



**National Highways & Infrastructure
Development Corporation Ltd.**
(Ministry of Road Transport & Highways)

Request for Proposal

**For
Appointment of Financial Consultancy Services for
Agartala to Sabroom section of NH-08 from CH 6.8 Km
to 128.712 Km including Feni Bridge at international
border of India and Bangladesh in the state of Tripura
undertaken by NHIDCL on OMT basis.**

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National Highways & Infrastructure Development Corporation Ltd.
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December, 2020

Disclaimer

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

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

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

The Authority, its employees and advisors 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, completeness or reliability 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 for participation in this process.

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

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

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

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

National Highways & Infrastructure Development Corporation Limited
(Ministry of Road Transport and Highways)
Government of India

NOTICE INVITING TENDER (NIT)

1. Proposals are hereby invited from eligible Consultants for “**Appointment of Financial Consultancy Services for Agartala to Sabroom section of NH-08 from CH 6.8 Km to 128.712 Km including Feni Bridge at international border of India and Bangladesh in the state of Tripura undertaken by NHIDCL on OMT basis.**”. The Request for Proposal (RFP) is available online on e-tender portal of NIC <https://eprocure.gov.in>. The document can also be downloaded from NHIDCL website www.nhidcl.com.
2. Bid must be submitted online at e-tender portal i.e. <https://eprocure.gov.in> on or before **29.12.2020 (1500 Hrs)**.
3. The following schedule is to be followed for this assignment:

Sr. No.	Particulars	Date
i	Bid Document Download/ Start Date	03.12.2020 (1100 Hrs)
ii	Clarification / Pre bid queries Start Date	03.12.2020 (1100 Hrs)
iii	Clarification /Pre bid queries End Date	15.12.2020(1200 Hrs)
iv	Pre bid meeting (Refer Data sheet, Point 3)	15.12.2020 (1600 Hrs)
v	Bid submission start date	17.12.2020 (1100 Hrs)
vi	Bid submission End date (Online & physical copy)	29.12.2020 (1500 Hrs)
vii	Opening date of Technical Bid at HQ	30.12.2020 (1500 Hrs)
viii	Declaration of eligible/ qualified Bidder	Within 7 days from Bid Due Date
ix	Opening of Financial Bid	Within 10 days from Bid Due Date
x	Letter of Award (LOA)	Within 25 days from Bid Due Date
xi	Validity of Bid	120 days from Bid Due Date

4. Document fee

The fee for the document of the amount as mentioned in the Datasheet (Point 4), shall be deposited online (RTGS/NEFT/Other online mode) only, to the NHIDCL's Bank account (Account details specified in Data sheet, Point 6) and the bidder must furnish a copy of the online transaction receipt while submitting the proposal.

Yours sincerely,

(A. Chandrasekhar)
General Manager (Toll & Coord., LA/ IT)
NHIDCL, 3rd Floor, PTI Building
4, Parliament Street, New Delhi-110001
Ph. 011-23461620
Email:ac.sekhar65@gov.in

CLARIFICATION AND AMENDMENT TO RFP DOCUMENTS

Applicant(s) may request clarifications on any of the points of the RFP up to and on 15.12.2020, 1600 Hrs. Any request for clarification must be sent in writing by letter, or electronic mail to the NHIDCL's address given for the contact person. Response to such requests will be hosted on NHIDCL website.

At any time before the submission of proposals, the NHIDCL may, for any reason whatsoever, whether at its own initiative or in response to a clarification requested by an applicant, modify the RFP document by amendment. The amendment will be hosted on the website <http://www.eprocure.gov.in> of the NHIDCL. All amendments will be binding on all participating applicants. The NHIDCL may at its discretion extend the deadline for the submission of Proposals which information will be hosted on the website <http://www.eprocure.gov.in> of the NHIDCL.

PREPARATION OF PROPOSAL

All correspondence and documentation related to the Application exchanged between the Applicant and the Authority shall be in English language.

The proposal shall be submitted in the format given in the Appendix to RFP.

The proposals must remain valid for 120 days from Bid Due Date. During this period, the Applicant(s) are expected to make available the key professional staff proposed for the assignment for interaction with NHIDCL. NHIDCL will make its best effort to complete the process of selection within this period.

