

**Request for Proposal for Providing  
Transaction Advisory Services for  
Development of Kannur City Road Improvement  
Project under PPP (DBFOT Annuity) Arrangement**

**July 2021**

**Project Proponent**

**Kerala Road Fund Board**

TC 27/287, Sports Complex,  
Chandrasekharan Nair Stadium, Palayam  
Thiruvananthapuram

## **Disclaimer**

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers or consultants, is provided to Bidders 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 or an offer by the Authority to the prospective Bidders 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 Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers or consultants 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 Bidder 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 Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The 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 and consultants make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP 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 Bidder 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 a Bidder or to appoint the selected Bidder, as the case may be, for the Advisory Services and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

# Invitation for Proposal

## 1. INTRODUCTION

### 1.1 Background

- 1.1.1 The existing road system in Kannur city is inadequate for carrying high volume of traffic and as a result severe traffic congestion causes havoc within the city area. The rapid increase in the number of vehicles with no change in road capacity, lack of sufficient parking space, inadequate drain etc. have resulted in chaotic traffic condition in city roads.
- 1.1.2 In view of the above Government of Kerala decided to improve and upgrade important road corridors in Kannur City. Government sanctioned the program “Kannur City Road Improvement Project” (KACRIP) to be implemented through Kerala Road Fund Board (KRFB).
- 1.1.3 The proposal is for development of 11 corridors for a length of 44.065 Kms., at an estimated initial construction cost of Rs. 401.467 crores. The road development is planned including land acquisition. The summary of the project proposal are as given below:-

Corridor No.	Name of Corridor	Length	Current RoW	Proposed RoW
1	Manna Junction - New NH Bypass (NH-66)	9.325 Km	12 -16 M	22m (Bus bay 26 m - 30 m)
2	Chalad – Kurinjipalli	4.70 Km	6 - 8 M	14m (Bus bay 18 m - 22 m)
3	Podikundu - Kottooli Road	1.44 Km	7 - 8 M	
4	Mini Bypass Road	7.04 Km	7 - 10 M	
5	Kakkad - Mundayad Road	2.81 Km	6 - 8 M	
7	Plaza Junction - JTS Road	6.45 Km	7 - 9 M	
8	Thayyil - Thezhukkila Peedika	2.18 Km	6 - 8 M	14m (Bus bay 18 m)
12	Kunjipalli - Pulluppi Road	1.65 Km	7.7 - 9.5 M	

- 1.1.4 The project is proposed to be implemented on a PPP mode as Design Built Finance Operate and Transfer (DBFOT) project without tolling and on annuity model. In this model of project implementation, the concessionaire selected will raise necessary funds for implementing the project. The concessionaire will build the roads as per the prescribed standards and quality with the construction period and Operate and Maintenance the roads during the concession period and transfer the

project facilities back after the concession period. The payment of cost of initial construction and the Operation & Maintenance cost will be made to the concessionaire as annuities, which will commence after only 6 months of completion of the construction works. The estimated initial cost of civil construction of the 11 roads coming under KACRIP is Rs. 401.467 crores including the cost of shifting of utilities.

- 1.1.5 For the aforesaid project, the services of a Transaction Advisor (TA) is essential to assist KRFB, to workout the detailed financial analysis for the project, structure the project in a suitable PPP format, to prepare the RFQ and RFP documents (Bid documents), undertake the bid marketing i.e., market the project at various levels and forums, undertake the entire bid process management including assistance in evaluating the proposals received and in the final evaluation of the bids and to prepare the concession documents etc. (the “**Project**”).
- 1.1.6 KRFB (herein after referred as ‘Authority’) to act as the project proponent for development and implementation of the Project.

## **1.2 Request for Proposal**

The Authority now invites proposals (the “**Proposal**” or “**Bid**”) from the eligible transaction advisory firms (the “**Bidders**”) for “Providing Transaction Advisory Services for Kannur City Road Improvement Project” (the “**Consultancy**”).

## **1.3 Due diligence by Bidders**

Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and 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 RFP Document**

RFP document can be downloaded from the website [www.krfb.org](http://www.krfb.org). The Bidders should submit a DD for Rs. 10,000/- drawn on any Scheduled/Nationalized Bank in India in favour of Kerala Road Fund Board and payable at Thiruvananthapuram, towards cost of bid document, along with their Proposal.

## **1.5 Validity of the Proposal**

The Proposals shall be valid for a period of not less than 90 days from the Proposal Due Date (the “**PDD**”).

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

The Authority has decided to adopt two stage selection process (the “**Selection**

**Process”).**

In the first stage, Technical Proposal of the Bidders meeting the eligibility criteria will be opened and evaluated as per the criteria mentioned under Section 3 of this RFP.

During the second stage, Financial Proposals of technically qualified Bidders will be opened and evaluated as per the criteria mentioned under Section 3 of this RFP.

The Bidder securing the highest combined score will be selected for award of the assignment (the ‘**Transaction Advisor (TA)**’).

