

NIT No: 1020

INVITATION FOR BIDS

Date: 04./09/2023

REQUEST FOR PROPOSAL

**BHILAI MUNICIPAL CORPORATION, CHHATTISGARH INVITES OFFLINE PROPOSALS FOR ENGAGEMENT OF CONSULTING FIRM FOR ASSISTING IN PRE-REQUISITS FOR ISSUING MUNICIPAL BONDS - BMC, CHHATTISGARH**

Details of schedule for the bid are given below:-.

SN	Activity	Timeline & Address
1	Offline Sale/Download date of Tender documents	From 06.09.2023 (10.00 am Hrs) Till 27.09.2023(05.30 pm Hrs) (www.bhilainagarnigam.com)
2	Pre-bid Meeting date	12.09.2023 (11.00 am Hrs.) (At Project Cell, BMC Head Office, Supela, Bhilai, Chhattisgarh)
4	Last date for submission of Bids and hard copy.	27.09.2023 Till (05.30 pm Hrs) through Registered Post/Speed Post in closed Main Envelop which contains Technical Envelop and Financial Envelop at Executive Engineer, Project Cell, Bhilai Municipal Corporation, Chhattisgarh, Pin 490023
5	Opening of Bids	29.09.2023 At 11.00 am Hrs.
6	Date of opening of Commercial bids	To be informed later to technically qualified bidder.
7.	Cost of Bidding Document (Tender Fee)	Tender Fee Rs. 10,000 (Non Refundable) to be paid through DD
8.	EMD	Rs. 1,00,000 (One Lakhs only) (Refundable) in the form of Bank Guarantee (BG)/ FDR From any of the Nationalized Bank in the name of "Commissioner Municipal Corporation Bhilai". Payable at Bhilai, Chhattisgarh.

RFP document shall be available on website: [www.bhilainagarnigam.com](http://www.bhilainagarnigam.com) For Queries & Clarifications, Call at : +91-9165365275 - Mr. Jitendra Thakur, Account Officer, Municipal Corporation Bhilai

  
Executive Engineer  
Municipal Corporation  
Bhilai, Chhattisgarh

RFP FOR SELECTION OF CONSULTANCY FIRM FOR  
ASSISTING IN PRE-REQUISITS FOR ISSUING  
MUNICIPAL BONDS

**BHILAI MUNICIPAL CORPORATION,  
CHHATTISGARH**

## **TENDER**

**NIT: 1020**

**Date: 06.09.2023**

### **DISCLAIMER**

Though adequate care has been taken while preparing the RFP document, the Bidders/Applicants shall satisfy them that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within fifteen (15) days from the date of notification of RFP /Issue of the RFP documents, it shall be considered that the RFP document is complete in all respects and has been received by the Bidder.

Bhilai Municipal Corporation (BMC), Chhattisgarh reserves the right to modify, amend or supplement this RFP document including all formats and Annexure. Any such change would be communicated to the applicants by posting it on the website [www.bhilainagarnigam.com](http://www.bhilainagarnigam.com)

The information provided in this RFP not intended to be an exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this subject.

The issue of this RFP does not imply that the Authority is bound to select an Applicant for the project and the Authority reserves the right to terminate the process at any time without assigning any reasons whatsoever. The Applicant shall bear all its costs associated with or relating to the participation in this process regardless of the conduct or outcome of the process.

Executive Engineer  
Municipal Corporation  
Bhilai, Chhattisgarh

**NIT No: 1020**

**Date: 06/09/2023**

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**REQUEST FOR PROPOSAL**

**BHILAI MUNICIPAL CORPORATION, CHHATTISGARH INVITES OFFLINE PROPOSALS FOR ENGAGEMENT OF CONSULTING FIRM FOR ASSISTING IN PRE-REQUISITS FOR ISSUING MUNICIPAL BONDS – BMC, CHHATTISGARH**

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Executive Engineer  
Municipal Corporation  
Bhilai, Chhattisgarh

## 1. INTRODUCTION

### 1.1 DURATION OF THE ASSIGNMENT

The PMU will be required to provide the desired services for a period of 12 months after signing the agreement with BMC. Notwithstanding anything contained herein above, BMC reserves the right to extend the assignment duration for further 12 months after completion of agreement period on the basis of consultant's performance and outcome of the consultancy.

### 1.2 DUE DILIGENCE BY APPLICANTS

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Details of schedule for the bid.

### 1.3 SALE OF RFP DOCUMENT

RFP document can be downloaded from the website of [www.bhilainagarnigam.com](http://www.bhilainagarnigam.com). However, the bids of only those Applicant shall be considered for evaluation who have made payment of Rs. 10,000/- (Rs Ten thousand only) for the RFP document plus service & gateway charges (If any). Without the copy of acknowledgement of payment bids will not be accepted. The RFP Fee is Non Refundable and is to be paid through Demand Draft (DD) in favor of "Commissioner Municipal Corporation Bhilai". Payable at Bhilai, Chhattisgarh.

### 1.4 Validity of the Proposal

The Proposal shall be valid for a period of 180 days from the Proposal Due Date (the "PDD").

### 1.5 Brief description of the Selection Process

The Authority has adopted a two-stage selection process (collectively the "Selection Process") for evaluating the Proposals comprising of technical bids and financial bids to be submitted by the Applicant. The selection will be done through QCBS (Quality Cum Cost Based Selection). In the first stage, a technical evaluation will be carried out as specified in this RFP. Based on this technical evaluation, a list of shortlisted applicants shall be prepared who will achieve minimum 70 marks.