REQUEST FOR PROPOSAL FOR “Appointment of Financial Consultancy Services for Agartala to Sabroom section of NH-08 from CH 6.8 Km to 128.712 Km including Feni Bridge at international border of India and Bangladesh in the state of Tripura undertaken by NHIDCL on OMT basis”.

1. General

National Highways & Infrastructure Development Corporation Ltd. (NHIDCL) has been improving and developing the stretches of National Highways on EPC Mode. NHIDCL intends to engage a Financial Consultant, for the work of “**Agartala to Sabroom section of NH-08 from CH 6.8 Km to 128.712 Km including Feni Bridge at international border of India and Bangladesh in the state of Tripura undertaken by NHIDCL on OMT basis**”. Accordingly, NHIDCL proposes to invite proposals to procure the services of Financial Consultants.

The services of the Financial Consultant will be required till the requisite work achieve Financial Close. This is expected to last for a period of about **nine months**. The Financial Consultant engaged by NHIDCL will assist in all matters related project from pre-qualification till Financial Close of the Project including the warranties and undertakings required to be obtained from various project players at various stages and carrying out the “Due diligence” on behalf of NHIDCL as the Project Owner’s Consultant. The entire range of activities given in Section 2 hereinafter is required to be carried out by the Financial Consultant. Consultants are required to submit the proposals for OMT project. However, NHIDCL has a right to add or delete the project stretch.

2. BACKGROUND

2.1. Project Features

2.1.1 National Highways & Infrastructure Development Corporation Ltd. (NHIDCL) has been improving and developing stretches of National Highways on EPC Mode. It has been decided to implement the above mentioned project as a “pilot project” on Operation, Maintenance and Transfer ‘OMT’ basis as the project is in the completion stage. A Concession Agreement would be signed between NHIDCL and a “Concessionaire” for this project. NHIDCL hereby invites Financial Consultants / Institutions to propose teams to assist NHIDCL through the entire process of bid and award through providing financial / legal advice, modeling and structuring for implementation of the above mentioned project on OMT basis.

2.2 Project process

2.2.1 At the Project Development Strategy stage, **five distinct packaging** exercises are identified in order to materialize the award and successful completion of the project on the OMT concept, consisting of the following:

2.2.2 **Physical Packaging** which has to be implemented on a private sector investment (PSI) option study will include conduction of necessary traffic survey, finalization of toll plazas location and other project facilities, detailed project reports etc. (Refer Clause 5.2.1)

2.2.3 **Strategic Packaging** largely pertains to tolling strategy, traffic count, tolling technology selection, and optimization modeling and any further detailed studies if required.

2.2.4 **Investment Packaging** is a two-stage exercise. The first part of this packaging exercise in which the projects have been prepared as an investment proposition. The Financial Consultants should examine whether the bidders may require a **front-end grant** of a definite percent of construction cost. The Financial Consultant will prepare relevant documents such as Project Information Memorandum, Project Financial Plan, Project Risk Allocation Structures and Possible GOI/NHIDCL support strategies on the basis of final designs and cost estimates. The second stage of Investment Packaging rests in the hands of the concessionaire after the Project has been awarded. This second stage results in the completion of the Project.

2.2.5 **Process Packaging** will be based upon the MoRTH model concession agreement and other standard bidding documents. Various changes or additions may be required to the draft bidding documents

including concession agreement together with the selection criteria of bidders. The Financial Consultant will be responsible for finalization of these documents in consultation with the NHIDCL.

2.2.6 **Delivery System Packaging** revolves around creating of control, monitoring and regulatory structures. The regulatory structures evolved by NHIDCL in its Concessioneering system are all contractually established. Monitoring and supervision by independent external agencies named in the Concession Agreement sets up the control mechanism. An appropriate Dispute Resolution Mechanism also has been prescribed in the Concession Agreements. External monitoring is generally placed in the hands of independent engineer, independent auditor and construction supervision consultants/ Authority's Engineers.

2.2.7 While the extent of involvement by the financial Consultant will differ from stage to stage, the scope of the work for the financial Consultant is defined in Section 5: Scope of Services, of this request for proposals.

