

**Housing and Urban Development Department  
GOVERNMENT OF ODISHA**

**TENDER NOTICE NO. HUD-13/REFM/65/SCH/17/0062/2013  
dated 26.10.2013**

**Request for Proposal**

**Selection of Partner for setting up a Project Development Agency  
(PDA) to manage Odisha Urban Infrastructure Development  
Fund (OUIDF)**

**Volume I – Instructions to Bidders**

This section specifies procedures to be followed by Bidders in preparation and submission of their Proposals and provides information on submission, opening, evaluation of Proposals.

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## NOTE

The Government of Odisha (GoO), through its Housing and Urban Development Department (HUDD) has set up an Urban Infrastructure Development Fund (OUIDF) with assistance from KfW in the form of a Line of Credit and Technical Assistance support to develop and finance urban infrastructure projects in the state of Odisha. Under the OUIDF, three Funds namely an Urban Loan Fund (ULF), a Grant Support Fund (GSF) and a Project Development Fund (PDF) are sought to be managed by a Project Development Agency (PDA) set up by a partner organisation / consortium that would be competitively selected through this bid process.

HUDD hereby invites **Proposals** from interested organizations as per norms laid out in the Request for Proposal document (**RFP**). The RFP will be available for download, free of cost, at [www.urbanorissa.gov.in](http://www.urbanorissa.gov.in) between **25.10.2013 and 25.11.2013** All bidders must submit a sum of Rupees Fifty Thousand only (Rs.50,000/-) as the Bidding Fee and Rupees Three Lakh (Rs. 3,00,000/-) as Bid Security along with their Proposal as per the conditions outlined in this RFP.

The RFP is organized in two volumes as given below:

1. **VOLUME-I** : **INSTRUCTION TO BIDDERS (ITB)**
2. **VOLUME-II** : **DRAFT MANAGEMENT AGREEMENT (OUIDF AND PDA)**

Prospective Bidders are advised to read the above volumes in conjunction with each other and are advised to comply with the terms and conditions for submission of their Proposal as defined in this RFP document.

A Preferred Bidder would be selected through a single-stage three-part competitive bidding process based on evaluation of Proposals submitted by all bidders. Bidders are expected to submit their Proposals in three parts as described below, in accordance with the instructions provided in the RFP.

1. **PART I** : **RESPONSE TO PRE-QUALIFICATION REQUIREMENT**
2. **PART II** : **TECHNICAL OFFER**
3. **PART III** : **FINANCIAL OFFER**

All queries regarding the Project may be submitted in writing to:

Name : **Special Secretary to Government & Secretary, OUIDF,**  
Housing and Urban Development Department, Government of Odisha  
Address : 1st Floor, State Secretariat,  
Annex - B, Bhubaneswar - 751001  
Phone : 0674-291395  
Fax number : 0674-2394984  
E-mail : [hudsec.or@nic.in](mailto:hudsec.or@nic.in)/[sshudd.odisha@gmail.com](mailto:sshudd.odisha@gmail.com)

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## **Disclaimer**

This Request for Proposal (RFP) is issued by Government of Odisha (GoO) through its Housing and Urban Development Department (HUDD). The intent of this Request for Proposal (RFP) is to solicit Proposals from parties (Bidders) who are interested in setting up a Project Development Agency (PDA) to provide services in fund management, project development and appraisal in the urban sector in Odisha, in line with the terms and conditions described in this RFP.

This RFP is not an agreement and is neither an offer nor invitation by HUDD to the prospective Bidders or any other person. The issue of this RFP does not imply that the HUDD is bound to select a Bidder or to appoint the Preferred Bidder, as the case may be, for the Project. The HUDD reserves the right to reject all or any of the Bidders or Proposals without assigning any reason whatsoever.

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. It does not, and does not purport to, contain all the information that a recipient may require. The information contained in this RFP is selective and HUDD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

Neither HUDD nor any of its officers or employees, nor any of their advisors nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisors and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed. Neither HUDD nor any of its officers, employees nor any of its advisors nor consultants undertakes to provide any recipient with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein which may become apparent.

This RFP may not be appropriate for all entities, and it is not possible for HUDD, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. Each recipient must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein that may appear in this RFP and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project. In considering an investment, if any, in the proposed Project, each recipient should make its own independent assessment and seek its own professional, technical, financial and legal advice.

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Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. HUDD accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

This RFP includes certain statements, estimates, projections, targets and forecasts with respect to the Project. Such statements estimates, projections, targets and forecasts reflect various assumptions made by the management, officers and employees of HUDD may or may not be provided or prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied upon as, a promise, representation or warranty. HUDD accepts no responsibility for statements made in any advertisement or other material, and any entity placing reliance on any other source of information for the Project would be doing so at his own risk and responsibility.

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 HUDD or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and HUDD 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 bidding process.

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## **Volume I – Instructions to Bidders**

*This section specifies procedures to be followed by Bidders in preparation and submission of their Proposals and provides information on submission, opening, evaluation of Proposals and award of Project*

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# 1. INTRODUCTION

## 1.1. Background

### A. Need for a structured framework for Urban Financing in Odisha

- 1.1.1. According to Census 2011, Odisha continues to be among the least urbanized states in India with an urban share of population of about 17%; only 3 states, namely, Assam, Bihar and Himachal Pradesh had lower urbanization levels compared to Odisha. However, the pace of urbanization in Odisha continues to intensify as reflected in the following:
- a. Urban population grew at 26.8% during 2001-11 vis-à-vis rural population growth of 11.7% during the same period.
  - b. The number of towns increased from 138 in 2001 to 223 in 2011 (largely due to increase in Census Towns from 31 to 116, even though Statutory Towns remained at 107).
- 1.1.2. At the level of Government of Odisha (GoO), the Housing & Urban Development Department, Government of Odisha (HUDD) is the nodal department for urban development and for provision of civic services. Apart from HUDD, a number of State level agencies continue to be involved in provision of urban services. These include the Public Health Engineering Department and the Odisha Water Supply and Sewerage Board (responsible for investments in Water supply and Sanitation), Works Department (responsible for Arterial roads and related infrastructure) and the Water Resources department (responsible for Drains).
- 1.1.3. Odisha has 103 Urban Local Bodies (ULBs) across three categories namely, 3 Municipal Corporations, 37 Municipalities and 53 Notified Area Councils (NACs). The legal framework for the urban sector is provided by the Odisha Municipal Corporations Act, 2003 (that applies to Bhubaneswar and Cuttack Municipal Corporations) and the Odisha Municipal Act, 1950 (that applies to the Municipalities and the NACs).
- 1.1.4. Odisha's consistently good economic performance is expected to hasten the pace of urbanization in the state. The increase in budgetary outlays for urban sector and visible reforms reaffirms GoO's commitment to address urbanization in a planned manner.
- a. Odisha's State Gross Domestic Product (SGDP) grew at 14.4% per annum (nominal) during 2000-01 to 2007-08<sup>1</sup>) which is expected to sustain in view of the state's healthy investment pipeline.
  - b. This continued economic growth is expected to hasten urbanization as is evident from the trends in population growth during 1991-2011.
  - c. Budgetary outlay of HUDD has increased at a Compounded Annual Growth Rate (CAGR) of 34% during the 2005-10. Also, the share of plan outlay in HUDD budget increased from 20% in 2005-06 to 50% in 2009-10.
  - d. GoO has initiated a number of reforms initiatives including the following: a) Devolving of responsibility of Water Supply and Sanitation sector to ULBs, including efforts to ring-

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<sup>1</sup> Source: IMaCS-IBEF Orissa State profile. [www.ibef.org](http://www.ibef.org)



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fence water supply and sanitation assets of Bhubaneswar to start with, b) Reduction in Stamp duty to 5%, c) Full Transfer of City Planning with partial responsibility already in place, d) Repeal of Urban Land Ceiling Act, e) Public Disclosure Law and Community Participation Law are under progress.

- e. Local reforms relating to accrual accounting and e-governance have been initiated but need to be followed through with greater hand-holding support and harmonization including incorporation of the Odisha Municipal Accounting Manual (OMAM) into the Municipal Financial Rules. Plans to set up an urban cadre and address training needs are being implemented. There are also plans to amend Municipal legislation to introduce property tax reforms.

1.1.5. However, municipal finances are weak. Capital investments continue to rely on GoO's budgetary outlays and grants. Debt financing is limited to state supported projects and constrained by inadequate capacity to develop bankable projects.

- a. Finances of ULBs continue to be stressed leaving little surplus for investment. Urban Local Bodies face severe constraints - both financial and organizational - to be able to i) put in place processes for planning and delivering their functions, ii) identify/implement projects to improve service delivery, and iii) manage/improve their finances.
- b. Even though the municipal legal framework allows flexibility to access loans at the ULB level, debt financing of urban projects is limited to multi-lateral and bi-lateral financing (e.g. JICA funded sewerage projects) or GoO guaranteed loans through HUDCO or LIC. External financing is further constrained by inadequate capacity to develop 'bankable' projects. Very few projects identified as pipeline projects have Detailed Project Reports prepared and even when DPRs are prepared, they tend to focus on asset creation and have little focus on service delivery outcomes and bankability.