## **1.7 Payment**

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

## **1.8 Schedule of Selection Process**

<b>Event Description</b>	<b>Date</b>
1. Last date for receiving queries/clarifications	15 <sup>th</sup> August
2. Pre-Proposal Conference	17 <sup>th</sup> August
3. Authority response to queries	18 <sup>th</sup> August
4. Proposal Due Date or PDD	28 <sup>th</sup> August
5. Opening of Proposals	28 <sup>th</sup> August
6. Validity of Bids	90 days after PDD

## **1.9 Pre-Proposal visit and inspection of data**

Bidders may visit the office of the Authority and the Project site at any time prior to PDD. For this purpose, they will provide at least two days’ notice to the nodal officer specified below:

**Chief Executive Officer,**  
Kerala Road Fund Board,  
TC 27/287, Sports Complex,  
Chandrasekharan Nair Stadium, Palayam  
Thiruvananthapuram  
Phone: + 91 471 2726080  
Fax No. + 91 471 2726080  
E mail id : info@krfb.org

## **1.10 Pre-Proposal Conference**

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

Date: 17.08.2021

Time: 11.00 AM

Venue: Conference Hall, Corporate Office, Kerala Road Fund Board, TC 27/287,  
Sports Complex, Chandrasekharan Nair Stadium, Palayam, Thiruvananthapuram

### **1.11 Communications**

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

**Chief Executive Officer,**  
Kerala Road Fund Board,  
TC 27/287, Sports Complex,  
Chandrasekharan Nair Stadium, Palayam  
Thiruvananthapuram  
Phone: + 91 471 2726080  
Fax No. + 91 471 2726080  
E mail id : info@krfb.org

1.11.2 The **Official Website** of the Authority is [www.krfb.org](http://www.krfb.org)

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

“RFP FOR SELECTION OF TRANSACTION ADVISOR FOR KANNUR CITY  
ROAD IMPROVEMENT PROJECT”

## **2. INSTRUCTIONS TO BIDDERS**

### **A. GENERAL**

#### **2.1 Scope of Proposal**

2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to these transaction advisory services are specified in this RFP. In case a bidding firm possesses the requisite experience and capabilities required for undertaking the service, it shall participate in the Selection Process as sole firm only in response to this invitation. Consortium or sub-consultancy is not permitted. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.2 Bidders are advised that the selection of TA shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Bidders 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 Bidder shall submit its Proposal in the form and manner specified in this Section of the 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 Bidder shall be required to enter into an agreement with the Authority.

- 2.1.4 The Bidder shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its Annual Income/Revenue during each of the past three financial years.
- 2.1.5 The Bidder should submit a Power of Attorney as per the format at Form - 4 of Appendix-I; provided, however, such Power of Attorney would not be required if the Bid is signed by a Partner or Director (on the Board of Directors) of the Bidder.
- 2.1.6 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.1.7 The Bidder should have, during the last five years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.
- 2.1.8 While submitting a Proposal, the Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Bidders may format the specified forms making due provision for incorporation of the requested information.

## 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:
  - (A) **Technical Capacity:** The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken Transaction Advisory for a minimum of 3 (three) PPP Projects in the infrastructure sector of which atleast one should be in the Roads sector.
  - (B) **Financial Capacity:** The annual turnover of the Applicant from its operations in India during each of the three financial years



preceding the PDD should be more than Rs 10 crores.

- (C) **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Clause 6.1 of the Terms of Reference attached herewith.

### 2.3 Conflict of Interest

- 2.3.1 A Bidder shall not have a conflict of interest that may affect the Selection Process or the Transaction Advisory Services (the “**Conflict of Interest**”). Any Bidder found to have a Conflict of Interest shall be disqualified.
- 2.3.2 The Authority requires that the TA provides professional, objective, and impartial advice and at all times hold the Authority’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The TA shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 2.3.3 A Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- (a) the Bidder or Associates (or any constituent thereof) and any other Bidder or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder or Associate, as the case may be) in the other Bidder or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to Sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (e) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Bid of either or each of the other Bidder; or
- (f) there is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the TA will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the TA shall not take up any assignment that by its nature will result in conflict with the present assignment; or a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (g) the Bidder or Associate (or any constituent thereof), and the Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder or Associate, as the case may be,) in the Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act 1956. For the purposes of this Sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of Sub-clause (a) above.  
For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder, or is

deemed or published as an “Associate Office”; or has a formal arrangement such as tie up for client referral or technology sharing, joint venture with the Bidder (the “Associate”); provided, however, that if the Bidder has any formal arrangement such as consortium membership in a consortium of advisers/ consultants for a particular assignment/ project, not being this project, with any other person, then such other person shall not be treated to be an Associate of the Bidder solely due to the reason of forming such consortium. As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

- 2.3.4 A Bidder eventually appointed to provide Consultancy for this Project, its Associates, affiliates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) years from the completion of this assignment or to any consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the TA shall include a partner in the TA’s firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the TA, as the case may be, and any Associate thereof. For the avoidance of doubt, in the event that: (a) the Key Person of an Bidder/ TA was a partner or an employee of another firm, which attracts the provisions relating to Conflict of Interest hereunder; and (b) was directly or indirectly associated with any assignment that causes a Conflict of Interest hereunder, then such Key Person shall be deemed to suffer from Conflict of Interest for the purpose hereof.

### **2.3.5 Number of Proposals**

No Bidder shall submit more than one Proposal. A Bidder shall not be entitled to submit another Proposal.

### **2.4 Cost of Proposal**

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process

including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## **2.5 Acknowledgement by Bidder**

2.5.1 It shall be deemed that by submitting the Proposal, the Bidder has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority;
- (d) satisfied itself about all matters, things and information necessary and required for submitting an informed Bid and performance of all of its obligations thereunder;
- (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.

2.5.2. The Authority shall not be liable for any omission, mistake or error 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.

## **2.6 Right to reject any or all Proposals**

2.6.1 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 therefore.

2.6.2 Without prejudice to the generality of Clause 2.7.1, the Authority reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

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

## **B. DOCUMENTS**

## 2.7 Contents of the RFP

2.7.1 This RFP including any Addendum / Amendment issued:

### Request for Proposal

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

### Schedules

1. Terms of Reference
2. Appendix -1 : Technical Proposal

Form 1: Letter of Proposal

Form 2: Particulars of the Bidder

Form 3: Statement of Legal Capacity

Form 4: Power of Attorney

Form 5: Financial Capacity of the Bidder

Form 6: Details of Relevant Experience

Form 7: Description of Approach & Methodology & Work Plan for performing the Assignment.