3. PROJECT OBJECTIVE

3.1 The objective of this project is to successfully develop a comprehensive Operation & Maintenance (O&M) along with User fee collection as per National Highways Fee Rule 2008 & its amendments, structure and its attendant legal, commercial and financial guidance documents, to assist NHIDCL in selection of private sector partner by adopting the OMT structure appropriate for the Project and to continue to assist NHIDCL through the Concession signing, negotiation, concession implementation process till final completion of the Project.

4. MINIMUM QUALIFICATIONS OF CONSULTANT

4.1 All the prospective Consultants shall have qualification and experience as prescribed for them and shall have sufficient qualified personnel, sub- consultants, and resources to accomplish all the services described herein within the prescribed time. A **3 months** time frame is estimated for completion of this assignment. The Consultant shall be capable of furnishing all necessary professional, technical, and expert services as required to complete all the elements of Consultancy assignment described below in the Scope of Work. NHIDCL is seeking prime consultant for each project, which can bring together a team of professionals and sub-professionals capable of completing all aspects of the Consultancy assignment. The project will require a high degree of management and technical expertise and experience directly related to structuring of OMT for Highway projects. To ensure that the consultants are capable of providing an acceptable level of service to NHIDCL on this project, the following minimum requirements must be met.

4.2 The proposed project team should consist of the following minimum personnel:

4.2.1 **A Project Manager / Senior Financial Analyst/ Team Leader** who should be familiar with the requirements for OMT road projects from the perspective of both the government and the investors. Familiarity with Indian investment environment and regulations is an essential qualification for the engagement of the financial Consultant. The Project Manager/Senior Financial Analyst/ Team Leader should be a seasoned Finance Professional with minimum 10 Years post qualification experience in the Infrastructure Project Financial Modelling and Structuring with at least five years in Road sectors. He should be a qualified CA/CMA/CFA/MBA (PGDBM) - Finance. A qualification of Company Secretary would be desirable and will carry extra weight.

Relevant Experience: He must have relevant experience with at least five OMT/ BOT (Toll) or any Toll related road Projects.

4.2.2 **A Financial Analyst** should be an experienced Financial Analyst with minimum 5 years post qualification experience in the infrastructure Project Financial Modelling and Structuring with at least three years in Road Sectors. He should be a qualified CA/CMA/CFA/MBA (PGDBM)-Finance.

Relevant Experience: He must have performed financial analysis for at least three OMT/ BOT (Toll) or any Toll related road Projects.

- 4.2.3 **A Legal Specialist** should be qualified LLB with minimum 3 years' post-qualification experience in infrastructure related legislation, legal procedures, Experience in Banking loan Documentation etc.

Relevant Experience: He must have relevant experience with at least three OMT/ BOT (Toll), any Toll related road Projects or EPC contract matters.

- 4.2.4 **A Technical Expert** should be an Engineering graduate in Civil Engineering with minimum 5 Years post qualification experience in the field of Road Sector.

Relevant Experience: He must have had direct relevant experience of at least three (3) Highway Projects on OMT/ BOT (Toll) mode or any Toll related road Projects involving National / State Highway.

- 4.2.5 The Team Leader and the Financial Analyst should be full time employees of the firm/company. The FC may hire the legal personnel/firm as the legal specialist after approval of NHIDCL, ensuring the minimum qualification. The said legal firm has to provide a "No Conflict of Interest Certificate" and shall not undertake any assignment/interest with the related contractor/concessionaire/lender and would be attached with only one FC. Since, the assignment requires close interaction with NHIDCL's procurement division, so the team may be sponsored or to be sourced from Delhi based consultants. Teams should necessarily consist those personnel who are either located in Delhi or can be located in Delhi. Delhi for the purpose would include satellite towns of Delhi i.e. NCR. They should also liaison with the concerned ED (P), GM (P) s / DGM (P) s, District administration and State government during the preparation of OMT Model of the subject work.

- 4.2.6 At present, CV/details of one team only is required to be submitted. If required, interactions with key professionals would be held. Additional teams would be considered at later stage based on CV evaluation.

5. SCOPE OF SERVICES

- 5.1 A financial Consultant will be required to develop an effective Operation-Maintenance-Transfer (OMT) concession agreement including all schedules for the sections of the proposed Project. The objective of this consultancy service is to produce a financially viable concession that would address the principal issues related to project risks and adequate returns to the concessionaire.