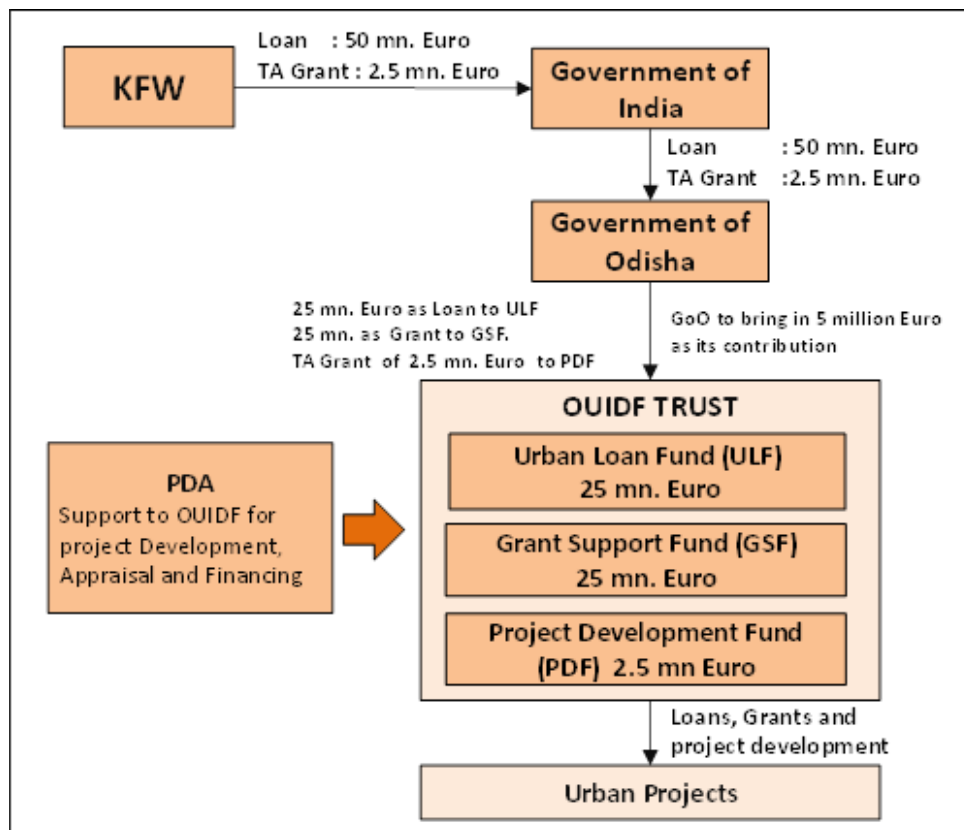
1.1.6. It is in this context that the Government of Odisha, with assistance from KfW has set up the Orissa Urban Infrastructure Fund (OUIDF) to facilitate systematic development and financing of urban projects in the state of Odisha with private sector participation. The primary objective of creating OUIDF is to progressively increase external financing of ULB level capital projects in a sustainable manner, without a state government guarantee. Creation of OUIDF as part of an over-arching Urban Development Program would enable this through a) catalysing development of well-structured bankable projects, b) building capacity in project appraisals and resource mobilization and c) facilitating/incentivizing State and ULB level reforms that can be pre-cursors for further investment flows.

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## B. Components of the proposed urban financing framework

1.1.7. Exhibit 1 summarizes the components of the urban financing framework.

### EXHIBIT 1 PROPOSED URBAN FINANCING FRAMEWORK



1.1.8. The Preferred Bidder selected under this bid process would set up a Project Development Agency (PDA) that would be responsible for development, appraisal, financing and monitoring of urban infrastructure projects in Odisha. The PDA would manage three Funds under the OUIDF Trust as described below:

- a. **Urban Loan Fund (ULF):** An Urban Loan Fund (ULF) has been set up to provide loans to urban projects on a non-guaranteed mode. GoO will bring in a contribution equivalent to 5 Million Euro into the ULF. A Line of Credit equivalent to 25 Million Euro will be made available by GoO to ULF for on-lending for urban projects. The PDA would have responsibility for identification, development, appraisal, sanction, disbursement and repayment of loans under the ULF, in accordance with the guidelines developed and approved by the Board of Trustees of OUIDF.
- b. **Grant Support Fund (GSF):** The GSF would be created to provide Capital Grants to implementation agencies to bridge viability gaps in urban sector projects and to complement debt financing from ULF. The GSF will have an initial corpus equivalent to 25 million Euro.

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The above allocation of the Line of Credit equally between the ULF and GSF is only the initial allocation. However, if the PDA is able to develop projects with lower viability gap funding requirement than the limit of 50% proposed, the remaining amounts in the GSF will be transferred for loan funding from the ULF.

c. **Project Development Fund (PDF):** The PDF would be available to finance project preparation and development of bankable projects based on the guidelines for access to the PDF developed by the PDA initially and approved by the Board of Trustees. While the focus of the PDF will be to finance preparation of Detailed Project Reports (DPRs), it would also be used to undertake other project preparation activities (including preparation of City Development Plans, pre-feasibility studies and feasibility studies) that eventually lead to preparation of bankable projects. The PDA and its Associates will not be allowed to participate in downstream project development activities undertaken with funding from PDF.

1.1.9. The OUIDF, under which the above Funds would be managed, has been set up as a Trust (under the Indian Trusts Act, 1882) under the oversight of a Board of Trustees, which will define the Funds' charter and disbursement guidelines. The Chairperson and the members of the Board of Trustees have been nominated by GoO.

1.1.10. The PDA would be responsible for managing the Fund(s) under the oversight of the Trustee Board.

1.1.11. The PDA's term shall be for 5 years. The role and the scope of services to be provided by the PDA will be defined through a Management Agreement entered into between the PDA and the OUIDF Board. The Draft Management Agreement is contained in Volume II of this RFP.

## **1.2. Objective and contents of this RFP**

1.2.1. This RFP issued by HUDD seeks to invite Proposals from interested Bidders for selection of Preferred Bidder to be inducted into the PDA.

1.2.2. The RFP is organized in two volumes as given below:

- a. Volume-I : Instruction to Bidders
- b. Volume-II : Draft Management Agreement (Between OUIDF and PDA)

1.2.3. **Volume I – Instructions to Bidders** of the RFP (this document) is the first part of this RFP, and specifies procedures to be followed by Bidders in preparation and submission of their Proposals and provides information on submission, opening, evaluation of Proposals.

1.2.4. **Volume II of the RFP** contains the Draft Management Agreement (to be entered into between the OUIDF and the PDA)

1.2.5. Bidders are advised to read and review the information contained in two volumes of the RFP taken together and adhere to terms and conditions prescribed while submitting their Proposals. In the event of any discrepancy or conflicts between the documents regarding the terms and obligations of the PDA, the terms mentioned in Volume II shall prevail.

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1.2.6. Bidders may note that HUDD will not entertain any deviations to the conditions specified in the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents including the Management Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection at the sole discretion of HUDD.

### **1.3. Overview of the Bidding Process**

1.3.1. Bidders are called upon to submit their Proposals in respect of the Project, in accordance with terms and conditions of the RFP.

1.3.2. The RFP will be available for download, free of cost, at [www.urbanorissa.gov.in](http://www.urbanorissa.gov.in) between **25.10.2013 and 25.11.2013**. All bidders must submit a sum of Rs.50,000/- (Rupees Twenty Thousand only) as the Bidding Fee and Rs. Three Lakh only (Rs. 3,00,000/-) as Bid Security along with their Proposal as per the conditions outlined in this RFP The Bidding Fee and Bid Security should be submitted in the form of a Demand Draft drawn on a Scheduled Commercial Bank payable to **“Odisha Urban Infrastructure Development Fund ”** payable at Bhubaneswar. Bidders must notify HUDD in advance and in writing about their intention of participation.

1.3.3. The selection of the Preferred Bidder for this project is envisaged through a single-stage process involving evaluation of **three-part Proposals** received from Bidders covering:

- a. Part I – Response to Pre-Qualifying Requirements
- b. Part II – Technical Offer
- c. Part III – Financial Offer

1.3.4. The Proposals would be evaluated in three steps in line with the Evaluation process described in **section 5** of this ‘**Volume I - ITB**’ of the RFP.

- a. The **first step** involves opening and evaluation of **Part I – Response to Pre-Qualification requirement** of those Proposals that have been submitted before the specified submission deadline. The Technical and Financial Offers of Bidders who do not qualify at this step will be returned unopened at the end of the Bid process.
- b. The **second step** involves opening and evaluation of **Part II - Technical Offers** of the Proposals of Bidders qualified at the end of first stage, against the criteria laid down in **Section 5**. Financial Offers of Bidders who do not qualify at this step will be returned unopened at the end of the Bid process.
- c. The **third step** involves opening of **Part III - Financial Offers** of the Proposals of those Bidders whose Technical Offers have been qualified and evaluation on Quality cum Cost Based Selection (QCBS) in accordance with criteria laid down in Section 4 and 5 of this RFP document.

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#### 1.4. Indicative schedule of bidding process

- 1.4.1. While HUDD reserves the right to change / modify the steps and the timelines of the bidding schedule as necessary, it shall endeavour to adhere to the bidding schedule provided below in Exhibit 2.

##### **EXHIBIT 2 INDICATIVE BIDDING SCHEDULE**

<b>Sl. No</b>	<b>EVENT DESCRIPTIONS</b>	<b>TENTATIVE TIMELINE</b>
1	Notice Inviting Advertisement in dailies and Upload of Request for Proposal (RFP) document	25.10.2013
2.	Last date for receiving queries to the e-mail id of PMU of HUDD (pmuhud@gmail.com)	05.11.2013
3.	Pre-Bid meeting	06.11.2013
4	Issue of Clarifications by HUDD	08.11.2013
5.	Proposal Due Date and Opening of Part I – Response to Pre-Qualification requirements of Proposal	25.11.2013
6.	Opening of Part II – Technical Offer of short listed Bidders	02.12.2013
7.	Presentation on Technical Proposal by Bidders	06.12.2013
8.	Opening of Financial Offers	07.12.2013
9.	Issue of Letter of Award to Preferred Bidder	16.12.2013

#### 1.5. Clarifications on RFP and Pre-Bid meeting

- 1.5.1. Prior to the Pre-Bid meeting, Bidders may submit a list of queries and propose suggestions and modifications, if any, to the RFP. Any queries or request for additional information concerning this RFP shall be submitted in writing by Speed Post or by facsimile or by electronic mail to Special Secretary to Government & Secretary, OUIDF, Housing and Urban Development, Government of Odisha at 1st Floor, State Secretariat, Annex - B, Bhubaneswar - 751001 on or before **04.11.2013 at pmuhud@gmail.com**. The communications shall clearly bear the following identification/ title: **"Request for Information – RFP for selection and induction of PDA for managing OUIDF"**.
- 1.5.2. HUDD proposes to hold a Pre-Bid meeting, **05.11.2013 at 16.00 Hrs. IST** at Conference Hall of HUDD to discuss issues related to the Project with all the prospective Bidders. HUDD at its discretion may also hold further discussions with the prospective Bidders to finalise the technical/ commercial parameters and other related issues for the Project, before submission

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of the Proposals, which would be common for all the Bidders. Only One representative from each bidder with necessary authorisation will be allowed to attend the meeting.