In the second stage, financial proposal of only such applicants will be opened who obtain minimum qualifying 70 or above Marks prescribed. Out of the technically qualified applicants, the final selection shall be based on Quality cum Cost based selection (QCBS) method with 80:20 ratio. The detailed contents of each Financial Proposal will be subsequently reviewed. The evaluated total price (ETP) for each Financial Proposal will be determined. The score for each Financial Proposal is inversely proportional to its ETP and will be computed as follows:  $-Sf = 100 \times FM/F$

**Where:**

Sf is the financial score of the Financial Proposal being evaluated

FM is the ETP of the lowest priced Financial Proposal

F is the ETP of the Financial Proposal under consideration

The lowest evaluated Financial Proposal will receive the maximum score of 100 marks.

**Combined and Final Evaluation**

Following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. This will be done by applying a weight age of 0.80 (or eighty percent) and 0.20 (or Twenty percent) respectively to the technical and financial scores of each evaluated qualifying Technical and Financial Proposals and then computing the relevant combined total score for each Consultant. The technical and financial scores shall be added and the Contract will be awarded to the agency which scores maximum points and will be invited for contract negotiations.

**Currency conversion rate and payment**

All payments to the Agency shall be made in INR in accordance with the provisions of this RFP. The Agency may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Agency.

**1.6 Schedule of Selection Process**

The Authority would endeavor to adhere to the following schedule:

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

Prospective Applicants may visit the Site and review the available data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the nodal officer.

**Pre-Proposal Conference**

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

**Date and Time:** As mentioned in details of schedule for the bid on 12.09.2023 (11Hrs.)

**Venue:** As mentioned **at** Project Cell, BMC Head Office, Supela, Bhilai, Chhattisgarh

**Official Contact for the proposal**

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

Executive Engineer,  
Project Cell,  
Bhilai Municipal Corporation, Chhattisgarh,  
Pin 490023

The **Official Website** for submission of Offline Bid is:  
[www.bhilainagarnigam.com](http://www.bhilainagarnigam.com)

## 2. INSTRUCTIONS TO THE APPLICANT

### 2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process individually (as the **"Sole Firm"**). No consortium or JV of firms is allowed in response to this invitation. The term applicant (the **"Applicant"**) means the Sole entity or single Firm bidding for this RFP.
- 2.1.2 Applicants are advised that the selection of Agency shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
- 2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority.

### 2.2 Conditions of Eligibility of Applicants and Evaluation Method:

The agency eligible for the bidding process must satisfy the following eligible criteria:

SN	Eligibility Criteria	Supporting Document to be Submitted
1	The Bidder should be an Indian Company registered under the Indian Companies Act 1956/2013 or Partnership firm and it should be in existence for the last 10 years as on date	Certificate of Incorporation/ Partnership deed/ Firm Constitution letter from their governing body should be attached.
2	Bidder should have experience in at least one assignment of assistance in raising Municipal bond/ revenue augmentation/strengthen of financial health/ financial consultancy/ Internal Control review/Audit at Urban Local Bodies and single work order value should be more than 2crores (exclusive of taxes).	Work orders or agreements should be attached.
3	The Bidder should have work experience in at least in 30 ULBs in India	Work orders or agreements should be attached.



4	The bidder should have an average turnover of more than Rs. 2 crores, during the last three FYs (2020-21, 2021-22 and 2022-23)	Audited financial statements should be attached.
5	The Bidder should have financial consulting experience in at-least three projects with the Urban local bodies/Government organizations across India and assignment value should be more than 50 Lakhs.	Work orders or agreements should be attached.
6	The bidder should not have been blacklisted by any State/ Central Govt./ ULB/ Semi Government Organization	An undertaking by an authorized signatory needs to be submitted in this regard.
7	The bidder should have manpower strength of at least 50 Nos. on roll	Declaration on bidders letterhead by authorized signatory/ HR
8	The bidder should have following valid Registrations: - PAN - GST - EPF	Copy of Valid PAN and GST and EPF registration Certificates

- 2.2.1 Evaluation Committee may, at its discretion, call for additional information from the Bidder(s). Such information has to be supplied within the set-out time frame, otherwise the Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of the Bidders and the Proposal is liable to be rejected. Seeking clarifications cannot be treated as acceptance of the proposal.
- 2.2.2 For verification of information submitted by the Bidders, the Committee may visit Bidder's offices at its own cost. The Bidders shall provide all the necessary documents, samples and reference information as desired by the Committee. The Bidders shall also assist the Committee in getting relevant information from the Bidders references, if desired.
- 2.2.3 For calculating the Technical Score (TS) the individual scores, as per respective weight age specified above, will be summed up. **In order to qualify technically, bidders must secure minimum Technical score of 70 in order for them to move to financial evaluation round.**
- 2.2.4 The bidders who achieve the minimum cutoff marks of 70 or more will qualify technically and their bid will be eligible for financial evaluation

Example:

**Bidders Technical Score: Qualified/Non-Qualified bids:**

Bidder 1	88	Qualified
Bidder 2	69	Non-Qualified
Bidder 3	70	Qualified

**Note:** Only technically qualified Proposals (70% & above) shall be considered or financial bid Opening

**DETAILED MARKING SCHEME FOR TECHNICAL EVALUATION**

S N	Criteria	Marks	Documents
<b>1</b>	General Profile of the Firm	50	
A.	Average annual turnover during the last three FYs	5	
	Up to 2 Cr.	0	Audited Annual Financial statements
	More than 2 Cr. but up to 3 Cr.	2	
	More than 3 Cr. but up to 5 Cr.	4	
	More than 5 Cr.	5	
B.	The Bidder should have financial consulting experience with the Urban local bodies/ Government organizations across India and assignment value should be more than 50 Lakhs.	10	
	Up to 5 Assignments	0	Work orders or agreements should be attached.
	More than 5 but up 7 Assignments	3	
	More than 7 but up 10 Assignments	5	
	More than 10 Assignments	10	
C.	Bidder should have in the assignment of assistance in raising Municipal bond/ revenue augmentation/ strengthen of financial health/ financial consultancy/ Internal Control review/Audit at Urban Local Bodies and single work order value should be more than 2 crores (exclusive of taxes).	15	
	1 Assignment	5	Work orders or agreements should be attached.
	2 Assignments	10	
	3 Assignments or more	15	
D.	Experience of the agency in ULBs of India as lead firm/ sole firm only	10	
	Up to 30 ULBs	0	Work orders or agreements should be attached.
	More than 30 ULB but up to 50 ULBs	3	
	More than 50 ULB but up to 100 ULBs	5	
	More than 100 ULBs	10	

E.	Experience of the agency in Municipal Corporation across India towards providing of financial consultancy (For counting, Municipal Corporation should be different) as lead firm/ sole firm only	5	
	Up to 3	0	Work orders or agreements should be attached.
	More than 3 but up to 5	2	
	More than 5 but up to 8	3	
	More than 8	5	
G.	Quality accreditation	5	
	ISO 9001:2015	5	Copy of ISO Certificate
<b>2</b>	<b>Approach &amp; Methodology for proposed assignment</b>	<b>35</b>	
	Understanding of Objectives	2	Approach and Methodology
	Approach & Methodology	15	
	Work Plan	3	
	Presentation	15	Physical Presentation will be at later stage. Communicate separately
<b>3.</b>	<b>Key- Professionals</b>	<b>15</b>	
	Team Leader (1 post)	5	Curriculum Vitae
	Subject Experts (4 post) 2.5 marks each	10	
	<b>Total</b>	<b>100</b>	

## 2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.3.2 The Authority requires that the Agency provides professional, objective, and consideration for future work. The Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

## **2.4 Number of Proposals**

No Applicant shall submit more than one Application for the Consultancy.

## **2.5 Cost of Proposal**

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## **2.6 Site visit and verification of information**

Applicants are encouraged to submit their respective Proposals after visiting BMC, Chhattisgarh and collection of site data required if any.

## **2.7 Acknowledgement by Applicant**

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

- made a complete and careful examination of the RFP;
- received all relevant information requested from the Authority;
- acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to all the above given Clauses;
- satisfied itself about all matters, things and information, including matters referred to all the above given Clauses herein, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- acknowledged that it does not have a Conflict of Interest; and
- Agreed to be bound by the undertaking provided by it under and in terms hereof.

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

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

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

2.8.2 Without prejudice to the generality of above sub-clause, the Authority reserves the right to reject any Proposal if:

- at any time, a material misrepresentation is made or discovered, or
- The Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
- Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the L1 ranking Applicant gets disqualified/ rejected, then the Authority reserves the

right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

### **3. Clarifications**

- 3.1.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing by e-mail so as to reach before the date mentioned in the Schedule of Selection Process.
- 3.1.2 The Authority shall endeavor to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date.
- 3.1.3 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing shall be construed as obliging the Authority to respond to any question or to provide any clarification and under such conditions the provision under RFP shall prevail.

### **4. Amendment of RFP**

- 4.1.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Corrigendum / Amendment and posting it on the Official Website.
- 4.1.2 All such amendments/corrigendum/addendums will be posted on the Official Website and will be binding on all Applicants. Amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

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

### **5.1 Language**

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

### **5.2 Format and signing of Proposal**

- 5.2.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 5.2.2 The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page. In case of printed and published Documents also each pages shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the

"Authorized Representative") as detailed below:

- by a partner, in case of a partnership firm and/or a limited liability partnership; or
- by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or

A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I shall accompany the Proposal.

- 5.2.3 Applicants should note the PDD, as specified in this RFP, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents submitted Offline by the closing time of PDD. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material.

### **5.3 Technical Proposal**

- 5.3.1 Applicants shall submit technical proposal offline at Executive Engineer, Project Cell, Bhilai Municipal Corporation, Chhattisgarh, Pin 490023 in the formats at Appendix-I (the "Technical Proposal") and shall also submit the proposal in physical form at the client address in original on or before the date and time mentioned in this RFP.
- 5.3.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:
- The Bid Security/ EMD is submitted as per the provisions laid down in this RFP.
  - All forms are submitted in the prescribed formats and signed by the prescribed signatories;
  - Power of attorney, if applicable, is executed as per Applicable Laws;
- 5.3.3 Failure to comply with the requirements spelt out in this above Clauses shall make the Proposal liable to be rejected.
- 5.3.4 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority hereunder.
- 5.3.5 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Agency either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary

contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Applicant or Agency, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

#### **5.4 Financial Proposal**

5.4.1 The Financial Proposal shall be submitted Offline only and in the formats at Appendix- II (the "Financial Proposal") clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail following:

- All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover overall cost for providing Financial Consultancy services to BMC as per scope given in this RFP.
- The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under the Financial Proposal.
- Costs shall be expressed in INR only.