Scope of work of OMT contract mainly includes:

- Operation and maintenance of the stretch/ section of Highway.
- Tolling of the section
- Construction of project facilities such as toll plazas, street lighting, medical aid posts, traffic aid posts, bus shelter etc.
- Any major or minor maintenance work

- 5.2 The Consultancy services will involve five components related to the five stages described in Section 2.2 above. The tasks to be undertaken by the Financial Consultant are:

5.2.1 Tasks relating to the **physical packaging**

- Conduction of necessary traffic survey using Automatic Traffic Counter and Classifiers (ATCC) for assessment of toll collection amount and Annual Potential Cost (APC) which maybe procured by outsourcing the work to Consultants having 5 years of experience in Design of Toll Plaza and other facilities including traffic survey.
- Provide the location of toll plazas and other project facilities to be specified in respective schedules as per guidelines/ Standard Operation Procedure (SOP) for toll notification and mandatory infrastructure in all toll lanes as per latest MoRTH guidelines.
- Providing detailed project reports, with the objective of identifying issues that could have commercial / financial and fiscal implications.
- Preparation of the project cost estimate with all financial details.
- Providing the project implementation schedule.
- Examine the Economic Internal Rate of Return (EIRR) and overall viability of the current way of packaging.

5.2.2 Tasks relating to the **strategic packaging**

- Examine the tolling strategy for the project as per MoRTH guidelines.
- Study the results of the traffic counts and willingness to pay analysis in order to establish revenue forecasts.
- Study the tolling options to ensure that the use and placement of barrier and exit tolling stations are to achieve a reasonable level of capture of traffic using the road.
- Study the impacts of the tolling at each station to determine the likely impact on diversion.
- Revise, if necessary, the estimate of toll revenues during the period of the concession.
- After detailed study on risk assessment, FC will provide the option that will make the concessions more attractive to the private sector without significantly increasing the liabilities of the NHIDCL.
- Finalize a framework for the **bidding package** in consideration of a variety of specific factors including: (i) the requirements for periodic maintenance based on a fixed time schedule and performance parameters, (ii) the terms for early termination.
- The Financial Consultant shall define the project concept, establish project parameters and identify issues in developing the project. The obligations of concessionaires for the project and those of NHIDCL would be crystallized.
- Based on the exercise conducted above, the Financial Consultant shall review and update the Project Information Memorandum and related documents to be prepared thereafter.

5.2.3 Tasks relating to the **investment packaging**

The construction and O&M costs of project have to be estimated by the financial consultants on its own or by outsourcing and assumptions based on its experience with similar projects; the Financial Consultant shall develop a financial model (i.e. OMT) for the Project. The objective of this exercise would be:

- To suggest measures, if any, required to improve the financial / commercial viability of the project; and
- To estimate the financial impact of various provisions in the proposed Concession Agreement.
- To optimize the project structure under various implementation options; and
- To estimate the values of basic bidding criteria such as grants and loans, for evaluation of the reasonableness of the financial proposals.
- To develop the business plan under the selected project structure;
- Develop a total cash flow model
- Based on the exercise conducted as above, the Financial Consultant shall prepare a Financial Model and submit soft and hard copies of the same to NHIDCL.

5.2.4 Tasks relating to the **process packaging**

5.2.4.1 **Finalization of bidding documents.** The Financial consultant shall prepare draft concession documents including all schedules with an aim to provide a concession that is more effective and less likely to require capital subsidy in finalizing the concession agreement and other bidding documents, i.e. the Request for Qualification (RFQ) and the Request for Proposal (RFP). For this purpose the Financial Consultant shall:

- Finalize the bidding process to be followed, the qualification parameters to be used and the criteria for evaluation of proposals in consultation with NHIDCL.
- Prepare draft RFQ; finalize the same in consultation with NHIDCL.
- Hold informal meetings with financiers RFP & all schedules and, contractors and relevant government officials to obtain their reaction to the proposed concession framework and further revise the concession documents.
- Update the model concession agreement (including schedules to the concession agreement) into a concession agreement to be signed between Concessionaire & NHIDCL.
- Incorporate clauses concerning diverse body of stakeholders if required.
- Based on the exercise conducted as above, the Financial Consultant shall prepare RFQ/RFP or post qualification documents and Concession Agreement Documents and submit them to NHIDCL.