Form 8: Work Schedule

Form 9: Particulars of Key Personnel

Form 10: Curriculum Vitae of Key Personnel

3. Appendix -2 : Financial Proposal

Form 1: Covering Letter

Form 2: Financial Proposal

## 2.8 Clarifications

2.8.1 Bidders 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 for Selection Of Transaction Advisor for Kannur City Road Improvement Project.

The Authority shall endeavour to respond to the queries within the period specified. 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 Bidders who have purchased the RFP document without

identifying the source of queries.

- 2.8.2 The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause shall be construed as obliging the Authority to respond to any question or to provide any clarification.

## **2.9 Amendment of RFP**

- 2.9.1 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 Bidder, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website and by conveying the same to the prospective Bidders (who have purchased the RFP document) by fax or e-mail.
- 2.9.2 All such amendments will be notified in writing through fax or e-mail to all Bidders who have purchased the RFP document. The amendments will also be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Bidders.
- 2.9.3 In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the PDD.

## **C. PREPARATION AND SUBMISSION OF PROPOSAL**

### **2.10 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 all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

### **2.11 Format and signing of Proposal**

- 2.11.1 The Bidder 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.
- 2.11.2 The Bidder shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked “ORIGINAL”. In addition, the Bidder shall submit 1 (one) copy of the Proposal, along with Documents, marked “COPY”. In the event

of any discrepancy between the original and its copies, the original shall prevail.

2.11.3 The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. 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 by the authorised representative (the “**Authorised Representative**”) as detailed below:

- by the proprietor, in case of a proprietary firm; or
- by a partner, in case of a partnership firm and/or a limited liability partnership; or
- by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a Corporation; A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal.

2.11.4 Bidders should note the PDD, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, 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 PDD. Bidders 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.

## **2.12 Technical Proposal**

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

2.12.2 While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:

- a. all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- b. supporting documents such as work orders / agreements / completion certificates for similar assignments should be enclosed.
- c. CVs of all Key Personnel signed by them and counter signed by the authorized signatory have been included;
- d. Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down in TOR of the RFP;
- e. no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;

- f. the CVs have been recently signed and dated, in blue ink by the respective Key Personnel and by the Authorised Signatory. **Photocopy or unsigned CVs shall be rejected;**
- g. the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- h. Key Personnel proposed should have good working knowledge of English language;
- i. no Key Personnel should have attained the age of 60 years at the time of submitting the proposal; and
- j. the proposal is responsive in terms of Clause 2.19.3.

2.12.3 Failure to comply with the requirements spelt out in this Clause 2.13 shall make the Proposal liable to be rejected.

2.12.4 If a Key Personnel makes a false averment regarding his qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of the Authority for a period of 3 (three) years. The award of this Consultancy to the Bidder may also be liable to cancellation in such an event.

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

2.12.6 The proposed team shall include experts and specialists (the “**Professional Personnel**”) in their respective areas, such that the TA should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in TOR shall be included in the proposed team of Professional Personnel. The team shall comprise other competent and experienced professional personnel in the relevant areas of expertise (where applicable) as required for successful completion of this Consultancy. The CV of each such professional personnel, if any, should also be submitted in the format at Form-9 of Appendix-I.

2.12.7 The Authority reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.12.8 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 Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the TA either by issue of the LOA or entering into of the Agreement, and if the



Selected Bidder 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 Selected Bidder or TA, as the case may be.

### **2.13 Financial Proposal**

2.13.1 Bidders shall submit the financial proposal in the formats at Appendix-II (the “**Financial Proposal**”) clearly indicating the total cost of the Consultancy Form-2 of Appendix II) in both figures and words, in Indian Rupees, and signed by the Bidder’s Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.

2.13.2 While submitting the Financial Proposal, the Bidder shall ensure the following:

- (a) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, in head office etc), accommodation, air fare, equipment, printing of documents, communications, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, 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.
- (b) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes (excluding service tax) shall be deemed to be included in the costs shown in the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- (c) All figures in the Financial Proposal shall be expressed in INR.

### **2.14 Submission of Proposal**

2.14.1 The Bidders shall submit the Proposal with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorised Representative of the Bidder as per the terms of this RFP. In case the Proposal is submitted on the document downloaded from Official Website, the Bidder shall be responsible for its accuracy and correctness as per the version uploaded 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 later shall prevail.

- 2.14.2 The Proposals will be sealed in an outer envelope which will bear the address of the Authority, Consultancy name as indicated at Clause 1.11.1 and 1.11.3 and the name and address of the Bidder. It shall bear on top, the following:

**“Do not open, except in presence of the Authorised Person 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 and consequent losses, if any, suffered by the Bidder.

- 2.14.3 The aforesaid outer envelope shall contain three separate sealed envelopes, clearly marked “cost of bid document” in the form of DD, ‘Technical Proposal’ and ‘Financial Proposal’.

The envelope marked “Technical Proposal” shall contain the documents in the prescribed formats in Appendix-I and supporting documents.

The envelope marked “Financial Proposal” shall contain the financial proposal in the prescribed format (Forms 1 & 2 of Appendix-II).

- 2.14.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Bidder. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.

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

- 2.14.6 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. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.

- 2.14.7 The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations.

## **2.15 Proposal Due Date**

- 2.15.1 Proposal should be submitted before 15.00 hrs on the PDD specified at Clause 1.8 at the address provided in Clause 1.11 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

- 2.15.2 The Authority may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

**2.16 Late Proposals**

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

**2.17 Modification/ substitution/ withdrawal of Proposals**

2.17.1 The Bidder may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to PDD. No Proposal shall be modified, substituted, or withdrawn by the Bidder on or after the PDD.

2.17.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

2.17.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by the Authority, shall be disregarded.

**2.18 Performance Security**

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 Performance Security, if available, shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
- (b) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
- (c) if the selected Applicant commits a breach of the Agreement.