- 1.5.3. HUDD shall endeavor to respond to the queries within 10 days prior to the Proposal Due Date. However, HUDD reserves the right not to respond to any question or provide any clarification, in its sole discretion. Nothing in this clause shall be taken or read as compelling or requiring HUDD to respond to any question or to provide any clarification. DD will not respond to the question raised by Bidder if it is going to affect the outcome of the bidding process as well as affect the different qualification criteria in this bidding document. HUDD will upload all the queries and its responses on [www.urbanorissa.gov.in](http://www.urbanorissa.gov.in).
- 1.5.4. To facilitate evaluation of Proposals, HUDD may, at its sole discretion, seek written clarifications from any Bidder regarding its Proposal through electronic mail or facsimile. Such clarification(s) shall be provided within the time specified by the HUDD for this purpose. If a Bidder does not provide clarifications sought within the prescribed time, such Bidder's Proposal shall be liable to be rejected. In case the Proposal is not rejected, HUDD may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding and that of its advisors. The Bidder shall not have the right to subsequently question such interpretation of HUDD.
- 1.5.5. HUDD shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Proposal.

## **1.6. Amendment of RFP**

- 1.6.1. At any time prior to the deadline for submission of Proposal, HUDD may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addendum to the RFP. HUDD may also on its own initiative, issue interpretations and clarifications to all Bidders.
- 1.6.2. Any Addendum thus issued will be uploaded on [www.urbanorissa.gov.in](http://www.urbanorissa.gov.in). All clarifications and interpretations issued by HUDD thus shall be deemed to be part of the RFP.
- 1.6.3. Verbal clarifications and information given by HUDD or its employees or representatives shall not in any way or manner be binding on HUDD.
- 1.6.4. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the HUDD may, at its own discretion, extend the Proposal Due Date.

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## **2. GENERAL CONDITIONS**

### **2.1. General responsibilities of Bidders**

- 2.1.1. As far as possible, the Bidder shall consider information provided in the RFP for preparing the Technical and Financial Offers. However it is strongly recommended that the Bidders carry out their own due diligence and make their own assumptions for preparation and submission of their respective Proposals. The details of the Project, given in this RFP are based on the preliminary studies undertaken on behalf of HUDD by its independent consultants and advisors. Bidder shall be wholly responsible for all the details and basis of its Proposal. In essence, after the Proposal is submitted, the Bidder shall be responsible for all assumptions of the data, which forms the basis of the Proposal and no claims shall lie regarding the veracity of the information given in the various sections and volumes of the RFP documents.
- 2.1.2. Prior to submitting the Proposal, the Bidder may visit Odisha, obtain and ascertain for themselves all technical data, demand and other information necessary for preparing their Proposal including carrying out necessary technical surveys, field investigations, market & demand assessment, etc. at its own cost and risk. The Bidder shall be deemed to have full knowledge of the project conditions, whether physically inspected or not, if Bidder submits a Proposal for this project.
- 2.1.3. The Proposals would be evaluated based on the details and data furnished in the Proposal. Mere submission of information does not entitle the Bidder to meet an eligibility criterion. HUDD or any of its consultants/advisors reserves the right to verify any or all information submitted by the Bidder. HUDD decision regarding any Bidder's eligibility or otherwise shall be final and binding and HUDD or any of its consultants/ advisors would be under no obligation to inform any Bidder of the grounds of such decision.
- 2.1.4. Bidders shall provide evidence of their continued eligibility; in accordance with the "Pre-qualification requirements" which is satisfactory to HUDD. HUDD may request additional information from the Bidder till signing of the Management Agreement. A Bidder may be disqualified if it is determined by HUDD at any stage of the bidding process that the Bidder will be unable to fulfill the requirements of the Project or fails to continue to satisfy the Pre-qualification requirement. Supplementary information or documentation regarding qualifications may be sought from the Bidders at any time and must be provided within time frame period stipulated in such requests. If the Bidder is unable to provide the information within the stipulated timeframe then the Bidder may be disqualified.
- 2.1.5. To assist in the examination, evaluation, and comparison of Proposals, HUDD may, at its discretion, ask any Bidder for clarification(s). HUDD may utilize the services of any consultant for the examination and evaluation of Bidders, Technical Offer and Financial Offer as per the due diligence process. However, clarifications if any required from Bidder, shall be

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provided in writing (legibly typed out and duly signed by authorized signatory) and shall be communicated by the Bidder to HUDD.

- 2.1.6. Information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the “Preferred Bidder” has been announced. Any effort by a Bidder to influence HUDD or any of its consultants/advisors processing of Proposals or award decisions may result in the rejection of its Proposal.
- 2.1.7. HUDD or any of its consultants/advisors will check Bids determined to be substantially responsive in terms of any arithmetic errors. Wherever there is discrepancy between the amounts in figures and in words, the amount in words will govern. In case of difference between original and copies, the information/data/Proposal provided in the original would be considered correct and binding. Any such corrections made by HUDD shall be considered as binding upon the Bidder and will be duly notified to the Bidder in writing. If the Bidder does not accept the corrections in Proposal, HUDD may reject the Proposal and forfeit the Bid Security.
- 2.1.8. It would be deemed that prior to the submission of the Proposal, the Bidder has:
- a. made a complete and careful examination of requirements and other information set forth in this RFP;
  - b. made a complete and careful examination of the various aspects of the Project including but not limited to all the succeeding points
  - c. all other matters that might affect the Bidder’s performance under the terms of this RFP and
  - d. acquainting itself with local and central laws and rules and regulations thereto as well as other applicable rules and regulations relevant to the Project.



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## 2.2. Fraud and Corrupt Practices

- 2.2.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the HUDD shall reject an 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 in the Bidding Process.
- 2.2.2. Without prejudice to the rights of the HUDD, if an Bidder is found by HUDD 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 Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by the HUDD during a period of subsequent 2 (two) years from the due date of this RFP.
- 2.2.3. For the purposes of **Clause 2.2.2**, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the HUDD who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Management Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the HUDD, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreements, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreements, who at any time has been or is a legal, financial or technical adviser of the HUDD in relation to any matter concerning the Project;
  - b. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
  - c. **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
  - d. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the HUDD with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

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- 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 Bidding Process.

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### 3. CONTENTS AND SUBMISSION OF PROPOSAL

#### 3.1. Cost of Proposal

- 3.1.1. The Bidder shall bear all costs associated with the preparation and submission of its Proposal, including data collection, analysis, design, etc. Neither HUDD nor any of its consultants/advisors will be responsible or liable for any such costs, regardless of the conduct or outcome of the bidding process.

#### 3.2. Language and Currency

- 3.2.1. The Proposal and all related correspondence and documents in relation to the Bidding Process shall be in English language.
- 3.2.2. The currency for the purpose of the Proposal shall be Indian Rupee only. In case the conversion is required, the conversion to the currency shall be based on the exchange rate (RBI Reference Rate) as was applicable exactly 7 days prior to Proposal Due Date (e.g. if the bid due date is 31<sup>st</sup> October 2013, then the exchange rate (RBI reference rate) as on 24<sup>th</sup> October 2013 shall apply). In all such cases, the original figures in the relevant foreign currency and the Proposal currency equivalent thereof must be given. The date used and exchange rate thereof shall be clearly stated. HUDD reserves the right to use any other suitable exchange rate for the purposes of uniformly evaluating all Bidders.

#### 3.3. Number of Proposals

- 3.3.1. A Bidder shall submit only one Proposal as part of this bidding process (either individually or as part of Consortium of entities). Any entity that submits or participates in more than one Proposal will cause all the Proposals in which the entity has participated to be disqualified.

#### 3.4. Eligibility and Pre-qualification

- 3.4.1. Bidders submitting their Proposals should meet the eligibility and pre-qualification requirements detailed in **Section 4**.
- 3.4.2. The Bidder should submit the Proposal in accordance with the guidelines prescribed below and ensure that the Proposal is complete in all aspects. HUDD reserves the right to reject Proposals that do not conform to the guidelines prescribed.

#### 3.5. Bid Security

- 3.5.1. Each Proposal shall be accompanied by a **Bid Security of Rs. 3,00,000/- [Rupees Three Lakh Only]**, in the form of a **Demand Draft** in favor of “Secretary & Trustee, OUIDF” drawn on any Scheduled Commercial Bank in Bhubaneswar. HUDD shall reject Bids that are not accompanied by the Bid Security.
- 3.5.2. The Bid Security amount shall be valid for a period of 180 days from the Proposal Due Date and extendable beyond this by an additional period of 90 days. Further extension in the validity of the Bid Security if required, beyond this additional period maybe done if it is

mutually agreed to between HUDD and the Bidders. Any extension of the validity of the Bid Security as requested by HUDD shall be provided to HUDD, prior to the expiry of the validity of the Bid Security, being extended. When an extension of the Bid Validity Period is requested, Bidders shall not be permitted to change the terms and conditions of their Bids. HUDD reserves the right to reject the Proposal submitted by any Bidder who fails to extend the validity of the Bid Security in line with the provisions of this clause.

- 3.5.3. The **Bid Security** of every unsuccessful Bidder would be returned within a period of eight weeks from the date of issue of Letter of Award by HUDD to the successful Bidder.
- 3.5.4. The **Bid Security** submitted by the Preferred Bidder would be released upon furnishing of the **Performance Security** by the Preferred Bidder.
- 3.5.5. The entire Bid Security shall be forfeited in the following cases:
- a. If the Bidder withdraws its Proposal during the course of the bid process after the Proposal Due Date.
  - b. If the Preferred Bidder fails to submit the Performance Guarantee in favour of HUDD and sign the Management Agreement within stipulated time.

### 3.6. Submission of Proposals – Instructions

- 3.6.1. The Bidder should submit the Proposal in accordance with the guidelines prescribed in this RFP and ensure that the Proposal is complete in all aspects. HUDD reserves the right to reject Proposals that do not conform to the guidelines prescribed.
- 3.6.2. The Proposal shall be submitted in three parts, viz., **a) Part I – Response to Pre-Qualification requirements b) Part II - Technical Offer and c) Part III – Financial Offer** as described below. The Financial Offer should be contained in Part III only. Inclusion of any Financial Offer in other parts would lead to disqualification of the Proposal.
- 3.6.3. The Bidder shall submit **two copies of the Proposal** in separate envelopes marked ‘**Original**’ and ‘**Copy**’ respectively. In the event of any discrepancy between the Original and the Copy, the **Original** shall prevail.
- 3.6.4. The packing, sealing and marking of Proposal should be done as per instructions given below.

