, between the authority and the concessionaire / developer, for each of the assignments shall be enclosed and the same shall be duly signed by the Authorised Signatory of the Bidder in blue inedible ink in each page

(Signature of Authorized signatory)

APPENDIX-I
Form-12A

Proposed composition of the Team and Task(s) of Key Personnel

S. No	Name	Present Designation	Number of years in payroll of the bidder	Minimum Qualification and Experience required (in Years)	Proposed Position	Task Assigned
1.				B.E/B.Tech (any discipline), MBA with minimum total experience of 8 years, out of which minimum 5 years of experience in providing PPP Transaction Advisory Services for developing projects in Power Sector	Team Leader	
2.				CA / MBA (finance) or equivalent with minimum 5 years of experience in financial modelling and analysis of power sector projects developed/ being developed through PPP in India	Finance Expert.	
3.				B.E/B.Tech (any discipline), with minimum 5 years of experience in Policy Advisory/ Tariff Fixation and other similar advisory services in Power Sector	Power Sector/ Policy & Regulatory Expert	

S. No	Name	Present Designation	Number of years in payroll of the bidder	Minimum Qualification and Experience required (in Years)	Proposed Position	Task Assigned
4.				Graduate in any discipline with minimum 5 years of experience in preparation of bid documents and managing bid processes for developing power sector projects through PPP in India	Procurement Expert	

Name & signature of the authorised signatory

APPENDIX-I

Form-12B

CURRICULUM VITAE (CV) OF PROPOSED KEY PERSONNELS

Proposed Position :
Name of Firm the personnel employed:
Name of Staff
Designation
Date of Birth :
Years with Firm/Entity : Nationality
Membership of Professional Societies.....
Detailed Task Assigned :

Key Qualifications: [Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education : [Summarize college/university and other specialized education of staff member, giving their names, dates attended, and degrees obtained. Use about one quarter of a page]

Note:-

Personnel is to affix his recent photograph on first page of CV.

Complete address and phone number of the Personnel is to be provided.

Document for proof of age is to be enclosed.

Document for proof of qualification is to be enclosed.

Age of the personnel shall not be more than 65 years.

Employment Record: [Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, name of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about three quarters of a page.]

Languages: [For English language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification

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

- (i) This CV correctly describes my qualifications and my experience.
- (ii) I am not employed by the Executing /Implementing Agency.
- (iii) I am / I am not in regular full-time employment with the Consultant or the Sub-Consultant. 3
- (iii) I am committed to undertake the assignment within the validity of Proposal.

Name & Signature Of the Key Personnel

Name & signature of the authorised signatory

Note: scanned signature of the Key Personnel proposed may be considered by the Authority

APPENDIX-II

Form-1

FINANCIAL PROPOSAL

Covering Letter (On Applicant's letter head)

[Location, Date]

FROM: [Name of Consultant]

.....
.....
.....
.....

To

The Chief Executive Officer
Naya Raipur Development Authority
In front of Mahanadi Dwar of Mantralaya,
Raipur 492 001, Chhattisgarh

Dear Sir,

Sub: Selection of Consultant for providing Transaction Advisory Services for selection of Developer for setting up of Solar Power Projects through PPP in Naya Raipur

We, the undersigned, offer to provide the consulting services for the above in accordance with your RFP. Our Financial Proposal for Project is for the sum of Rs..... (in lacs). (Amount in words and figure) this amount is inclusive of all taxes including service tax.

2. Our Financial Proposal shall be binding upon us subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the Proposal, i.e. (Date).

3. This financial proposal covers remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The Financial Proposal is without any condition.

4. We undertake that in competing for and, if the award is made to us, in executing the above consultancy services, we will strongly observe the laws against fraud and corruption to force in India namely "Prevention of Corruption Act 1988" We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address