**D. EVALUATION PROCESS****2.19 Evaluation of Proposals**

2.19.1 The Authority shall open the Proposals at 16.00 hrs on the PDD, at the office of the Chief Executive Officer, as specified in Clause 1.11.1 and in the presence of the Bidders who choose to attend. The envelopes marked “Technical Proposal” shall be opened first. The envelope marked “Financial Proposal” shall be kept sealed for opening at a later date.

2.19.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.18 shall not be opened.

- 2.19.3 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) the Proposal is received in the forms specified at Appendix-I; along with cost of bid document if not submitted earlier during purchase of RFP.
  - (b) it is received by the PDD including any extension thereof pursuant to Clause 2.16;
  - (c) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.12 and 2.16;
  - (d) it is accompanied by the Power of Attorney as specified in Clause 2.1.5;
  - (e) it contains all the information (complete in all respects) as requested in the RFP;
  - (f) it does not contain any condition or qualification; and
  - (g) it is not non-responsive in terms hereof.
- 2.19.4 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 2.19.5 The “Technical Proposal” will be first evaluated in accordance with Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.
- 2.19.6 After the technical evaluation, the Authority shall prepare a list of qualified Bidders who score 75 points or more, for opening of their Financial Proposals. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of qualified Bidders along with their technical scores will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Selection Process specified in Clause 1.6 and Section 3 of this RFP.
- 2.19.7 Bidders are advised that selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection process or selection.
- 2.19.8 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 Bidder if the Consultancy is subsequently awarded to it.

## **2.20 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders 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 matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall 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 to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

## **2.21 Clarifications**

- 2.21.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder 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.
- 2.21.2 If a Bidder does not provide clarifications sought 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 Bidder shall be barred from subsequently questioning such interpretation of the Authority.

## **E. APPOINTMENT OF TA**

### **2.22 Negotiations**

- 2.22.1 The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally not be limited to reducing the price of the Proposal, but will also be for re-confirming the obligations of the TA under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. In case the Selected Bidder fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Bidder as the Selected Bidder and invite it for negotiations.
- 2.22.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Bidder to the satisfaction of the Authority.

### **2.23 Substitution of Key Personnel**

- 2.23.1 The Authority will not normally consider any request of the Selected Bidder for substitution of the Key Personnel as the ranking of the Bidder is based on the evaluation of the Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted in exceptional circumstances 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.
- 2.23.2 The Authority expects the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of the Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
- 2.23.3 Notwithstanding Clauses 2.24.1 and 2.24.2, Bidders should specifically note that substitution of the Key Personnel will not normally be considered during the implementation of the Agreement and may lead to disqualification of the Bidder or termination of the Agreement. Bidders are expected to propose only such Key Personnel who will be in a position to commit the time required for and be available for delivering the Consultancy in accordance with the Key Dates specified herein and in the Agreement.

#### **2.24 Indemnity**

The TA shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount equal to the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

#### **2.25 Award of Consultancy**

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Bidder may be considered.

#### **2.26 Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within two weeks.

#### **2.27 Commencement of Assignment**

The TA shall commence the Consultancy within seven days of the date of the

Agreement, or such other date as may be mutually agreed. If the TA fails to either sign the Agreement or commence the assignment as specified herein, the Authority may invite the second ranked Bidder for negotiations. In such an event, the LOA or the Agreement, as the case may be cancelled /terminated.

## 2.28 Proprietary data

All documents and other information provided by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders and the TA, 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, analyzed, processed or in whatever manner provided by the TA 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 Bidder's relevant experience, its understanding of TOR, proposed methodology and Work Plan, and the qualification & experience of Key Personnel. Only those Bidders whose Technical Proposals score 75 points or more, out of 100 shall be ranked as per score achieved by them, from highest to the lowest technical score ( $S_T$ ).

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

I.	Relevant experience (Transaction Advisory for at least 3 PPP projects in Infrastructure, of which at least one shall be in Roads sector during the past five years i.e. after 1.1.2016)	20
II.	Proposed Approach, Methodology & Work Plan	30
III.	Key Professional Staff & Qualifications	
	✓ Team Leader & Procurement expert	25
	✓ Financial Expert	15
	✓ Legal Expert	10

The number of points to be assigned for each of the above position shall be determined based on the following criteria:

i.	General qualifications	30%
ii.	Adequacy of relevant experience	60%
iii.	Experience in region	10%

The minimum Technical Score required for qualifying for opening of Financial

Proposal is 75 points.

### 3.2 **Short listing of Bidders**

The bidders securing 75 points or more in the Technical Proposal will be short-listed for opening of Financial Proposal.

### 3.3 **Evaluation of Financial Proposal**

3.3.1 In the second stage, the financial proposal 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 TA to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the TA. The financial scores of other proposals will be computed as follows:

$S_f = 100 \times F_m / F$ , where  $S_f$  is the financial score,  $F_m$  is the lowest price;  $F$  is the price of the proposal under consideration.

### 3.4 **Combined and Final Evaluation**

3.4.1 The total score shall be obtained by weighting the quality and cost scores and adding them. The proposed weightings for quality is 75 Points and cost shall be 25 Points. The firm obtaining the highest total score shall be invited for negotiations. If 'T' is the total marks scored in Technical Proposal, and 'F' is the marks scored for the Financial Proposal. The final weighted score will be:  $0.75 * T + 0.25 * F$ .

3.4.2 The Selected Bidder shall be the Bidder having the highest combined score. The second highest Bidder shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Bidder withdraws, or fails to comply with the requirements specified in Clauses 2.21, 2.25, 2.26 and 2.28, as the case may be.