<b>Envelope 1 – ‘ORIGINAL’</b>	
<b>Envelope A</b>	Part I – Response to Eligibility and Pre-Qualification requirements And <u>Bid Security</u> (as defined in clause 3.5.1) And Fees for RFP (as defined in clause 1.3.2)
<b>Envelope B</b>	Part II - Technical Offer
<b>Envelope C</b>	Part III – Financial Offer
<b>Envelope 2 – ‘COPY’</b>	
<b>Envelope A</b>	Part I – Response to Eligibility and Pre-Qualification requirements (Copy)
<b>Envelope B</b>	Part II - Technical Offer (Copy)
<b>Envelope C</b>	Part III – Financial Offer (Copy)

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- 3.6.5. Each of the three parts of the Proposal (Original) should be spiral bound or hard-bound and enclosed in separate sealed envelopes with respective marking as shown below. These envelopes should be enclosed in another sealed envelope marked '**Envelope 1 - Original**'. Each of the three parts of the Proposal (Copy) should similarly be spiral bound or hardbound and enclosed in three separate sealed envelopes. These should be enclosed in another sealed envelope marked '**Envelope 2 – Copy**'.
- 3.6.6. All envelopes, both outer and inner, should be addressed to: **Special Secretary to Government & Secretary, OUIDF, Housing and Urban Development Department, Government of Odisha. 1st Floor, State Secretariat, Annex - B, Bhubaneswar - 751001.**
- 3.6.7. All envelopes must also be super scribed with the following information:
- a. Name and Address of Bidder
  - b. Authorized Contact person and Designation,
  - c. Phone number, Fax number and Email id.
- 3.6.8. The Proposal (in Original and Copy) shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder. The pages in Proposal should be numbered. Each page shall be initialed by an authorized signatory of the Bidder or an Individual, as applicable. All alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialed by the person(s) signing the Proposal.
- 3.6.9. Bidders should strictly adhere to the formats prescribed in this RFP Document while submitting their Proposals. HUDD reserves the right to reject any Proposal, which does not meet this requirement.
- 3.6.10. HUDD expects Bidders to adhere to the sealing and marking instructions given above and assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted. If the envelope is not sealed and marked as instructed above, such Proposal, may, at the sole discretion of HUDD, be rejected.
- 3.6.11. Proposal must be in Hard Copies. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
- 3.6.12. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the different annexure is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information

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### 3.7. Submission of Proposals – Content and Formats

#### A. Part I – Response to Pre-Qualification requirement

3.7.1. ‘Part I – Response to Eligibility and Pre-Qualification requirements’ of the Proposal should include the following contents in the formats prescribed and enclosed in **Chapter 6** and listed below.

Contents of Part I – Response to Pre-Qualification Requirements	
Format	Content
	<b>Bid Security</b> (as defined in clause 3.5.1)
	<b>Fees for RFP</b> (as defined in clause 1.2.2)
<b>Form 1A</b>	Covering Letter for Proposal Submission
<b>Form 1B</b>	Details of Bidder / Bidding Consortium
<b>Form 1C</b>	Power of Attorney of Authorised Signatory of Bidder
<b>Form 1D</b>	Joint Bidding Agreement (in case of Proposal submitted by a Consortium)
<b>Form 1E</b>	Power of Attorney of Lead Member (in case of Proposal submitted by a Consortium)
<b>Form 1F</b>	Format for Board Resolution of Bidder / Bidding Consortium members
<b>Form 1G</b>	Format for Anti-collusion certificate
<b>Form 1H</b>	Details and Proof of Technical Capacity
<b>Form 1I</b>	Details and Proof of Financial Capacity.

3.7.2. The fees for the RFP and Bid Security should be submitted along with Part I in accordance with clauses 1.2.2 and 3.5.1 respectively.

#### B. Part II – Technical Offer

3.7.3. ‘Part II – Technical Offer’ should include the following contents and in line with the formats prescribed and enclosed in **Section 7**.

	Content
<b>Form 2A</b>	Experience in Infrastructure Fund Management, lending and Project appraisals.
<b>Form 2B</b>	Assessment of Market for financing of Urban projects in Odisha
<b>Form 2C</b>	Approach and Methodology for Project Development and Financing
<b>Form 2D</b>	Approach to preparation of Business Plan for OUIDF and mobilisation of Finance beyond KfW Line of Credit
<b>Form 2E</b>	Staffing Plan and CVs

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### **C. Part III – Financial Offer**

3.7.4. ‘Part III – Financial Offer’ should be submitted in line with the formats prescribed in Section 8.

#### **3.8. Proposal Due Date**

3.8.1. Proposals should be submitted before **16:00 Hrs. IST** on **25.11.2013** at the following address: **Special Secretary to Government & Secretary, OUIDF, Housing and Urban Development Department, Government of Odisha. 1st Floor, State Secretariat, Annex - B, Bhubaneswar - 751001.** , adhering to the terms and conditions outlined in this RfP.

3.8.2. HUDD may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum to this RFP to all Bidders.

3.8.3. HUDD will not accept any Proposal received by it after the Proposal Due Date for any reason whatsoever.

3.8.4. Bidders should obtain a signature of the designated authority (ies) on a copy of Form 1A – Covering letter as a mark of acknowledgment of receipt of submitted Proposal by HUDD.

#### **3.9. Validity Period**

3.9.1. Proposal shall remain valid for a period **not less than 180 days from the Proposal Due Date**. HUDD reserves the right to reject any Proposal, which does not meet the requirement.

#### **3.10. Withdrawal of Proposals**

3.10.1. The Bidder may withdraw its Proposal after submission, provided that written notice of withdrawal is received by HUDD by the Proposal Due Date. The withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked “WITHDRAWAL”.

3.10.2. Withdrawal of Proposal by the Bidder after the Proposal Due Date will lead to forfeiture of the Bid Security.

#### **3.11. Other terms**

3.11.1. 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 HUDD;
- c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of HUDD and
- d. agreed to be bound by the undertakings provided by it under and in terms hereof.

3.11.2. HUDD will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of

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the RFP with all its contents including the Management Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

- 3.11.3. HUDD shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by HUDD.
- 3.11.4. Notwithstanding anything contained in this RFP, HUDD reserves the right to accept or reject any Proposal and to annul the Bidding Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 3.11.5. HUDD reserves the right to reject any Proposal, if at any time a material misrepresentation is made or uncovered or if the Bidder does not provide, within the time specified by HUDD, the supplemental information sought by HUDD for evaluation of the Proposal. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified/ rejected. If such disqualification/ rejection occurs after the Proposals have been opened and the selected Bidder gets disqualified/ rejected, then HUDD reserves the right to:
  - a. decide on the basis of the evaluate Proposals submitted by the remaining Bidders in accordance with the RFP; or
  - b. take any such measure as may be deemed fit in the sole discretion of HUDD, including annulment of the Bidding Process.



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## 4. ELIGIBILITY AND PRE-QUALIFICATION

### 4.1. Eligibility

- 4.1.1. For participation in the bidding process and submitting Proposals, Bidders should be of one of the following types of entities - private, public or government-owned legal entity, (subject to **clauses 4.1.6 and 4.1.7 below**) or a combination of them, in the form of an association(s) including a Consortium of Members with the formal intent, as evidenced by a Joint Bidding Agreement.
- 4.1.2. The term 'Bidder' used in the RFP would apply to both a single entity and a Consortium of Members.
- 4.1.3. No Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder or Bidding Consortium. Further, a member of a particular Bidding Consortium bidding for this project cannot be member of another Bidding Consortium. Bids in non-compliance of this condition are liable to be rejected.
- 4.1.4. The Bidder should submit a Power of Attorney, authorizing the signatory of the Proposal and to commit the Bidder, along with submission of Proposal. Details of documentation required for various parts of the Proposal are provided in chapter 3 and the formats for Proposal submission (including format for Power of Attorney) is given in chapters 6, 7 and 8 of this document.
- 4.1.5. A Bidder that is under a declaration of ineligibility by Government of Odisha or any other Government authority in India at the date of submission of the Proposal or during evaluation of Proposals shall be disqualified.
- 4.1.6. Government owned entities shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.
- 4.1.7. Bidders may have the nationality of any country subject to restrictions in **clause 4.1.8**. Bidders shall be deemed to have the nationality of a country if the Bidder is a citizen, or is constituted, incorporated or registered and operates in conformity with the provisions of the laws of that country, as evidenced by its Articles of Incorporation or Documents of Constitution and its Registration documents.
- 4.1.8. Bidders from an eligible country may be excluded if, a) as a matter of law or official regulations of Republic of India prohibits commercial relations with that country or b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Republic of India prohibits any import of goods from that country, contracting of services from that country or any payments to persons or entities in that country.
- 4.1.9. All Bidders/ Bidding consortiums shall provide such evidence of their continued eligibility satisfactory to HUDD, as HUDD shall reasonably request.

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## **4.2. Proposals by Consortiums**

### 4.2.1. In case of Proposals being submitted by Consortiums:

- a. There shall be a maximum of 3 Members in the Consortium at the time of submission of Proposal.
- b. The Consortium shall nominate a Lead Member, who on behalf of the Consortium, shall have the authority to conduct all business for and on behalf of, any and all the partners of the Consortium during the bidding process and in the event the Consortium is awarded the Project, during signing of the Management Agreement.
- c. The Lead Member should meet the Financial Capacity requirements specified in Section 4.4(B).
- d. No change in composition of the Consortium shall be allowed between the Proposal Due Date and the date of issue of Letter of Award.
- e. The Bid shall contain a Joint Bidding Agreement entered into between the Consortium Members. Each Member of the Consortium shall duly sign this Joint Bidding Agreement. The Joint Bidding Agreement entered into between members of the Consortium should be specific to the Project and should fulfill the above requirements, failing which the Proposal shall be considered non-responsive. The Joint Bidding Agreement shall not be amended without the explicit approval of HUDD. The Joint Bidding Agreement shall, inter alia:
  - i. convey intent of the members of the Consortium to work in accordance with this RFP and be jointly and severally responsible and liable to carry out all the responsibilities in case the Project is awarded to the Consortium.
  - ii. clearly outline the roles and responsibilities of each member at each stage of the Project;

## **4.3. Conflict of Interest**

### 4.3.1. Bidders shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest will be disqualified. A Bidder may be considered to have a Conflict of Interest that affects the Bidding Process, if:

- a. Such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is less than 5 % of its paid up and subscribed capital; or
- b. A constituent of such Bidder is also a constituent of another Bidder; or
- c. Such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or
- d. Such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or

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- 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 other's information about, or to influence the Proposal of either or each of the other Bidder; or
  - f. Such Bidder has participated as a consultant to the HUDD in the preparation of any documents, design or technical specifications of the Project.
- 4.3.2. An Associate of the Bidder (or members of Consortium in case of a Consortium Bid) cannot bid for downstream Project development work awarded with funding under the PDF and Contracts on Projects awarded for Projects developed and appraised by the PDA.