#### **5.5 Submission of Proposal**

5.5.1 The Applicants shall submit the Technical Proposal Offline as well as in physical form as per date and time mentioned in this RFP. However, the Financial Proposal shall be submitted offline as mentioned. In case the Applicants are unable to submit the hard copy on or before the date and time mentioned then the Bids shall be liable for rejection. Only those physically submitted documents regarding Technical Proposals and Financial Proposals will be acceptable and considered.

5.5.2 The completed Proposal must be submitted offline on or before the specified time on PDD. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained. Technical Proposal and Financial Proposal shall be submitted in Physical form in original and the scanned copy in PDF shall be uploaded on the [www.bhilainagarnigam.com](http://www.bhilainagarnigam.com) duly digitally signed.

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

## **5.6 Proposal Due Date**

- 5.6.1 Proposal should be submitted on or before the Proposal Due Date specified in bid schedule at the address provided in the manner and form as detailed in this RFP
- 5.6.2 The Authority may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause mentioned above uniformly for all Applicants.

## **5.7 Late Proposals**

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

## **5.8 Bid Security**

- 5.8.1 The Applicant shall furnish as part of its Proposal, a bid security/ EMD of Rs. 1,00,000 (Rupees One Lakh) (Refundable) payable in the form of Bank Guarantee (BG)/FDR in the name of "Commissioner Municipal Corporation, Bhilai " valid for 5 years.
- 5.8.2 In the event that the first ranked Applicant commences the assignment as required the Authority shall return the Bid Security of all other applicant promptly. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement and submitting Performance Bank.
- 5.8.3 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 5.8.4 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 5.8.5 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- If an Applicant engages in any of the Prohibited Practices;
  - If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
  - In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments after its selection;
  - In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in this RFP; or



- If the Applicant is found to have a Conflict of Interest as specified in Clause given overleaf.

## **5.9 Performance Security**

- 5.9.1 Remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:
- if an Applicant engages in any of the Prohibited Practices;
  - if the Applicant is found to have a Conflict of Interest as specified overleaf; and
  - If the Selected Applicant commits a breach of the Agreement.
- 5.9.2 An amount equal to 3% (Three Percent) of the Contract Value shall be deemed to be the Performance Security in the form of Bank Guarantee for the purposes of this Clause, which may be forfeited and appropriated in accordance with the provisions hereof. The performance security should remain valid for the entire duration of contract.

## **6. EVALUATION PROCESS**

### **6.1 Evaluation of Proposals**

- 6.1.1 The Authority shall open the Proposals on the PDD. The envelopes marked "Technical Proposal" shall be opened first.
- 6.1.2 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
- the Technical Proposal is received in the form specified;
  - it is received by the PDD including any extension thereof;
  - it does not contain any condition or qualification; and
  - It is not non-responsive in terms hereof.
- 6.1.3 The Authority reserves the right to reject any Proposal, which is non-responsive, and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 6.1.4 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified in this RFP and the criteria set out in this RFP.
- 6.1.5 After the technical evaluation, the Authority shall prepare a list of pre-qualified Applicants for opening of their Financial Proposals. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection based on the QCBS Method.
- 6.1.6 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or

justification in respect of any aspect of the Selection Process or Selection.

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

## **6.2 Confidentiality**

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

## **6.3 Clarifications**

- 6.3.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 6.3.2 If an Applicant does not provide clarifications sought above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

## **7. APPOINTMENT OF AGENCY**

### **7.1 Negotiations**

The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Agency under this RFP. Issues such as deployment of Personnel, understanding of the RFP, strategy and roadmap, methodology and quality of the work plan shall be discussed during negotiations. The negotiations shall conclude with a review of amended draft contract and preparation of minutes of negotiation both of which shall be signed by the authority's' and the applicant's authorized representative. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

### **7.2 Indemnity**

The Agency shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in services by Agency appointed.

### **7.3 Award of Consultancy**

After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest-ranking Applicant may be considered.

### **7.4 Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within 15 working days. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

### **7.5 Commencement of assignment**

The Agency shall commence the Services at the Project site within 14 (fourteen) days from the date of execution of Agreement or such other date as may be mutually agreed. If the Agency fails to either sign the Agreement or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of this RFP.

### **7.6 Proprietary data**

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

## **8. CRITERIA FOR EVALUATION**

### **8.1 Evaluation of Technical Proposals**

- 8.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of eligibility criteria, Applicant’s experience, its understanding of TOR, proposed methodology and Work Plan. Only those Applicants who are successful in this evaluation shall qualify for further consideration and financial opening.
- 8.1.2 The bidders are advised to submit valid work orders/Agreement with client against experience credentials. Only the bidder who achieves minimum of

70 marks during technical evaluation will be declared as qualified for financial evaluation.

## **8.2 Evaluation of Financial Proposals**

- 8.2.1 All the applicant whose bids qualify the technical stage will be eligible for financial opening stage. The financial proposal will be opened at a predefined time and venue and in front of representative of bidders who qualify technical round and choses to attend. The bids will be evaluated as per. QCBS selection basis.
- 8.2.2 The bidders should clearly mention the total price as per scope of this RFP and should be in words and figures both inclusive of all taxes.
- 8.2.3 In case of discrepancies in word and figure amount, the amount written in word shall be considered final.