5.2.4.2 Assistance in evaluation of RFQ. The Financial Consultant shall provide necessary assistance to NHIDCL in the evaluation of RFQ for the project and prepare and submit to NHIDCL an RFQ

Evaluation Report. RFQ from firms will be invited as per prescribed procedure. The financial consultant will assist NHIDCL in the evaluation of RFQ and scores will be awarded to single firms.

5.2.4.3 Assistance in evaluation of financial proposals. The Financial Consultant shall provide necessary assistance to NHIDCL in the evaluation of financial bids for the project and prepare and submit to NHIDCL a Financial Proposal Evaluation Report.

5.2.4.4 Assistance in addressing bidders' queries. The Financial Consultant shall assist NHIDCL in addressing bidders' queries relating to financial / commercial issues.

5.2.4.5 Negotiation Assistance. The Financial Consultant shall assist NHIDCL in negotiating the Concession Agreement with the preferred bidder. The scope of the Financial Consultants assistance would be limited to financial / commercial legal issues.

5.2.4.6 Continued Assistance till the final completion of the project. The Financial Consultant would assist NHIDCL in responding to financial / commercial / legal issues raised by the Concessionaire or Consultants of the Concessionaire. This assistance would be provided till the date of final completion of the project or any earlier date agreed to between the Financial Consultant and NHIDCL. Final Completion of the project for the purpose of this offer would mean the date of receipt by the Concessionaire of the letter (s) of intent / sanctions for the debt component of financing for the Project.

5.2.5 Tasks relating to the **delivery system packaging**

The responsibilities of the Financial Consultant in this stage shall be to review/ evaluate relevant documents of selected concessionaire, developing a project finance management information system, and obtaining all undertakings, submissions and warranties from the selected concessionaire as part of the financial due diligence.

The Financial Consultant will be required to maintain a close liaison with the selected concessionaire, for successful development of Project. The Financial Consultant may be required to respond to their queries and attend such meetings as may be called by the coordinator to discuss salient project features and to monitor progress. There are two key players in the whole process of the development of OMT packaging and bidding; NHIDCL and financial Consultant. Their works are interrelated with each other and thus they should work in a well coordinated manner. NHIDCL shall conduct overall coordination and ensure the timely processing of all the activities. NHIDCL should assign a principal coordinator to oversee the whole process. Coordination meetings will be held at the key stages of the project processing between NHIDCL, Financial Consultant and the outsourced consultants if any.

6. DURATION OF SERVICES

The Financial Consultant will work for NHIDCL intermittently for a period of **9 months**. The duration of the services has been estimated by NHIDCL as three man-months for the Project Manager / Senior Financial Analyst/Team Leader, two man-months for the Financial Analyst and two man-months for a Legal Specialist.

7. Payment to the Consultant:-

	Project / Name	Total fee
	Financial Consultancy services for one project on OMT basis	Quoted amount
A.	Payment Terms for OMT model	
	Stage I: Preparation of Financial Model	15%
	Stage II: Preparation of RFP/RFQ Documents	10%
	Stage III: Preparation of Draft Concession Document including all schedules	20%
	Stage IV: Submission of RFP/RFQ Evaluation Report	25%
	Stage V: Completion of signing of Concession Agreement	10%
	Stage VI : Achieving of Financial Closure (as defined in the Concession Agreement)	20%
	Total	100%

Note:

- a. Fee structure and payment terms shall remain strictly as indicated above. Conditional proposal shall be summarily rejected.
- b. The above fee includes all expenses such as legal fees and out of pocket expenses, etc. to be incurred by the Financial Consultant to complete the assignment.
- c. In case of dropping of the project at a particular stage, no payment beyond that stage will be admissible on approval of the Competent Authority.
- d. A penalty of Rs. 1000/- per day for delay in submission of comments/reports will be imposed. For any error in financial model, penalty of Rs. 25,000/- will be imposed.
- e. GST will be paid separately on reimbursement basis.