#### **4.4. Pre-Qualification Requirements**

- 4.4.1. For the purposes of Pre-Qualification, the Technical and Financial capacity of the Bidder's Associates would also be eligible hereunder. For purposes hereof, Associate means, in relation to the Bidder/Lead Member, a person/firm who controls, is controlled by, or is under the common control with such Bidder / Lead Member (the "Associate"). 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 26% (twenty six 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, whether by operation of law or by contract or otherwise. When the Bidder intends to use its Associate for meeting Technical and / or Financial Capacity requirements, the Bidder should submit a **Letter of Undertaking** from the Associate to **provide guarantee** for meeting the Technical and Financial Capacity requirements of the Bidder and meeting the obligations under this contract.

##### **A. Technical qualifications**

- 4.4.2. To be eligible for pre-qualification and short-listing, the Bidder shall fulfill the minimum Pre-Qualification requirements as per experience under **Category A and Category B** below.
- 4.4.3. **Category A – Experience in Project Transaction advisory services.** Bidder should on his own or as lead member of a consortium possess prior experience in providing transaction advisory support (covering project structuring and bid process) to Government agencies in at least **3 (three) urban infrastructure projects meeting the following requirements:**
- a. Project Bid Process should have been successfully completed during the past 10 years preceding the Proposal Due Date as evidenced by completion of Bid evaluation and identification of Preferred Bidder.
  - b. Should be a Public Private Partnership (PPP) project in the following sub-sectors of urban infrastructure; water supply, waste-water management, solid waste management, bus terminals, urban markets, city bus services and other urban transport projects
  - c. Should have a project cost of Rs. 50 million.

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#### 4.4.4. **Category B – Experience of Preparation of DPRs/ Feasibility study of Urban Projects.**

The Bidder (or one of the Consortium members in case of a Consortium Bid) should have prior experience in preparing Detailed Project Report (DPR) / Feasibility Studies for Government agencies in at least **3 (three) urban infrastructure projects meeting the following requirements:**

- a. Project should have been successfully completed during the past 10 years preceding the Proposal Due Date.
- b. Should be in the following sub-sectors of urban infrastructure; water supply, waste-water management, solid waste management, bus terminals, urban markets, city bus services and other urban transport projects
- c. Should have a project cost of Rs. 50 million.

#### **B. Financial capacity**

4.4.5. For demonstrating Financial Capacity, the Bidder shall fulfill the following minimum requirements in Indian Rupees<sup>2</sup>. In case of a Consortium, the Lead Member should meet the financial criteria.

4.4.6. Bidder (or Lead Member in case of a Consortium) must have

- a. **Average Net worth** of at least **Indian Rupees (INR) 500 million** during the three financial years preceding the Proposal Due Date or
- b. **Average Annual Turnover** higher than **INR 500 million** for the three years preceding the Proposal Due Date.

4.4.7. The computation of Net worth shall be as defined below:

- **Net worth** = Paid up Equity Capital+ Free Reserves + Capital reserves – Revaluation reserves – Intangible assets<sup>3</sup>

4.4.8. Evaluation would be on the basis of a ‘pass-fail’ approach with Bidders meeting the threshold criteria qualifying for opening of Part II - Technical Offer of their Proposal.

4.4.9. Bidders not meeting the threshold criteria would be disqualified and the Part II – Technical Offer and Part III – Financial Offer of their Proposals would be returned to them unopened.

#### **4.5. Change in Ownership and composition of Consortium**

4.5.1. HUDD will not permit the change in ownership of the Bidder or in the composition of a Consortium during the Proposal Evaluation stage (i.e., from the time of submission and issue of Letter of Award to Preferred Bidder). If any change in the composition of consortium is

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<sup>2</sup> The currency for the purpose of the Proposal shall be Indian Rupees only. In case the conversion is required, the conversion to the currency shall be based on the exchange rate (RBI Reference Rate) as was applicable 7 days prior to Proposal Due Date. In all such cases, the original figures in the relevant foreign currency and the Proposal currency equivalent thereof must be given. The date used and exchange rate thereof shall be clearly stated. HUDD reserves the right to use any other suitable exchange rate for the purposes of uniformly evaluating all Bidders.

<sup>3</sup> Including Deferred Revenue Expenditure not written off, Goodwill, Accumulated losses not written off etc.

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brought to notice of HUDD during this period, then the consortium will be disqualified and the Bid Security will be forfeited.

- 4.5.2. In case of any Change in Ownership of the Bidder (or Lead Bidder in case of a consortium) during the course of the Contract, HUDD has the discretion to terminate the contract, though it may choose to continue with the contract if HUDD is convinced of Bidder's ability to continue to meet its obligations under the Contract post such Change in Ownership.

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## **5. EVALUATION OF BIDS**

### **5.1. Confidentiality**

- 5.1.1. HUDD shall ensure that the rules for the bidding proceedings are applied in a non-discriminatory, transparent and objective manner. HUDD shall not provide any information with regard to the Project or the bidding proceedings to any Bidder, which may have the effect of restricting competition in any manner.
- 5.1.2. Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Bidders shall not be disclosed to any person or entity who is not officially involved with the process or is not a retained professional advisor advising HUDD in relation to or matters arising out of, or concerning the Bidding Process. HUDD will treat all information, submitted as part of Proposal, in confidence and will require all those who have access to such material to treat the same.
- 5.1.3. HUDD may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or HUDD.

### **5.2. Clarifications**

- 5.2.1. To facilitate evaluation of Proposals HUDD may at its sole discretion seek clarifications from any Bidder during the evaluation period or thereafter at any time. Such clarification(s) shall be provided within the time specified by HUDD for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing. If a Bidder does not provide clarifications sought within the prescribed time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, HUDD 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 HUDD.
- 5.2.2. Bidders are advised that the evaluation of Proposals will be entirely at the discretion of HUDD. HUDD is not obligated to provide any explanation or justification on any aspect of the Bidding Process or selection will be given.
- 5.2.3. Any information contained in the Proposal shall not in any way be construed as binding on the HUDD, its agents, successors or assigns, but shall be binding against the Bidder if any Project is subsequently awarded to such Bidder under the Bidding Process on the basis of such information.
- 5.2.4. HUDD reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Proposal without assigning any reasons. No Bidder shall have a claim on HUDD of any kind in the case of such cancellation.

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### 5.3. Bid Evaluation Committee

- 5.3.1. HUDD will set up a Bid Evaluation Committee to oversee the process of Bid Evaluation and selection of a Preferred Bidder who would be issued a Letter of Award for induction into the PDA.

### 5.4. Evaluation - Part I – Response to Qualification requirements

- 5.4.1. Part 1 of the Proposal i.e., Response to Qualification requirements shall be opened in the presence of Bidders' representatives, who choose to attend, on the Proposal Due Date itself. The following information will be announced and recorded.

- a. Number of Proposals received.
- b. Names of Bidding Firms / Consortiums.
- c. Particulars of Bid Fees and Bid Security.

- 5.4.2. Proposals for which a notice of withdrawal has been submitted in accordance with Section 3.10 of this RFP shall not be opened. HUDD will subsequently examine and evaluate Proposals in accordance with the provisions set out below.

- 5.4.3. Prior to evaluation of Part-I, HUDD shall determine whether the Proposal is responsive to the requirements of the RFP. Part I of a Proposal received shall be considered responsive if it meets the stipulated conditions including the following:

- a. it contains the Demand Draft for Bid fees and Bid Security
- b. it is received as per marking and sealing instructions specified
- c. it is received by the Proposal Due Date including any extension thereof pursuant to Section 3.8.
- d. it is signed, sealed, bound and marked as stipulated in the RFP
- e. it is accompanied by Power(s) of Attorney as specified in the RFP
- f. it contains all the information (complete in all respects) as requested in this RFP
- g. it contains information in formats same as those specified in this RFP
- h. it is accompanied by the Joint Bidding Agreement (for Consortium), specific to the Project[s], as stipulated in the RFP
- i. it does not contain any condition or qualification; and
- j. it is not non-responsive in terms hereof.

- 5.4.4. HUDD reserves the right to reject any Proposal which has a non-responsive Part-I and no request for alteration, modification, substitution or withdrawal shall be entertained by HUDD in respect of such Proposal.

- 5.4.5. Evaluation would be on the basis of a 'PASS-FAIL' approach with Bidders meeting the eligibility and pre-qualification conditions specified in **chapter 4** qualifying for opening of Part II - Technical Offer of their Proposal.

- 5.4.6. Bidders not meeting the threshold criteria would be disqualified and the Part II – Technical Offer and Part III – Financial Offer of their Proposals would be returned to them unopened.

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5.4.7. After the evaluation of Part I of the Proposal, HUDD would announce the list of shortlisted Bidders who would qualify to move to the next stage of the Evaluation process HUDD would notify the results of the Evaluation Process to the Bidders in writing.

5.4.8. While HUDD would notify also the other Bidders who have not been short-listed, it will not entertain any query or clarification from Bidders who fail to qualify for the second stage of evaluation, namely opening and evaluation of Technical Offers.

## **5.5. Evaluation - Part II - Technical Offer**

5.5.1. After shortlisting of Bidders as explained in section 5.4 above, Part II – Technical Offers of the shortlisted Bidders would be opened.

5.5.2. The Part II - Technical Offer would first be checked for responsiveness with the requirements of the RFP.

5.5.3. If found responsive, the Technical Proposal would be evaluated for adequacy of the same vis-a-vis requirements of the RFP.

5.5.4. Bidders whose Technical Proposals are found responsive will be invited to make a **presentation to the Bid Evaluation Committee on 06.12.2013**. Details of the exact time and venue will be intimated separately to shortlisted bidders.