## 4. **FRAUD AND CORRUPT PRACTICES**

4.1 The Bidders 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



Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (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 Performance Security, if available, 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 Bidder’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 Bidder or TA, 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 Bidder or TA 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 Bidder or TA, 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 therefrom, 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) save as provided herein, 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 Bidders 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 Bidders shall be convened at the designated date, time and place. Only those Bidders, who have purchased the RFP document or downloaded the same from the official website of the Authority, shall be allowed to participate in the Pre-Proposal conference. A maximum of two representatives of each Bidder shall be allowed to participate on production of an authority letter from the Bidder.
- 5.2 During the course of Pre-Proposal Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor 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 Thiruvananthapuram 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 Bidder 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 Bidder; 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 Bidder.
- 6.3 It shall be deemed that by submitting the Proposal, the Bidder 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.
- 6.4 All documents and other information supplied by the Authority or submitted by a Bidder shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- 6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record

## SCHEDULES

## TERMS OF REFERENCE

### 1. SCOPE OF SERVICES

1.1 The scope of services of the selected transaction advisory firm (the “**Transaction Advisory (TA)**”) shall include:

#### 1.1.1 Project Kick-off Meeting and Collection of Data/Details/Information

Meeting to be convened with the officials of KRFB for detailed discussions on the proposed project. During the meeting information with regard to expectations of KRFB and Government of Kerala including the key requirements for Project is to be gathered. Any Project Report (s) prepared by technical consultant and other relevant documents, reports, information and data, if any, would be shared with the TA.

#### 1.1.2 Study of Project Report

The Project Reports shall be studied in order to understand the key features proposed by technical consultants including design parameters, technical specifications, performance standards and O&M requirements and estimated cost for suitable incorporation in the financial analysis and contract/bid documents of the Project.

#### 1.1.3 Financial Viability Analysis

- 1) Evaluation of the strategic objectives of the Authority in relation to the Project and advising on the commercial and capital structuring, especially with reference to Applicable Laws.
- 2) Collection, compilation and analysis of relevant financial data relating to all costs and revenues.
  - a. The Consultant shall, based on available information, compile and analyze the financial and commercial data relating to the Project and prepare a revenue and expenditure statement, on commercial accounting principles, for three financial years preceding the consultancy. The expenditure statement shall include expenses on staff, material, contractual payments, etc.

- 3) Review of cost estimates contained in the Detailed Project Report:
  - a. Detailed Project Report, along with the Concession Agreement will indicate the nature and extent of infrastructure, facilities and services to be provided by the Concessionaire. The Consultant shall review and comment on the cost estimates contained in the Detailed Project Report. He shall ensure that appropriate provisions have been made for physical and price contingencies, financing costs, interest during construction, etc. The Consultant shall also make a broad assessment of O&M expenses to be incurred by the Concessionaire during the entire Concession period based on standards and specifications laid down in the Manual.
- 4) Assisting the Authority in identification of project risks and in allocation of the same in an efficient and economic manner.
  - a. The Consultant shall also identify and quantify the estimated financial impact of the Project on the resources of the State Government.
- 5) Assisting the authority in appraising the project:
  - a. Based on the parameters specified in the draft Bid Documents as well as the Financial Model, the Consultant shall prepare an Appraisal Report for the Project outlining the salient features of the Project, its financial viability and its social and economic benefits. The Consultant shall work out the financial viability of the Project with a view to estimating the likely IRR over a concession period of 13 (Thirteen) years, 15 (fifteen) years, 20 (twenty) years, and 25 (twenty five) years.
  - b. The Consultant shall review the Detailed Project Report and the draft Concession Agreement to estimate the capital costs, O&M costs etc. and prepare a financial appraisal report for the Project (the “Appraisal Report”).
  - c. The consultant shall prepare a sensitivity analysis along financial model with various test cases to explore the most optimum annuity range with a view to curtail the capital outlay of the exchequer.

#### **1.1.4 Project Structuring for Implementation under suitable BOT mode**

Different implementation options shall be analyzed based on the viability and sensitivity analysis. A project implementation structure with key parameters like implementation period, phasing of investment, capital structuring including sources of funds, concession period, bid & performance security, bid parameter, schedule, partial commissioning, amount of annuity payable to the developer, schedule thereof shall be discussed and finalized based on the financial viability of the Project. Technical and financial eligibility criteria for selection of developer shall be discussed with KRFB and decided based on the Project features, implementation

period and cost etc.

#### **1.1.5 Preparation of RFQ document**

A Draft Press Notification (Advertisement) and RFQ document comprising key project features, qualification criteria with respect to technical & financial capabilities, instructions to applicants, requirement of composition of consortium, due date of submission, formats for submission of application etc. shall be prepared in line with the standard documents of Central & State Government and would be discussed with KRFB. After finalization, the same shall be published for inviting applications.

#### **1.1.6 Project Marketing and Pre-qualification**

After press notification of RFQ and uploading document, a multi pronged marketing strategy shall be drawn for positioning the Project among the prospective developers, for their active participation. The various activities that would be undertaken include:

- a. Circulating the project features among the exhaustive list of prospective developers, for widespread marketing of the Project.
- b. To have one-to-one meetings with the firms, who show/express interest in the Project.
- c. If required, conducting pre-application meeting with the prospective applicants.
- d. Follow-up with the potential applicants, who interacted during the process, till they submit their applications.

A techno-commercial evaluations of the applications received in response to the press notification and against the RFQ document before the stipulated due date, shall be done as against the minimum qualification criteria and a list of pre-qualified bidders shall be prepared and submitted for approval. If required, presentation shall be made before the evaluation committee/competent authority in this regard. After approval, the pre-qualified bidders shall be intimated appropriately.

#### **1.1.7 Preparation of Request for Proposal (RFP) document**

The RFP document shall be prepared in line with the standard documents of Central and State government to invite financial bids from pre-qualified bidders. The RFP shall consist of Instructions to Bidders, Project Information Memorandum, Technical Specifications, Performance Parameters, O&M

Standards, and Formats for submission and draft concession (annuity) agreement.