8. General Conditions

- 8.1** The Applicant(s) shall bear all costs associated with the preparation and submission of its proposal.
- 8.2** All documents submitted by the Applicant(s) will be treated as confidential, and will not be returned to Applicant(s).
- 8.3** NHIDCL reserves the right to accept or reject any or all applications, without thereby incurring any liability to the affected Applicant(s) or any obligation to inform the Applicant(s) of the grounds for the action of NHIDCL. NHIDCL also reserves the right not to award or enter into any contract or agreement with any Applicant(s), and may terminate the procurement process at any time without thereby incurring any liability to any Applicant.
- 8.4** Failure by any Applicant(s) to provide all of the information required in the proposal or any additional information requested by NHIDCL may lead to NHIDCL's rejection of the Applicant's proposal in its entirety.
- 8.5** NHIDCL reserves the right to use and interpret the information it receives in its absolute discretion for evaluating these proposals.
- 8.6** Applicants are required to use the prescribed format only for their proposal submission.
- 8.7** **Dead-line for submission of proposals shall be 29.12.2020 up to 1500 hrs and these shall be opened at 1500 hrs on 30.12.2020.**
- 8.8** The Applicant shall submit the proposal in sealed envelope marked very clearly **"Proposal for Appointment of Financial Consultancy Services for Agartala to Sabroom section of NH-08 from CH 6.8 Km to 128.712 Km including Feni Bridge at international border of India and Bangladesh in the state of Tripura undertaken by NHIDCL on OMT basis"**.
- 8.9** Proposals may be couriered or delivered in person to:

Sh. A. Chandrasekhar, General Manager (Toll& Coord., LA/ IT)
National Highways & Infrastructure Development Corporation Ltd.
3rd Floor, PTI Building,
4 Parliament Street, New Delhi – 110001, INDIA
E-mail:- ac.sekhar65@gov.in
- 8.10** NHIDCL does not assume any responsibility for variation in the information like traffic data, length and cost of project etc.
- 8.11** A Financial Consultant shall be liable for penalty disqualification and blacklisting, if they are engaged as any legal, financial or technical adviser by the bidders/concessionaire of the Authority in relation to the Project in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to

any other right or remedy of the Authority, including the forfeiture and appropriation of the Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same.

9. Other Terms of the services

- 9.1** The bidders will propose one team as per the requirement set forth in section 4.2 of this RFP.
- 9.2** In case of non availability of any team personnel, the project awarded to the team will be withdrawn and no payment for this project will be released.
- 9.3** Wherever required by applicable laws, NHIDCL shall deduct taxes at source, from the amounts payable, and shall provide to the Financial Consultant the appropriate tax deduction certificate evidencing payment of such taxes.
- 9.4** In the event NHIDCL desires the Financial Consultant to perform any additional services, which are not within the general scope of the Services. The Financial Consultant shall provide such additional services, on the terms and conditions as may be found mutually acceptable to the parties hereto.
- 9.5** The Financial Consultant shall have the discretion to adopt such methodology and procedure as it may deem fit for rendering the services. Output and delivery of output at each stage of bid award shall be made as by defined by NHIDCL from time to time.
- 9.6** The Financial Consultant shall submit to NHIDCL five (5) copies of the final output envisaged in the Scope of Services except the RFQ, RFP and the Concession Agreement. The Financial Consultant shall submit thirty copies (10 copies each of the RFQ, RFP and the Concession Agreement). Any expenses incurred by The Financial Consultant for additional copies shall be reimbursed by NHIDCL at the actual cost. All the reports and agreements shall be submitted on CDs (2 sets) containing all basic as well as processed data.
- 9.7** The Financial Consultants should coordinate with NHIDCL up to final stage of agreement and submit at least 3 hard bound duly numbered copies of Concession Agreement as standardized by NHIDCL with the concessionaire.
- 9.8** Conflict of interest, if any, would require to be declared upfront by the Financial Consultants.

10. CONTENTS OF PROPOSAL

If your firm is qualified and would like to be considered, you are invited to submit a proposal in this regard. The contents of the proposal shall be complete in description, concise in volume and austere in form. The proposal shall be in the format given in **Appendix – I** to this document. Once submitted, the proposal, including the composition of the consulting team, cannot be altered without prior written consent of NHIDCL. Only one (1) original is required. Any reproduction of photos, drawings, charts and/or diagrams included in the proposal copies should be the same as in the original. The proposal should, at a minimum, include the following sections:

10.1 Transmittal Letter and Title Page

Include a transmittal letter containing a brief statement of the respondent's understanding of the work to be done and an indication of positive interest in performing this work for NHIDCL. The letter and/or a title page should contain the name of the respondents firm, a street address for correspondence, and a primary contact for this proposal.