5.5.5. This will be followed by a comprehensive scoring and evaluation, based on Part I & II of the proposal and the presentation made by Bidder as given below:

<b>Sl. No.</b>	<b>Composite Technical Evaluation – Marking pattern</b>	<b>Marks</b>
<b>1</b>	<b>Firm Experience</b>	<b>40</b>
A	Experience in PPP Transaction Advisory <i>Evaluation would be based on Bidder's experience in PPP project transaction advisory and understanding of issues/challenges and options for effective structuring of PPP projects in urban infrastructure. Scoring be based on submission made by Bidder under Category A of Part I submission and presentation</i>	10
B	Experience in Preparation of DPRs/ Feasibility Study <i>Evaluation would be based on Bidder's experience in developing DPRs and Feasibility studies for urban projects. Scoring would be based on submission made by Bidder under Category B of Part I submission and presentation.</i>	5



Sl. No.	Composite Technical Evaluation – Marking pattern	Marks
C	<p>Experience in Infrastructure Fund Management, Infrastructure lending and Project appraisals.</p> <p><i>Evaluation would be based on Bidder's experience in</i></p> <p>i) <i>managing Infrastructure Funds as a Fund / Asset Manager</i></p> <p>ii) <i>experience in lending to infrastructure projects or managing a loan portfolio of infrastructure projects</i></p> <p>iii) <i>experience in project appraisals and credit assessments of infrastructure projects</i></p> <p><i>Experience in urban infrastructure would get additional marks. Scoring will be based on submission made by Bidder under Form 2 of Part II and presentation</i></p>	15
D	<p>Experience in Fund Mobilization</p> <p><i>Evaluation would be based on Bidders' experience in raising Funds for infrastructure projects and programs from sources other than Government of India or State Government grants.</i></p> <p><i>Scoring will be based on submission made by Bidder under Form 2 of Part II submission and presentation</i></p>	<u>10</u>
<b>2</b>	<b>CVs of Proposed Team</b>	<b>40</b>
<b>A</b>	<b>Core Team (Full time personnel)</b>	<b>25</b>
i)	Team Leader with considerable urban infra. Experience	8
ii)	Project Development Expert	4
iii)	Project Appraisal Expert	4
iv)	Procurement Expert	3
v)	Transaction Management Expert	3
vi)	Project Associates (2 Nos.)	3
<b>B</b>	<b>Pool Resources (Need based part-time personnel)</b>	<b>15</b>
i)	Capacity Building Expert	3
ii)	Legal (urban sector) expert	3
iii)	Water and Sanitation Expert	3
iv)	Environmental and social Expert	3
v)	Transportation Expert	3
<b>3</b>	<b>Approach and Methodology</b>	<b>20</b>
i)	Assessment of Market for financing of Urban projects in Odisha	5

Sl. No.	Composite Technical Evaluation – Marking pattern	Marks
ii)	Approach and Methodology for Project Development and Financing	5
iii)	Approach to preparation of Business Plan for OUIDF and mobilisation of Finance beyond KfW Line of Credit	5
iv)	Work plan and staffing schedule proposed	5
	<b>TOTAL</b>	<b>100</b>

5.5.6. Based on the above evaluation, Bidders will be given a technical score (S<sub>t</sub>) Only Bidders scoring more than 70 marks in the Technical Evaluation would qualify for opening of Part III - Financial Offer. Part III – Financial Offer of Bidders not qualifying post evaluation of Part II-Technical Offer would be returned unopened to the Bidders.

5.5.7. As part of the evaluation, HUDD may request the Bidder for additional information/clarifications from the Bidder as it deems necessary and appropriate.

5.5.8. HUDD reserves the right to reject the Proposal of a Bidder without opening the Part III Financial Offer, if, in its opinion, the contents of Part II - Technical offer are not substantially responsive / adequate vis-à-vis the requirements of this RFP.

## 5.6. Opening of Part III Financial Offer and Final Evaluation

5.6.1. The shortlisted Bidders at the end of the evaluation of Part II – Technical Offer shall be notified and informed of the date and time of opening of Part III - Financial Offers.

5.6.2. The Bid Variable which would form the basis of evaluation of Part III - Financial Proposal of all the Bidders would be the **Success Fee** (quoted in %) for the Project. The scope of Success Fee payment and details of compensation arrangements for the Project are detailed in Volume II – Draft Management Agreement of this RFP.

5.6.3. Part III - Financial Offer of shortlisted Bidders who qualify after evaluation of Part II – Technical Offer shall be opened in the presence of the representatives of shortlisted Bidders, who choose to attend.

5.6.4. The **Success Fee (%)** quoted by shortlisted Bidders in their Financial Proposals shall be read out and recorded.

5.6.5. The Preferred Bidder would be identified based on a consolidated score through a Quality Cum Cost Based Selection as described below:

- a. The Bidder with the Lowest financial offer (F<sub>m</sub>) will be given a financial score (S<sub>f</sub>) of 100 points.
- b. The financial scores of other Bidders will be computed as follows:  $S_f = 100 \times F_m / F_b$  where F<sub>b</sub> is the Financial offer of the respective Bidder.
- c. Proposals will finally be ranked according to their combined technical (S<sub>t</sub>) and financial (S<sub>f</sub>) scores using a weight of 70 % for technical proposal and 30% for financial proposal.

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$$S = St \times 0.7 + Sf \times 0.3$$

- 5.6.6. The Bidder ranked first in accordance with the above procedure would be declared as the Preferred Bidder, as evidenced by the issue of Letter of Intent described in section 5.7.
- 5.6.7. In the event that two or more Bidders quote exactly the same score, then the Bidder securing the higher score in Technical Evaluation will be selected as the Preferred Bidder.
- 5.6.8. The RFP indicates the validity period of the Proposals after the Proposal Due Date. During this period, the Bidder is expected to keep available the professional staff proposed for the assignment. HUDD will make its best effort to complete notification of Preferred Bidder within the period indicated. If HUDD wishes to extend the validity period of the Proposals, Bidders would have the right not to extend the validity of their Proposals.

## **5.7. Notification and Issue of Letter of Intent**

- 5.7.1. Following the Evaluation, HUDD will ascertain that the Preferred Bidder:
- a. Continues to meet the eligibility criteria as given in this RFP;
  - b. Is in complete compliance with the Technical Proposal and Qualifying criteria requirements set out in this RfP document;
  - c. Conforms to all terms, conditions, and specifications of the bidding documents without material deviation or reservation. A material deviation or reservation includes the following:
    - i. It affects in any substantial way the scope, quality, or performance of the Project;
    - ii. It limits in any substantial way, inconsistent with the bidding documents, HUDD's rights or the Bidder's obligations under the Management Agreement;
    - iii. Its rectification would affect unfairly the competitive provision of other Bidders presenting substantially responsive Proposals.
- 5.7.2. The Preferred Bidder would be notified in writing by HUDD as evidenced by issue of a Letter of Intent (LOI) to the Preferred Bidder.

## **5.8. Conditions precedent**

- 5.8.1. The Preferred Bidder shall confirm his acceptance of the LoI issued by HUDD within 15 days as evidenced by signing and sending a copy of the LoI issued and submission of Performance Security for the project of Rupees Fifteen Lakh (Rs. 15,00,000/-) in the form of a Bank Guarantee in favor of the **Orissa Urban Infrastructure Development Fund (OUIDF)** from a Scheduled Commercial Bank in India enforceable at Bhubaneswar.
- 5.8.2. In case, the Preferred Bidder intends to set up the PDA as a Special Purpose Vehicle (SPV), it shall complete the formalities for the same within 30 days of issue of Letter of Intent including Board Resolutions for appointment of Managing Director.

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## **5.9. Issue of Letter of Award and signing of Agreements**

- 5.9.1. Upon completion of Conditions Precedent, the OUIDF Trust Board shall issue a Letter of Award to the Preferred Bidder or the SPV set up by the Preferred Bidder.
- 5.9.2. The Board of PDA shall pass a Board Resolution for entering into a Management Agreement with OUIDF for undertaking the Project within 7 days of issue of LoA.
- 5.9.3. OUIDF and the Preferred Bidder / SPV shall endeavor to sign the Management Agreement within 15 days of issue of LoA.
- 5.9.4. HUDD will notify other Bidders that their Proposals have not been accepted and their Bid Security will be returned as promptly as possible as and in any case not later than 90 days from issue of LoA to the PDA.

## **5.10. HUDD's right to accept or reject Proposal**

- 5.10.1. HUDD reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Contract, without liability or any obligation for such acceptance, rejection or annulment.
- 5.10.2. HUDD reserves the right to invite revised Proposals from Bidders with or without amendment of the RFP at any stage, without liability or any obligation for such invitation and without assigning any reason
- 5.10.3. HUDD reserves the right to reject any Proposal if at any time:
  - a. a material misrepresentation made at any stage in the bidding process is uncovered; or
  - b. the Bidder does not respond promptly and thoroughly to requests for supplement information required for the evaluation of the Proposal.
- 5.10.4. If such disqualification / rejection occurs after the Proposals have been opened and the Preferred Bidder gets disqualified / rejected, then HUDD reserves the right to:
  - a. declare the Bidder with the next lowest evaluation score as the Preferred Bidder and where warranted, invite such Bidder to equal or better the Financial Proposal submitted by such disqualified Preferred Bidder; or
  - b. take any such measure as may be deemed fit in the sole discretion of ULB, including annulment of the bidding process.

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## 6. FORMATS FOR PART I OF PROPOSAL - RESPONSE TO PRE-QUALIFICATION REQUIREMENT

### Form 1 A - Covering Letter for Proposal

*[On Letterhead of the Bidder, or Lead Member in case of Consortium of Firms]*

*Date / Location*

To  
**Special Secretary to Govt.**  
Housing and Urban Development Department  
Government of Odisha

**Sub: RFP Reference No. \_\_\_\_\_ dated \_\_\_\_\_ for setting up a Project Development Agency for managing OUIDF**

*In case of single Bidder*

Being duly authorized to represent (Power of Attorney enclosed) and act on behalf of ..... (please specify Applicant entity name), and having reviewed and fully understood all of the RFP requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of (Name\_of Applicant) for the Project in one (1) original and one (1) copy, with the details as per the requirements of the RfP, for your evaluation.