**1.1.8 Issue of RFP Documents, Conducting Pre-bid Conference and providing Clarifications on Bidders' queries**

RFP Document shall be issued to all the pre-qualified bidders. A pre-bid conference with the pre-qualified bidders shall be held and a presentation on the Project and bidding process shall be made to the bidders. Queries of the bidders shall be duly addressed and clarified. In pursuant to the pre-bid conference, if necessary, addenda to the RFP document shall be issued.

**1.1.9 Evaluation of Bids and Recommendation on Preferred Bidder**

The bids received shall be evaluated in order to check the responsiveness with the requirements like submission of required documents as per the required formats, bid validity, bid security, composition of consortium, authorization of signatory etc. The bidder, whose bid is adjudged to be responsive and who submits the most competitive financial quote, shall be recommended as the preferred bidder for approval of the competent authority. If required, presentation shall be made before the evaluation committee/competent authority in this regard.

**1.1.10 Preparation of draft Letter of Award (LoA) for issue to the Preferred Bidder**

Upon approval of bid and preferred bidder by the competent authority, draft Letter of Award shall be submitted to KRFB for approval and issue.

**1.1.11 Facilitation in pre-agreement compliances by the Preferred Bidder, finalization of draft Concession Agreement, Support agreement and facilitation in execution of Concession Agreement**

Necessary facilitation shall be provided for pre-agreement compliances by the preferred bidder and signing of concession agreement. The final draft of the concession agreement shall be submitted for approval and execution. The consultants shall also submit draft of the support agreement between PWD and KRFB.

**1.1.12 Evaluation of documents pertaining to achievement of financial closure by the concessionaire.**

The Transaction Advisor shall evaluate all the documents submitted by the concessionaire in support of their claim in having achieved Financial Closure and ensure that the documents are true and concessionaire have achieved Financial Closure. They shall recommend to KRFB to accept the same and issue Letter of Commencement for starting construction works by the concessionaire.

**2. Scope not exhaustive**



The Scope of Services specified in this Clause are not exhaustive and the TA shall undertake such other tasks as may be necessary to structure the Project appropriately, appraise the Project financially, prepare the Revenue Model and successfully complete the bid process for the Project.

### **3. DELIVERABLES**

In pursuance of this TOR, the TA shall undertake/deliver the following deliverables during the course of this Consultancy (the ‘**Reports**’). Each deliverable shall include an executive summary, analysis, assumptions, results of computations, tables, charts, recommendations, and such other contents that generally comprise deliverables for similar consultancy work by way of best practices. 5 hard copies and 1 soft copy of all the Reports mentioned herein below shall be submitted to the Authority. The deliverables shall include:

#### **A. Inception Report**

On commencement of the Consultancy, the TA shall prepare and submit an Inception Report (the “**Inception Report**”). The Inception Report shall be a further elaboration of the TA’s submissions towards understanding of the RFP, the methodology to be followed and Work Plan, etc.

#### **B. Report on Financial Viability Analysis and appropriate Project Implementation Option & Structure**

#### **C. Financial Model**

#### **D. Draft RFQ & RFP documents**

#### **E. Draft Agreements to be executed with concessionaire & others**

#### **F. Bid Evaluation Report**

#### **G. Evaluation Report on the Financial Closure achieved by Concessionaire**

### **4. TIME AND PAYMENT SCHEDULE**

4.1 Subject to the provisions of Clause 10 of the TOR, the total duration for the Scope of Services shall be four (4) months, excluding the time taken by the Authority in providing the requisite documents or in conveying its comments and approval on the deliverables. The TA shall deploy the Key Personnel as per the deployment of manpower proposed.

4.2 The schedule for completing the deliverables shall be determined by the maximum number of days/ weeks from the date of signing of the Agreement (Effective Date) Time schedule for the deliverables of the Consultancy and the payment schedule linked to the specified deliverables are given below:

SN.	Deliverables/Milestones	Timelines from effective date of Agreement (Cumulative)	Payment % of total fee
1	Financial Viability Analysis, Project Implementation Structure & Financial Model	3 Weeks	20%
2	Preparation and submission of bid documents including RFQ, RFP & Draft Concession Agreement, Support agreement	4 Weeks	20%
3	Receipt of Bids and Submission of Bid Evaluation Report recommending the selected bidder	2 months from the date of approval of the Bid documents and concession agreement by the Govt.	20%
4	Signing of Concession Agreement	0.5 month from the date of issue of LOA	30%
5	On achievement of Financial Closure by the concessionaire	-	10%

The timelines excludes time taken by the Authority in providing comments and approvals on deliverables.

- 4.3 Payment shall be made in respect of each milestone/deliverable upon completion thereof.

## 5. MEETINGS

- 5.1 The Authority may review with the TA, any or all of the documents and advice forming part of the Consultancy, in meetings, presentations and conferences which will be held at the Authority's office. Further, the TA may be required to attend meetings and conferences with pre-qualified bidders or the preferred bidder.
- 5.2 The Authority may, in its discretion, require the TA to participate in extended meetings and/ or work from the offices of the Authority and the TA shall, on a best endeavor basis and without unreasonable delay, provide such services at the offices of the Authority.

## 6. CONSULTANCY TEAM

- 6.1 The TA shall form a team (the "Consultancy Team") for undertaking this assignment. The Consultancy Team shall consist of experts who have the requisite qualifications and experience. The following key personnel (the "Key Personnel")

whose experience and responsibilities are briefly described herein would be considered for evaluation of the Technical Proposal. Other expertise as required for the services to be rendered by the TA shall be included in the Consultancy Team either through the Key Personnel specified below or through other Professional Personnel, as necessary.