## **9. FRAUD AND CORRUPT PRACTICES**

- 9.1.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.
- 9.1.2 Without prejudice to the rights of the Authority hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process
- 9.1.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
  - **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with

matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Agency/ adviser of the Authority in relation to any matter concerning the Project;

- **"Fraudulent practice"** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- **"Coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- **"Undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **10. PRE-PROPOSAL/PRE-BID CONFERENCE**

10.1.1 Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. The queries shall be submitted to the Authority via email on the email address as specified and within the stipulated time.

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

## **11. MISCELLANEOUS**

11.1.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

11.1.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- consult with any Applicant in order to receive clarification or further information;
- retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
- Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

11.1.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

11.1.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

11.1.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

## **SCHEDULES**

## **Terms of Reference (TOR)**

### **1. INTRODUCTION**

- Bhilai is a city in Durg district of the Indian state of Chhattisgarh, in eastern central India. Along with its twin-city Durg, the urban agglomeration of Durg-Bhilainagar has a population of more than a million, making it the second-largest urban area in Chhattisgarh after Raipur. Bhilai is a major industrial city as well as an education hub of central India.
- Bhilai village was a small village until 1956, the population was 350 in the year 1955. In march 14, 1955 an agreement between the Government of India and the then Soviet Union, to establish a one million capacity steel plant, it was not only the transmutation of the bhilai, but the transmutation of hundreds of villages nestled around it.
- The city is home to several industries like Bhilai Steel Plant, Jaypee Cement, Orient Cement, NSPCL Bhilai Power Plant, Steel Authority of India, FSNL and ACC Cement. The city is home to Indian Institute of Technology Bhilai, Bhilai Institute of Technology Durg.
- Ministry of Urban Development, Government of India Urban has launched "AMRUT" mission for development of urban infrastructure. 500 cities with population of above one lac will be covered under "AMRUT". The Government of India proposes to invest Rs. 50 K crores under "AMRUT" mission over the next five years, which will be supplemented by additional grants from the respective State Government. However, it is anticipated that grants from the Government of India and State Government alone may not be adequate to finance the infrastructure investments envisaged under this mission and ULBs may have to leverage additional resources through municipal borrowings and PPP interventions. In order to encourage commercial borrowings by ULBs, the Government of India has proposed credit rating of ULBs as one of the reform milestones under "AMRUT".
- Based on the experience with the credit rating of ULBs carried out under an earlier mission, the Government of India understands that only a small percentage of ULBs may obtain the credit rating levels (Rating – A Category & above) necessary for accessing the capital markets by issuing municipal bonds. However, some of the lower rated ULBs may be able to borrow from the term loan market with the use of suitable credit enhancements. In order to facilitate access to the commercial loan market apart from the capital markets, the Government of India proposes to set up a National Municipal Credit database where credit ratings and credit scores and credit related information of the 500 cities covered under "AMRUT" will be captured initially. The credit scoring model is expected to provide quantitative scores on a number of parameters which would help ULBs understand how they are faring vis-a-viz other ULBs and changes in scores over time (not necessarily translating in to a rating change as credit rating comprises other risk factors which may not be captured by



measurable indicators alone) would help ULBs understand the impact of their reform initiatives.

- Bhilai Municipal corporation intends to engage consulting agencies for improving financial health of ULB, identification of development projects for public borrowings, assisting in improved credit rating/ credit scores with ultimate objective to raise development funds by issuing municipal bond.

## 2. OBJECTIVES OF ASSIGNMENT

The role of raising municipal bonds is to secure funding for public projects and initiatives, such as infrastructure development, public services, and community improvements. The objective is to meet the financial needs of BMC, support economic growth, and address pressing community demands while spreading the costs over time. Before initiating the process of raising municipal bonds, there is pre-requisites to make BMC eligible for raising municipal bonds, hence, there is an immediate need of hiring a consulting agency that will assess the pre-requisite capability of BMC and undertake the necessary activities with the following objectives:

- To enhance the overall financial health of the municipality.
- To enhance credit rating assigned to the BMC
- To identify and prioritize suitable development projects
- To optimize BMC debt portfolio

## 3. Scope of Work

The broad outline of the scope of service would include but not limited to:

- **Financial Health assessment:**
  - ✓ The consultant would conduct a comprehensive financial analysis of the municipal corporation to assess its current financial position, revenue streams, expenditure patterns, and debt levels.
  - ✓ Identification of financial areas of improvement and areas that need attention.
  - ✓ Identify financial inefficiencies
  - ✓ Develop and implement strategies for improving financial health and sustainability.
- **Budgetary Planning and Management:**
  - ✓ The consultant would assist in preparing a well-structured budget that aligns with the municipality's strategic goals.
  - ✓ Identification of revenue sources, cost-saving measures, and streamlining expenses to ensure fiscal discipline.
  - ✓ Develop financial projections and models to aid in long-term financial planning.
- **Debt Management:**
  - ✓ In case of debt, assessment of the existing debt of the BMC and help in devising debt management strategy to optimize debt

repayment and reduce borrowing costs.