*In case of Consortium*

Being duly authorized to represent (Power of Attorney enclosed) and act on behalf of ..... (Lead member) as the Lead member of our Consortium and having reviewed and fully understood all of the RFP requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of (Lead member) for the Project in one (1) original and one (1) copy, with the details as per the requirements of the RFP, for your evaluation.

The other consortium members are [specify names of associate consortium member(s)]. The letter of association and power of attorney issued by associate member(s) of the consortium are enclosed.

We hereby declare that we have read the RFP, and abide by the same. We hereby declare that all the information and statements made in this Proposal are true and accept that any misleading information contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Consulting Services related to the assignment not later than the date indicated in the Data Sheet. We understand you are not bound to accept any Proposal you receive.

**Name of the Bidder / (Lead member in case of consortium)**

Signature of the Authorised Person  
Name of the Authorized Person  
Designation of Authorized Person

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**Form 1 B Details of Bidder / Bidding Consortium**

1. (a) Name:  
(b) Country of incorporation:  
(c) Address of the corporate headquarters and its branch office(s), if any, in India:  
(d) Date of incorporation and/ or commencement of business:
  
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project[s]:
  
3. Details of individual(s) who will serve as the point of contact/ communication:  
(a) Name:  
(b) Designation:  
(c) Company:  
(d) Address:  
(e) Telephone Number:  
(f) E-Mail Address:  
(g) Fax Number:
  
4. Particulars of the Authorized Signatory of the Bidder:  
(a) Name:  
(b) Designation:  
(c) Address:  
(d) Phone Number:  
(e) Fax Number:
  
5. In case of a Consortium:  
(a) The information above (1-4) should be provided for all the members of the Consortium.  
(b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 4.2 should be attached to the Proposal.  
(c) Information regarding each member should be provided as per the following table:

<b>Sl. No.</b>	<b>Name of Member</b>	<b>Role in Consortium (whether lead or member)</b>
1		
2		

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**Form 1 C - Power of Attorney for authorized signatory signing the Proposal**

Know all men by these presents, We \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), \_\_\_\_\_ son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is [presently employed with us/ the Lead Member of our Consortium and holding the position of \_\_\_\_\_], as our true and lawful attorney (hereinafter referred to as the "Attorney") 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 Proposals[s] for setting up and taking 100% equity stake in the Project Development Agency to support the OUIDF, including but not limited to signing and submission of all applications, Proposals and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to OUIDF and HUDD, representing us in all matters before the OUIDF and HUDD, signing and execution of all Agreements and undertakings consequent to acceptance of our Proposal, and generally dealing with OUIDF and HUDD in all matters in connection with or relating to or arising out of our Proposal for the said tender and/ or upon award thereof to us and/or till the entering into Agreements with OUIDF and HUDD.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney 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 Attorney 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 \_\_\_\_\_, 20---

FOR -----

(SIGNATURE)

(NAME, TITLE, ADDRESS)

WITNESS:

- 1.
- 2.

(ACCEPTED)

\_\_\_\_\_

(SIGNATURE)

(NAME, TITLE, ADDRESS OF THE ATTORNEY)

[NOTARIZED]

- 
- (a) 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.
  - (b) Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
  - (c) 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.



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**Form 1 D – Joint Bidding Agreement in case of Consortium Proposal**

**(On Non – judicial stamp paper of Rs 100 duly attested by notary public)**

**This Joint Bidding Agreement** entered into this day of 20\_\_ at

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**Among**

\_\_\_\_\_ (hereinafter referred as” ----- ”) and having office at India **Party of the First Part**

**And**

\_\_\_\_\_ (hereinafter referred as” ----- ”) and having office at India **Party of the Second Part**

The parties are individually referred to as **Party** and collectively as **Parties**.

**WHEREAS** Housing and Urban Development Department Government of Odisha has invited Proposals from interested Firms / Consortiums for setting up the Project Development Agency for managing the Odisha Urban Infrastructure Development Fund (OUIDF) by Government of Odisha.

**AND WHEREAS** the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties" rights and obligations towards each other and their working relationship.

**IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:**

1. That the Parties shall acquire the equity in the Project Development Agency (PDA) with the shareholding commitments expressly stated to domicile the Project prior to the start of implementation of the Project.
2. That the aggregate equity share holding of the Parties and their / his Associates, in the issued and paid up capital of the PDA along with the Lock-in period and Minimum Equity state conditions shall be as per the terms of the RFP and the Management Agreement
3. That any dilution in the equity holding by the Parties in the consortium shall be as per the provisions of the Agreements as per terms of the RFP.
4. That the shareholding commitments shall be recorded and no changes shall be allowed thereof, except in accordance with the provisions of the Agreements and the Request for Proposal.
5. That the Parties shall carry out all responsibilities as PDA in line with the RFP and the Agreements signed
6. That the roles and the responsibilities of each Party shall be as follows:

<b>Name of Consortium member</b>	<b>Role (Lead Member or Member)</b>	<b>Responsibilities</b>

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7. That the minimum stake holding of each Party (in percentage term) shall be as follows:

Name of Consortium member	Role	Stake Holding

8. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously. They shall not negotiate with any other party for this Project.

9. That this Joint Bidding Agreement shall be governed in accordance with the laws of India and courts in ----- shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this Joint Bidding Agreement to be duly executed on the date and year above mentioned.

**Name, Designation and Signature of**

Authorised signatory of Party of the first part:

Authorised signatory of Party of the second part:

Authorised signatory of Party of the third part:

Witness 1

Witness 2

---

**Form 1 E - Power of Attorney for the Lead Member of the Consortium**

Whereas, the Housing and Urban Development Department Government of Odisha (HUDD) has invited Proposals from interested parties for setting up an Project Development Agency being set up for managing the Odisha Urban Infrastructure Development Fund (OUIDF) (the Project)

Whereas, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the ----- the same in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the said Project.

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Proposal for the Project[s] and its execution.

**NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS**

We, \_\_\_\_\_ having our registered office at \_\_\_\_\_, M/s. \_\_\_\_\_ having our registered office at \_\_\_\_\_, M/s. \_\_\_\_\_ having our registered office at \_\_\_\_\_, and \_\_\_\_\_ having our registered office at \_\_\_\_\_, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S \_\_\_\_\_ having its registered office at \_\_\_\_\_, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the contract, during the execution of the said Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its Proposal[s] for the Project[s], including but not limited to signing and submission of all applications, Proposals and other documents and writings, participate in Bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of Proposal[s] of the Consortium and generally to represent the Consortium in all its dealings with HUDD, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Proposal[s] for the Project[s] and/ or upon award thereof till the Agreements are entered into as per the terms and conditions of the RFP

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney 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 Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

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**IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_ DAY OF \_\_\_\_ 20\*\***

FOR \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(NAME AND TITLE)

FOR \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(NAME AND TITLE)

FOR \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(NAME AND TITLE)

WITNESS:

- 1.
- 2.

\_\_\_\_\_  
(EXECUTANTS)

(TO BE EXECUTED BY ALL THE MEMBERS OF THE CONSORTIUM)

**[NOTARIZED]**

- (a) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- (b) Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- (c) For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

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**Form 1 F Format for Board Resolution of Companies (if applicable)**

**Format for Lead Member**

“**RESOLVED THAT** approval of the Board be and is hereby granted to join the consortium with and ----- (name and address of the consortium members) for joint submission of Proposal for setting up a Project Development Agency being set up and as described in the RFP reference xxx dated xxx of Housing and Urban Development Department Government of Odisha (HUDD).

“**RESOLVED FURTHER THAT** the “draft” Joint Bidding Agreement to be entered into with the consortium partners (a copy whereof duly initialled by the Chairman is tabled in the meeting) be and is hereby approved.”

“**RESOLVED FURTHER THAT** Mr. ----- (name), (designation) be and is hereby authorised to enter into an Joint Bidding Agreement, on behalf of the company, with the consortium members and to sign the bidding documents on behalf of the consortium for submission of the bidding documents and execute a Power of Attorney in favour of ----- to act as the Lead Member.

**Format for Member**

“**RESOLVED THAT** approval of the Board be and is hereby granted to join the consortium with ----  
----- , ----- and (name and address of the consortium members) for joint submission of Proposal to HUDD .

“**RESOLVED FURTHER THAT** the “draft” Joint Bidding Agreement to be entered into with the consortium partners (a copy whereof duly initialled by the Chairman is tabled in the meeting) be and is hereby approved.”

“**RESOLVED FURTHER THAT** Mr. ----- (name), (designation) be and is hereby authorized to enter into a Joint Bidding Agreement with the consortium members and execute a power of attorney in favour of ----- to act as the Lead Member”

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**Form 1 G Format for Anti-collusion certificate**

**To be executed by lead member, in case of a Consortium**

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Date this .....Day of .....20\_\_.

Name of Bidder

Signature of the Authorised Person

Name of the Authorised Person

Note:

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**Form 1 H - Details and Proof of Technical Capacity\***

\* In case of Consortium, the information in the formats below should be provided for all members of the Consortium.

\* All Experience quoted to demonstrate Technical Capacity should be backed by relevant testimonials / proof such as award letters, completion letters etc.

\* All Experience quoted to demonstrate Technical Capacity should mention references of Client contacts

**1. Category A Transaction Advisory Experience****a. Summary**

<b>Sl. No.</b>	<b>Location</b>	<b>Client</b>	<b>Sector in which project done.</b>	<b>Project description</b>	<b>Year of Award</b>	<b>Project Cost (Rs. Million)</b>	<b>External investment (other than by Government)</b>	<b>Project Status Awarded/ Construction/ Operations/ Term Completed/ Cancelled</b>
1								
2								
3								
4								
5								

**b. Project Data Sheets – provide details of each project in the format enclosed**

ITEM	PARTICULARS OF THE PROJECT
Name of Bidder (Member of Consortium, in case of Consortium Proposal)	
Member Type (in case of Consortium – Lead or Other)	
Sector	
Project Title	
Project Location	
Project Cost	
Name, address and Reference Contact (Name, Designation and contact details) of Client for which project was developed	
Date of commencement of Project	
Date of completion /commissioning	
Current status of the project	
<b><u>Description of the project (not exceeding 150 words):</u></b>	
<b><u>Nature of Services Provided by Bidder:</u></b>	



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## 2. Category B – DPRs/ Feasibility Study Experience

### a. Summary

Sl. No.	Location	Client	Sector in which project done.	Project description	Project Fee (Rs. million)	Start Date	Completion date	Current Status as on PDD date.	Project Cost (Rs. million)
1									
2									
3									
4									
5									

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**b. Project Data Sheets – provide details of each project in the format enclosed**

ITEM	PARTICULARS OF THE PROJECT
Name of Bidder (Member of Consortium, in case of Consortium Proposal)	
Member Type (in case of Consortium – Lead or Other)	
Sector	
Project Title	
Project Location	
Project Cost	
Name, address and Reference Contact (Name, Designation and contact details) of Client for which project was developed	
Date of commencement of Project	
Date of completion /commissioning	
Current status of the project	
<b><u>Description of the project (not exceeding 150 words):</u></b>	
<b><u>Nature of Services Provided by Bidder:</u></b>	

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## Form 1 I - Details and Proof of Financial Capacity

### 1. Financial Capacity

- a. The Bidder should provide the financial capability in either of the following formats based on its own financial statements.