#### **Team Leader cum Procurement expert**

Educational Qualifications	Masters in Engineering/ Planning/ Business Administration or equivalent
Essential Experience	Should have overall experience of minimum 15 years in development of infrastructure projects, out of which minimum 5 years should be in transaction advisory for PPP projects and minimum 3 years as procurement specialist in similar projects and has handled bid process management including preparation of RFQ and RFP, bid marketing.
Job responsibilities	Bid process management including preparation of RFQ and RFP, project marketing, bid evaluation, assessment of project risks etc. Will lead, co-ordinate and supervise the consultancy team for delivering the services in a timely manner.

#### **Financial Expert**

Educational Qualifications	MBA (Finance) or CA or equivalent
Essential Experience	Should have minimum 10 years of experience in financial analysis/appraisal of infrastructure projects, out of which 5 years of minimum experience in PPP projects.
Job responsibilities	Will be responsible for preparation of Financial Model and Financial appraisal of the project, preparation of Bid documents and techno-commercial evaluation of applications and bids

#### **Legal Expert**

Educational Qualifications	Graduate in Law
Essential Experience	Should have minimum 10 years of experience in legislation review, legal documentation/vetting, providing legal advice etc for development of infrastructure projects, out which minimum three years in PPP projects.

Job responsibilities	Will be responsible for review of existing legislation, preparation and legal vetting of Bid documents including Draft Concession Agreement, Support agreements and provide inputs with respect to all legal issues of transaction advisory.
----------------------	--

6.2 The TA shall mobilize and demobilize its Professional Personnel and Support Personnel with the concurrence of the Authority.

**7. REPORTING**

7.1 The TA will work closely with the Authority and its technical consultants. A designated project officer (the “**Nodal Officer**”) of the Authority will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the TA’s outputs, facilitating discussions, and ensuring required reactions and responses to the TA.

7.2 The TA shall prepare papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the Authority.

7.3 The Deliverables will be submitted as per schedule provided in this RFP.

**8. DOCUMENTS TO BE MADE AVAILABLE BY THE AUTHORITY**

Available data as may be required by the TA will be provided by the Authority on request. The Nodal Officer designated by the Authority shall facilitate handing over of such information to the TA.

**9. COMPLETION OF SERVICES**

The documents comprising the deliverables shall remain the property of the Authority and shall not be used by the TA for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy shall stand completed on acceptance by the Authority of all the deliverables of the TA. Unless completed earlier, the Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the final deliverable unless the Authority, within such 60 (sixty) day period, gives written notice to the TA specifying in detail, the deficiencies in the Services. The TA shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Consultancy shall in any case be deemed to be completed upon expiry of one (1) year from the Effective Date, unless

extended by mutual consent of the Authority and the TA.

## APPENDICES

APPENDIX-I

**TECHNICAL PROPOSAL**

Form-1

**Letter of Proposal**

(On Bidder's letter head)

(Date and Reference)

To,

Sub: Appointment of TA for Transaction Advisory Services for Kannur City Road Improvement Project.

Dear Sir,

1. With reference to your RFP Document dated ....., I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as project advisory consultant for Transaction Advisory Services (the “**Transaction Advisory (TA)**”) for Kannur City Road Improvement Project.. The proposal is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the TA, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the TA for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had

any contract terminated by any public authority for breach on our part.

7. I/We declare that:
  - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
  - (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of 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 Clause 4.3 of 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 Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the TA, without incurring any liability to the Bidders.
9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. 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.
11. 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.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or GOK or GOI] in connection with the selection of TA or in connection with the Selection Process itself in respect of the above mentioned Project.
13. I/We agree and understand that the proposal is subject to the provisions of the RFP

document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to us or our proposal is not opened or rejected.

14. I/We agree to keep this offer valid for 90 (ninety) days from the PDD specified in the RFP.
15. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
16. In the event of my/our firm being selected as the TA, I/we agree and undertake to provide the services in accordance with the provisions of the RFP and that the Key personnel shall be responsible for providing the agreed services himself and not through any other person or Associate.
17. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the 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 Selection Process including the award of Consultancy.
18. The Technical Proposal and Financial Proposal are being submitted in separate envelopes. This Technical Proposal and Financial Proposal shall constitute the Bid which shall be binding on us.
19. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

Yours faithfully,

(Signature, name and designation of the Authorized  
Signatory) (Name and seal of the Bidder)



## APPENDIX-I

Form-2**Particulars of the Bidder**

1.1	Title of Consultancy :	
1.2	Title of Project :	
1.3	State the following: Name of Firm : Legal Status (e.g sole proprietorship or partnership or company) : Country of Incorporation : Registered address : Year of Incorporation : Year of commencement of business : Principal place of business :	
1.4	Name, designation, address and phone numbers of Authorized Signatory of the Bidder: Name : Designation : Company : Address : Phone No. : Fax No. : E-mail :	
1.5	For the Bidder, state the following information :	
	i. In case of non Indian Firm, does the Firm have business presence in India? If so, provide the office address(es) in India :	Yes/No

	<p>ii. Has the Bidder been penalized by any organization for poor quality of work or breach of contract in the last five years :</p> <p>iii. Has the Bidder/ or any of its Associates ever failed to complete any work awarded to it by any public authority/ entity in last five years? :</p> <p>iv. Has the Bidder or any of its Associates been blacklisted by any Government department/ Public Sector Undertaking in the last five years? :</p> <p>v. Has the Bidder or any of its Associates, suffered bankruptcy/ insolvency in the last five years? :</p> <p><b>Note: If answer to any of the questions at i. to v., is yes, the Bidder is not eligible for this consultancy assignment</b></p>	<p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p>
--	---	---

(Signature, name and designation of the Authorized Signatory)  
 For and on behalf of  
 .....