- **Credit Rating Enhancement:**

- ✓ Evaluate the BMC current credit rating and credit profile.
- ✓ Identify the key factors affecting the credit rating and develop a plan to address any weaknesses. Suggested parameters for the municipal credit scoring model include:
  - i. Legal Framework
    - a. Functional Domain
    - b. Taxing Powers
    - c. Borrowing Powers
  - ii. Economic Base & Demographics
    - a. Level of Economic Activity
    - b. Socio-economic Profile
    - c. Other Drivers for Economic growth (diversity of economic activities)
  - iii. Service Delivery
    - a. Current Service Levels
    - b. Proposed Investment Plans and Impact on Service Levels
  - iv. Managerial Assessment
    - a. Track Record in:
      - i. Property Tax Reforms
      - ii. Revising user charges (extent of cost recovery)
      - iii. Expenditure Management
      - iv. Use of Technology to Improve Service Delivery
      - v. Leveraging Resources
  - v. Financial Performance
    - a. Revenue: Growth trends and diversity
      - i. Own tax sources
      - ii. Grants / Fiscal transfers (level of dependence on State Government)
      - iii. User Charges and other Non-Tax Revenues
    - b. Quality of Expenditure (Establishment expenditure, O&M expenditure)
    - c. Performance on Revenue Account: Operating surplus, revenue surplus, overall surplus, liquidity
    - d. Surplus/deficit vis-a-vis the Capital Investments
    - e. Debt Management
      - i. Debt servicing in proportion to revenue receipts
      - ii. Interest cover
    - f. Collection Efficiencies
      - i. User charges
      - ii. Property tax & other municipal taxes
- ✓ Imparting financial policies and practices that can positively impact the credit rating.

- ✓ Assist in preparing and presenting information to credit rating agencies to secure a higher credit rating.

- **Identification of development projects**

- ✓ Conduct a comprehensive assessment of BMC infrastructure needs and prioritize projects that are critical for the city development.
- ✓ Studying existing infrastructure, identifying gaps, and understanding the growth projections and demographic trends in the city.
- ✓ Conduct a thorough assessment of potential development projects and initiatives that align with the BMC priorities and have the potential to attract investors.
- ✓ Detailed feasibility studies to assess their project cost, financial viability, potential return on investment, risk associated and impact of each identified project.
- ✓ Due diligence and financial analysis on the proposed projects to ensure their feasibility and viability. This includes analyzing revenue projections, cost estimates, and potential risks associated with the projects.
- ✓ Identify a list of potential development projects suitable for funding through municipal bonds. These projects could include improvements to transportation networks, water supply systems, sewage systems, waste management, public buildings, and other critical infrastructure.

- **Compliances**

- ✓ Assist in structuring the bond issuance, including determining the appropriate size, tenor, interest rates, and other terms.
- ✓ Prepare a comprehensive bond offering policy document that includes all relevant financial and project-related information for potential investors.
- ✓ Assist in necessary documentation and compliance that facilitates a smooth initiation of bond issuance process.

- **Risk Management:**

- ✓ Identify and assess financial risks associated with the bond issuance and development projects.
- ✓ Develop and implement risk mitigation strategies to safeguard the BMC financial interests and protect investors.

- **Capacity Building and Training:**

- ✓ Provide training and knowledge transfer to BMC staff to enhance their understanding of financial management, credit rating improvement, and bond issuance processes.
- ✓ Organize workshops focused on urban development, where BMC representatives, experts, and other stakeholders can gather to discuss and share knowledge on various topics such as urban planning, governance, infrastructure development, sustainable development etc.
- ✓ Organize training programs and capacity-building initiatives for BMC staff. These programs can cover areas such as urban governance, project management, financial planning, citizen

engagement, and sustainable development practices, enabling them to enhance their skills and knowledge.

- ✓ Training need assessment at all level like ULB, elected persons and other stakeholders
- ✓ Development of training plan, strategy and training courseware according to the category of audience
- ✓ Imparting training sessions to the various stakeholders according to the approved training plan

- **Coordination and Communication:**

- ✓ Collaborate closely with the ULB finance team and other relevant stakeholders throughout the engagement.
- ✓ Ensure effective communication channels to address any queries or concerns promptly.

#### 4. EXPERTISE AND INPUTS

##### I. Team Composition – Key Experts

SN	Name of Position	Nos.	Man Months
1.	Team Leader cum Urban Development Expert	1	12
2.	Municipal cum Civil Expert	1	12
3.	Urban Revenue cum Finance Expert	1	12
4.	Legal Expert	1	4
5.	Capacity & Training Expert	1	4
	<b>Total (A1)</b>	<b>5</b>	<b>44</b>

##### II. Team Composition - Non Key Experts

SN	Name of Position	Nos.	Man-Months
1.	Support Staff (Various domain as per requirement)	3	36
	<b>Total (A2)</b>	<b>3</b>	<b>36</b>

##### III. Qualification Requirements for the Key experts

SN	Position	Qualification Requirement
1.	Team Leader cum Urban Development Expert	Post Graduate in Civil Engineering with experience of 10 years in management of similar Projects, in which there should be at least 5 years' experience in working as:  i) TL/DTL for Urban Projects or ii) Working in Urban Projects at Senior Positions.
2.	Municipal cum Civil Expert	Post Graduate in civil/ environmental with 5 years' Experience in Design of all types of Structures incl. Bridges, flyovers, Underpass, Parking & water retaining structures and dealing with Environmental Issues & preparing of IEE, EMP.
3.	Urban Revenue cum Finance Expert	Master's degree in Finance / Chartered Accountant with 5 years of experience in dealing with Financial Management issues
4.	Legal Expert	Master's degree in Law with 5 years of experience in compliance and legal matter. Preference would be given who has handled the municipal bonds/ fund raising activities for

		ULB/ other organizations
5.	Training Expert	Degree in communication with 5 years of experience in municipal training and capacity building and handling

#### IV. Qualification Requirements for the Non Key Experts

S N	Position	Qualification Requirement	Responsibility
1.	Support staff	Graduate with 2 years of experience in relevant domain	Delivering services in supervision of key experts in the relevant domain assigned

#### 5. Client will be responsible to provide to the Consultant:

- Office space (for day-day-day working) and sitting arrangement
- Access to all books, registers, and records during office hours and permission to take notes and photocopies under the signature of the BMC officials

#### 6. Project Reviews

The performance of the Consultant will be reviewed by BMC at regular intervals. Based on the reviews, the BMC will suggest the Consultant for the measures to improve the performance in the execution of project component. Before proceeding for next stage there shall be a detailed review of the Consultant's work performance in the previous stages.