#### Format I – Net Worth

	Net Worth Computation	Year 1	Year 2	Year 3
1	Paid up Equity			
2	Reserves			
3	Revaluation Reserves			
4	Reserves if any			
5	Miscellaneous Expenditure not written off			
6	Profit After Tax			
7	Depreciation			
8	Non Cash Expenditures (other than depreciation)			
	<b>Net worth *</b>			

Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on.

\* Net Worth = (Paid up equity + Reserves) - Revaluation Reserves - Intangible Assets - Miscellaneous Expenditure not written off and carry forward losses)

#### Format II – Annual Turnover

		2012-13	2011-12	2010-11
	<b>Average Annual Turnover</b>			

- b. In case of a Consortium, the information pertaining to all the members of the Consortium should be furnished.
- c. This format should be certified by the Statutory Auditor of the Bidder / (Statutory auditor of respective Consortium Members in case of formats submitted by a Consortium)
- d. In addition, certified copy of Income tax return for relevant year must be submitted along with financial Detail.

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## 7. FORMATS FOR PART II OF PROPOSAL – TECHNICAL OFFER

*In preparing the Technical Offer, Bidders are advised to review the RFP in full including the Project Information Memorandum and Draft Agreements. Bidders are encouraged to undertake required reconnaissance studies, field visits and background research required by the Bidder to ensure that their Technical Offer reflects an appreciation of local issues and local context and meets the requirements, as outlined in the RFP.*

*The detailed formats for submission of Part II Technical Offer are detailed below:*

### **Form 2A – Experience in Infrastructure fund management, infra lending and raising (if applicable)**

(Description should not exceed two pages)

#### **i) Experience in managing an Infrastructure Fund (if applicable)**

Summary of Infrastructure Fund Experience	
Location	
Size of Fund	
No. of years for which Bidder has managed the Fund	
Scope of Fund	
Year of set up	
Current status of the Fund	
Details of the Scope and Operation of the Fund	
Bidder role and responsibilities:	

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Key outcomes and achievements:

**ii) Experience in Infrastructure Lending (if applicable)**

Summary of Infrastructure Fund Experience	
Category	
Size of Loan Book	
Sectors covered in Loan Book	
Qualitative Information on Infrastructure loan Book	
Proof of Incorporation	

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**iii) Experience in Fund raising**

Summary of Fund Raising Experience	
Name of Project	
Size of Funds Mobilised	
Year of Funds Mobilisation	
Brief description of Project and fund-mobilisation role and scope of work	
Source of funding:	

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**Form 2 B – Assessment of Market for external financing of Urban projects in Odisha**

(not more than 10 pages)

Bidders are expected to articulate their understanding of the urban context in Odisha

The focus of evaluation would be on the Bidders understanding of the demographics and institutional context in Odisha and the Bidder's perspective on possible sectors, ULBs of focus for development of bankable urban projects.

**Form 2 C – Proposed Approach and Methodology for Project Development and Financing**

(not more than 15 pages)

Bidders are expected to articulate their approach with respect to handling of activities of the PDA including the following:

- a) Relationship building, Consultations and Capacity building support at ULB level envisaged
- b) Avenues for utilization of Project Development Fund and approach to developing bankable projects
- c) Managing Environment and Social Impacts and Stakeholder involvement during Project development and implementation
- d) Project appraisals, determining financing mix and process for loan sanctions
- e) Loan Management and monitoring repayments, NPA management
- f) Project Monitoring and evaluation
- g) Bidders approach to address bankability concerns would also be evaluated.

**Form 2 D – Plan for mobilization of external Finance beyond KfW Line of Credit**

Bidders are expected to articulate their plan for mobilising external sources of financing beyond KfW Line of credit to ensure continued project development and financing.

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**Form 2E – Staffing Plan****A) Organization structure and staffing plan**

Bidders are expected to provide articulate the initial and ramped up organization structure during the course of the Contract Period.

Towards the staffing of the PDA, a core team of seven (7) full-time experts and an earmarked resource pool of will be envisaged for drawdown support to respond to project needs as identified by OUIDF.

**a) Core Team (full-time expert)**

<b>Sl. No</b>	<b>Position</b>	<b>No of persons</b>	<b>Qualifications</b>	<b>Experience</b>
1	<b>Team Leader and Urban Expert</b>	1	Post-Graduation in Management / Finance / Economics / Urban Planning or Equivalent.	10 years. Experience in Urban Transaction advisory and project development. Leadership role in managing urban project development would be a plus.
2	<b>Project Development Expert</b>	1	Post-Graduation in Engineering/ Finance/ Management/ Urban Planning	10 years Experience in urban domain, municipal finance and project development / PPPs.
3	<b>Project Appraisal Expert</b>	1	Post-Graduation in Finance / Economics	5 years Experience in project evaluation, feasibility evaluation, Project Appraisals / Credit and Financing.
4	<b>Procurement Expert</b>	1	Post-Graduation in Finance / Economics / Legal	5 years Experience in Government and Infrastructure, Procurement and Contracting
5	<b>Transaction Management Expert</b>	1	Post-Graduation in MBA/ Economist/ Engineering/ Urban Planning or C.A or Equivalent.	5 years Experience in Urban Transaction advisory, project development and Contracting.
6	<b>Project Associates</b>	2	Post-Graduation in Economics/ Urban Planning/ Management	2 years Experience of working for a minimum of two years on relevant areas.



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**Pool of shared back-stopping resources from the Bidder:**

**Apart from the above positions, the PDA** is expected to have a back-stopping resource pool available part-time that the Core team has access to in order to bring to the Bidders’ experience and oversight. Bidders are expected to provide a summary (as per table given below) and CVs of select staff for this shared support.

<b>Sl. No</b>	<b>Position</b> (Illustrative. Bidders expected to fill in the extent of shared support they would bring to the project team)	<b>Name of Expert from Bidder(s) pool</b>	<b>Summary of qualifications</b>	<b>Summary of experience</b>
1	Capacity Building Expert (1 Nos.)			
2	Legal (urban sector) expert (1 Nos.)			
3	Water and Sanitation Expert (1 Nos.)			
4	Environmental and social Expert (1 Nos.)			
5	Transportation Expert (1 Nos.)			

**A) Summary of profiles of key experts**

<b>Sl. No</b>	<b>Name and Designation</b>	<b>Education</b>	<b>Experience (Years)</b>	<b>Proposed Role and responsibilities</b>
<b>Core Team</b>				
<b>Shared Support Team</b>				

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**B) Format for CVs**

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm/Entity:

Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned [*List all tasks to be performed under this assignment*]

Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

*[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]*

Name of assignment or project: \_\_\_\_\_

Year: \_\_\_\_\_

Location: \_\_\_\_\_

Client: \_\_\_\_\_

Main project features: \_\_\_\_\_

Positions held: \_\_\_\_\_

Activities performed: \_\_\_\_\_

**Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations.]*

**Education:**

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained.]*

**Employment Record:**

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

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**Languages:**

*[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]*

**Certification**

I certify that (1) to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience; (2) that I am available for the assignment for which I am proposed; and (3) that I am proposed only by one Offeror and under one proposal.

I understand that any wilful misstatement or misrepresentation herein may lead to my disqualification or removal from the selected team undertaking the assignment.

\_\_\_\_\_ Date: \_\_\_\_\_

*[Signature of staff member or authorized representative of the staff]*

*Day/Month/Year*

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## 8. FORMATS FOR PART III OF PROPOSAL – FINANCIAL OFFER

Date:

To,

**Housing and Urban Development Department**  
Government of Odisha

**Sir,**

Sub: Financial Offer

Having gone through this RFP document and the Draft Agreements and having fully understood the Scope of Work for the Project as set out in the RFP.

The Success Fee payable to the PDA would be \_\_\_\_\_ (in Words) % and will be payable on the on following heads as computed, invoiced and payable upon the milestone indicated:

1. **Existing Lines of Credit:** Funds disbursed on Projects from the KfW Line of Credit committed under the OUIDF. Here the Success Fee would be payable at the time of disbursement of funds to the Project(s).
2. **New Lines of Credit:** Funds disbursed from new Lines of Credit raised by the PDA under the OUIDF. Here the Success Fee would be payable at the time of disbursement to the Project(s).
3. **External financing of Project:** Other External Funds raised directly by PDA (with the exception of Funds accessed through government driven bilateral and multilateral arrangements such as KfW, JICA, World Bank, ADB, DFID etc.) from Bond Issues, Commercial Loans by external lenders, and other external investments in projects developed by the PDA. Here the Success Fee would be payable at the time of Financial Closure, as evidenced by signing of appropriate agreements and documentation that connote commitment of resources.

The Success Fee would not be payable on Grant Funds made available by Government of India and Government of Odisha and would be payable only on finances raised from external sources.

The Success Fee is inclusive of all taxes, except for Service Tax which would be charged and recovered by the PDA as applicable.

In case of discrepancy in Figures and Words for the Amount Quoted, the Lowest of the two will be considered.

We confirm that the Financial Proposal conforms to all the terms and conditions stipulated in the RFP including the terms of the Draft Management Agreement enclosed as part of the RFP.

We confirm that our Financial Proposal is FINAL in all respects and contain no conditions. We confirm that, the information submitted in our Financial Proposal is complete and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in

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our Proposal. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to prepare this Financial Proposal, in the event that we are finally selected.

Yours Faithfully,  
For an on behalf of (Name of Bidder)

Duly signed by the Authorized signatory of the Bidder  
(Name, Designation and Address of the Authorized Signatory)