APPENDIX-I

Form-3

**Statement of Legal Capacity**

*(To be forwarded on the letter head of the Bidder)*

Ref. Date:

To,

.....

Dear Sir,

Sub: Appointment of TA for Transaction Advisory Services for Kannur City Road Improvement Project

I/We hereby confirm that we, the Bidder satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that ..... (insert individual's name) will act as our Authorised Representative on our behalf and has been duly authorized to submit our Proposal. Further, the Authorized Signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the Authorized Signatory

For and on behalf of

.....

APPENDIX-I

Form-4

**Power of Attorney**

Know all men by these presents, We, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr/Ms..... son/daughter/wife and presently residing at ....., who is presently employed with/ retained by us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the TA for Transaction Advisory Services for Kannur City Road Improvement Project., including but not limited to signing and submission of proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2021

For .....  
(Signature, name, designation and address)

Witnesses:

1

2

Accepted

.....  
(Signature, name, designation 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) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

*Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

*For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

## APPENDIX-I

Form-5**Financial Capacity of the Bidder**

<b>S. No.</b>	<b>Financial Year</b>	<b>Annual Turnover</b>
		<b>(Rs in Crores)</b>
1.		
2.		
3.		

**Certificate from the Statutory Auditor**

This is to certify that ..... (name of the Bidder) has earned the professional fees as shown above against the respective years.

(Signature, name and designation of the Authorized Signatory)

Date: \_\_\_\_\_ Name and seal of the audit firm: \_\_\_\_\_

In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

**Note:**

Please do not attach any printed Annual Financial Statement.

## APPENDIX-I

Form-6**Details of Relevant Experience**

Details of each relevant assignment shall be provided in the format below:

<b>Name of the Assignment:</b>		<b>Country:</b>
<b>Location within Country:</b>		<b>Professional Staff Provided by Your Firm/Entity(profiles):</b>
<b>Name of Client:</b>		<b>No. of Staff:</b>
<b>Address:</b>		<b>No of Staff-Months;</b> <b>Duration of Assignment:</b>
<b>Start Date (Month/Year):</b>	<b>Completion Date (Month/Year):</b>	<b>Approx. Value of Services:</b>
<b>Name of Associated Consultants, If Any:</b>		<b>No of Months of Professional Staff Provided by Associated Consultants:</b>
<b>Name of Senior Staff Involved:</b>		
<b>Narrative Description of Project:</b>		
<b>Description of Actual Services Provided by Your Staff:</b>		

**Note: Should be duly supported by Project Completion Certificate issued by Client or Statutory Auditor as proof of experience.**

## APPENDIX-I

Form-7**Description of Approach & Methodology & Work Plan for Performing the Assignment**

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology
  - b) Work Plan
  - c) Organization and Staffing
- a. Technical Approach and Methodology:** In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) Work Plan:** The consultant should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form 3.

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



APPENDIX I								
FORM 8								
WORK SCHEDULE								
Sl.No.	Activity	Months (duration of the assignment is 6 months)						Total Months
1.								
2.								
3.								
4.								
Note:								
1	Indicate all main activities of the Assignment/job, including delivery of reports and other benchmarks such as client approvals. For phased Assignment/jobs indicate activities, delivery of reports, and benchmarks separately for each phase.							
2	Duration of activities shall be indicated in the form of a bar chart.							

## APPENDIX-I

Form-9**Particulars of Key Personnel**

<b>S No.</b>	<b>Proposed Position</b>	<b>Name of the Key Personnel</b>	<b>Name of the Firm</b>	<b>Educational Qualification</b>	<b>Key Experience and Expertise</b>
1	Team Leader cum Procurement Expert expert				
2	Financial Expert				
3	Legal Expert				

APPENDIX-I

Form-10

**Curriculum Vitae of Key Personnel**

- I. Proposed Position:
- II. Name of Firm: [Insert name of firm proposing the staff]:
- III. Name of Staff: [Insert full name]:
- IV. Date of Birth:
- V. Nationality:
- VI. Education: [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
- VII. Membership of Professional Associations:
- VIII. Other Training:
- IX. Countries of Work Experience: [List countries where staff has worked in the last ten years]:
- X. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
- XI. Employment Record: [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below):  
From [Year]: To [Year]:  
Employer:  
Positions held:
- XII. Detailed Tasks Assigned [List all tasks to be performed under this Assignment/job]
- XIII. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned  
[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]  
Name of Assignment/job or project:  
Year:  
Location:  
Employer:  
Main project features:  
Positions held:  
Activities performed:

**XIV. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged. I further declare that, I shall be available for the entire duration of the assignment.

Date:

Place:

[Signature of staff member]

(Full name of the staff member)

[Counter signed by authorized representative of the staff]

[Full name of authorized representative]:

APPENDIX-II  
FINANCIAL PROPOSAL

APPENDIX-II  
**FINANCIAL PROPOSAL**

Form-  
**Covering Letter**  
(On Bidder's letter head)

(Date and Reference)

To,

.....

Dear Sir,

Subject: Appointment of TA for Transaction Advisory Services for Kannur City Road Improvement Project.

I/We, ..... (Bidder's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for Transaction Advisory Services for above.

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

**Note:** The Financial Proposal is to be submitted strictly as per forms given in the RFP.

APPENDIX-II

Form-2

**Financial Proposal**

Item No	Description	Amount (Rs.)
A	<b>PROFESSIONAL FEE OF THE SERVICES (In figures)</b>	
	In words _____	

1. The aforesaid professional fees, payable to the TA in accordance with the Financial Proposal, shall cover the costs of local telephone/fax, reasonable amount of in-house photocopying and stationery and costs of support staff. No additional charges in respect thereof shall be due or payable. The fee quoted is exclusive of all taxes.
2. All payments shall be made in Indian Rupees and shall be subject to applicable taxes if any.