#### 7. Reporting Requirements, Time Schedule for Deliverables and Payment terms

- ✓ a. A comprehensive financial health assessment report, including recommendations for improvement.
- ✓ b. A credit rating enhancement plan with specific actions and timelines.
- ✓ c. A list of prioritized development projects with financial feasibility assessments.
- ✓ d. A well-structured bond offering document.
- ✓ e. Training materials and knowledge transfer documentation.

SN	Report	Timeline	Payment Terms
1.	<b>Inception Report</b>  <b>Major Contains:</b> <ul style="list-style-type: none"> <li>➤ Existing status of every activity of scope</li> <li>➤ Proposed Approach, methodology, work plan and staffing schedule for the project activities and schedule for</li> </ul>	Within 30 days of mobilization	<b>Inception Report - 10%</b>  (Within 30 days of submission and approval of inception report)

	<i>deliverables etc.</i>		
2.	<b>Monthly and Quarterly Progress Reports (MPR and QPR)</b>  <b>Major contains:</b> <i>Covering progress, status and action plan on all scope points</i>	<b>MPR</b> – Within 10 days of end of every month  <b>QPR</b> – Within 20 days of end of every quarter	<b>MPR – 70%</b> <i>Payment in equal monthly instalments within 30 days of submission and approval of MPR</i>  <b>QPR – 10%</b> <i>Payment in equal quarterly instalments, within 30 days of submission and approval of QPR</i>
3.	<b>Final Report</b>  <b>Major contains:</b> <i>Covering final outcome/ reporting on all scope points</i>	At the end of the project	<b>Final Report – 10%</b> <i>(Within 30 days of submission and approval of Final report)</i>

Appendices

APPENDIX-I  
(See Clause 2.1.3)  
**TECHNICAL PROPOSAL**  
Form-1

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

**Sub:** Appointment of Agency for .....

**Dear Sir,**

1. With reference to your RFP Document dated , I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal. The proposal is unconditional and unqualified.
2. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We agree to keep this offer valid for 180 (One Hundred eighty Days) days from the PDD specified in the RFP.
6. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours

faithfully,

-I

### Particulars of the Applicant

Title of Consultancy:
Title of Project:
State the following: Name of Firm/Agency: Legal status (e.g. sole proprietorship or partnership): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Authorized signatory of the Applicant: Name: Designation: Company: Address: Phone No.: E-mail address:
(i) Name of Firm: (ii) Legal Status and country of incorporation (iii) Registered address and principal place of business.
(Signature, name and designation of the authorized signatory)  For and on behalf of.....



**APPENDIX-I**  
**Form-3**

**Statement of Legal Capacity**

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

Ref. Date:

To,

.....

.....

.....

Dear Sir,

Sub: Appointment of Appointment of Agency for .....

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

I/We have agreed that .....  
(insert Applicant's name) will act as the terms of this RFP.

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

Yours faithfully,

(Signature, name and designation of the authorized signatory

For        and        on        behalf  
of.....

**APPENDIX-I**  
**Form-4**

**Power of Attorney**

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

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

IN WITNESS WHEREOF WE, \_\_\_\_\_ THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF ....., 20.....

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

.....

(Signature, name, designation and address of the Attorney)

**APPENDIX-I**

**Form-5**

**Financial Capacity of the Applicant**

<b>S. No.</b>	<b>Financial Year</b>	<b>Net worth (Rs.)</b>	<b>Annual Professional Fee from Advisory and Consultancy Services (Rs)</b>
1.	2021-22		
2.	2020-21		
3.	2019-20		
Average			
<p>(Signature, name and designation of the authorized signatory)</p>			

***Note: Copy of audit annual financial statement shall be attached with the proposal.***

**APPENDIX-I**

**Form-6**

**DESCRIPTION OF METHODOLOGY, STRATEGY AND WORK APPROACH**

A description of the understanding of scope of work, approach and methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and work plan. Please explain your understanding of the objectives of the project as outlined in the section above, the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output.

**APPENDIX-I**

**Form-7**

**Abstract of Assignments of the Applicant**

<b>S. No.</b>	<b>Name of the Project</b>	<b>Name of Client</b>	<b>Period of assignment</b>	<b>Value of assignment (Rs.)</b>
1				
2				
3				
4				
5				
n				

**APPENDIX-I**  
**Form-8**

**Assignments of Applicant**

1.	Project Category and Sub-Category
2.	Name of client:
3.	Assignment name:
4.	Approx. value of the consultancy contract (in Rupees):
5.	Approx. value of the services provided by your company under the consultancy contract (in Rupees):
6.	Duration of Assignment/job (months) :
7.	Client address:
8.	In case of consortium, whether your company was Lead member or other consortium member:
9.	Total No of staff-months of the Assignment:
10.	Total No of staff-months provided by your company:
11.	Start date (month/year):
12.	Completion date (month/year):
13.	Description of actual Assignment/ provided by your staff within the Assignment:

**APPENDIX-I**  
**Form-9**

**TEAM COMPOSITION, TASK ASSIGNMENTS AND SUMMARY OF CV  
INCORMATION**

**Team Leader and Key Professionals**

<b>Name</b>	<b>Area of Expertise</b>	<b>Position Assigned</b>	<b>Education/ Degree (Year/Institution)</b>	<b>No. of years of relevant project experience</b>

**Support Staff**

<b>S.N.</b>	<b>Name</b>	<b>Position</b>	<b>Task Assignment</b>

**APPENDIX-I**

**Form-10**

**CURRICULAMVITAE (CV) FOR PROPOSED EXPERTS**

*[Summary of CV: Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV]*

1. Proposed Position *[only one candidate shall be nominated for each position]:*

2. Name of Firm *[Insert name of firm proposing the expert]:*

3. Name of Expert *[Insert full name]:* \_\_\_\_\_

4. Date of Birth: \_\_\_\_\_ Citizenship: \_\_\_\_\_

5. Education *[Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]:*

6. Membership of Professional Associations: \_\_\_\_\_

7. Other Training *[Indicate significant training since degrees under 5 - Education were obtained]:*

8. Publication: *[List of details of major technical reports /papers published in recognized national and international journals]*

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

10. Employment Record *[Starting with present position, list in reversed order, every employment held. From [Year) to Year*

11. Detailed Tasks Assigned <i>[List all tasks to be performed under this assignment]</i>	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned Name of assignment or project: ____ Year: ____ Location: ____ Client: ____ Main project features: ____ Positions held: ____ Activities performed: ____
-------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

13. Certification:

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

- (i) This CV correctly describes my qualifications and my experience.
- (ii) I am not employed by the Executing/ Implementing Agency.
- (iii) *I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage myself in any other assignment during the currency of this assignment on the project*
- (iv) *I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes myself my qualification and my experience*

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged. Date: *[Day/Month/Year]*

*[Signature of expert or authorized representative of the firm]*

Full name of authorized representative:



**APPENDIX-I**  
**Form-11**

**Declaration of Non-Blacklisting (To be provided on the Company letter head)**

Declaration for Bidder:

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Chhattisgarh, India

Place

Date

Subject: Self Declaration of not been blacklisted in response to the  
Request for Proposal for Selection of Agency  
for.....

Ref: RFP No. <<.....>> **dated** <<>>

Dear Sir,

We confirm that our company or firm is currently not blacklisted in any manner what so ever by any of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Lead Bidder)

Name

Designation

**Seal**

Date:

Place:

Business

Address:

**APPENDIX-I**  
**Form-12**

**Format IF Bank Guarantee for Earnest Money Deposit**

To,

<Name>  
<Designation>  
<Address>  
<Phone Nos.>  
<Fax Nos.>  
<Email id>

Whereas <<Name of the bidder>> (hereinafter called Contractor) has submitted the bid for Submission of RFP <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to <<BMC>>.

Know all Men by these presents that we <<... >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<\_\_\_\_\_>> (hereinafter called "the BMC") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said BMC, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this <<Date>>. The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the BMC during the period of validity of bid
  - (a) Withdraws his participation from the bid during the period of validity of bid document; or
  - (b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the BMC up to the above amount upon receipt of its first written demand, without the BMC having to substantiate its demand, provided that in its demand the BMC will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOT WITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- II. This Bank Guarantee shall be valid up to <<*insert date*>>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

**APPENDIX-II**

**FINANCIAL PROPOSAL**

**Form-1**

**Covering Letter**

(On Applicant's letter head)  
(Date and Reference) To,

\_\_\_\_\_

**Subject:** Appointment of Agency for .....

Dear Sir,

I/We, (Applicant's name) herewith  
enclose the Financial Proposal for selection of my/our firm  
as Agency for above assignment at BMC Chhattisgarh as  
indicated above.

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

Yours faithfully,

(Signature, name and designation  
of the authorized signatory)

## **APPENDIX-II**

### **Form-2**

#### **Summary of Costs:**

S No	Description of Services	Consultancy Fee in INR	
		(In figures)	(In words)
[A]	Cost of Remuneration [Total As per Form 3]		
[B]	Cost of Reimbursement [Total As per Form 4]		
[C]	Out of Pocket Expenses @ ....% of (A) above		
[D]	<b>Add :</b> GST per prevailing rates		
[E]	Total Consultancy fee including GST [A]+[B] +[C]+ [D]		

Note:

- The quantum of work is an indicative quantity.
- The amount is inclusive of all taxes including GST.
- Evaluation of financial bid on the basis of exclusive of GST

Authorized Signatory (in full and initials):

**Name and title of signatory:**

**Duly authorized to sign this Proposal for and on behalf of  
[Name of Applicant] Name of Firm:**

**Address:**

**APPENDIX-II**

**Form-3**

**RFP FOR \_\_\_\_\_**

**FORM FIN-3: BREAK-UP OF MANPOWER COST**

	<b>Position</b>	<b>Nos.</b>	<b>Man    Month Rate Per Mont</b>	<b>Man    Month Required</b>	<b>Cost</b>
	<b>Total Cost</b>				

**APPENDIX-II**

**Form-4**

<b>RFP FOR _____</b>					
<b>FORM FIN-4: BREAK-UP OF REIMBURSEMENT COST</b>					
1	Category	Unit Name	Unit Cost	No. of Units	Cost
	<b>Total Reimbursement Cost</b>				

**End of Document**