10.2 Table of Contents

Include a Table of Contents listing the various sections included in the proposal.

10.3 Team Identification and Organizational Chart

Identify your firm and each key professional by name, primary representative and title, address of offices, telephone and fax numbers and email address. Indicate the business structure of your firm (i.e., whether your firm is a corporation, joint venture, LLP, Partnership, or sole proprietor). Indicate the name (s) of the owner(s) of your firm.

10.4 Qualifications and Experience

The proposal must supply information concerning the qualifications and experience of the proposed project team for this assignment. Detailed CVs of the proposed key personnel along with a copy of the passport size photograph should be submitted. (Appendix-I, Form 5)

11. QUESTIONS CONCERNING PROPOSAL REQUIREMENTS

All questions regarding this RFP should be presented in writing as detailed in Para 8.9

12. SUBMISSION OF PROPOSALS

12.1. The Applicants shall submit the proposal (Eligibility + Technical Proposal) online on CPP Portal with all pages numbered serially and by giving and index of submissions. **Financial proposal is also to be submitted online (as per format Appendix-II) and no hard copy of the technical/financial proposal should be submitted.**

12.2. An authorized person of the firm shall sign the proposal, on behalf of the firm. The Power of Attorney of the authorize person should be on stamp paper duly notarized or Board resolution should be submitted along with proposal. All necessary forms and statements for the various miscellaneous provisions explained in this document must be completed, properly signed, and submitted with the proposal.

13. PREPARATION OF PROPOSAL

The proposal must be prepared in two parts viz,

Part 1: Eligibility cum Technical Proposal

Part 2: Financial Proposal

13.1. Technical Proposal

13.1.1. You are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information will be at your own risk and may result in rejection of your proposal.

13.1.2. The technical proposal shall be submitted strictly in the Formats given in Appendix- I and shall comprise of following documents:

- i. Proforma for application for appointment as financial consultant.
- ii. Abstract of Eligible Assignments of the Applicant (Form –1)
- iii. Financial Capacity of the Applicant of the firm (Form –2)
- iv. Particulars of Key Personnel (Form –3)
- v. Abstract of Eligible Assignments of Key Personnel (Form –4)
- vi. Curriculum Vitae (CV) of Professional Personnel (Form –5)

13.1.3. Minimum qualifications of consultant

Evaluation would be carried out based on following:

- a) During the last three financial years, the firm must have an average annual turnover of not less than Rs 2 Crores.
- b) Minimum no. of qualified employees (CA, CMA, CFA, MBAs) –5 employees.
- c) During the last ten years, the firm must have completed at least five (5) transactions advisory mandates (scope including financial closure of the project) working with the Government or its

- agencies in India out of which 3 shall be for projects in Road Sector.
- d) Should have office in Delhi/NCR
 - e) The personnel should meet out the requirements as spelt out in **Para-4** of this RFP. The qualification of the personnel would be evaluated. After the appointment, in case of non- availability of any of the key personnel, consultant would replace those personnel with another personnel having equal or higher qualification and experience.

13.2. Financial Proposal

- 13.2.1. The Financial proposal should include the costs associated with the assignment. These shall normally cover: remuneration for staff (foreign and local, in the field, office etc), accommodation, transportation, equipment, printing of documents, surveys, geotechnical investigations etc... The Financial proposal shall be submitted strictly in the Formats given in **Appendix-II**.
- 13.2.2. Your financial proposal should indicate the amount asked for by you without any assumptions of conditions attached to such amounts. Conditional offer shall be considered non- responsive and is liable to be rejected.
- 13.2.3. The financial proposal shall take into account all types of the tax liabilities and cost of insurance specified in the Data Sheet excluding GST. Goods & Services Tax (GST) will be payable separately over and above the financial proposal as per actual.
- 13.2.4. Costs shall be expressed in **Indian Rupees** in case of domestic as well as for foreign Consultant. The payments shall be made in Indian Rupees by the National Highways & Infrastructure Development Corporation Limited.

14. EVALUATIONS AND SELECTION PROCESS

- 14.1. The proposals would be evaluated by a Committee constituted by NHIDCL. A two-stage procedure will be adopted in evaluating the proposal. In the first stage, it will be examined first as to whether the bidder is eligible or not:
 - 14.1.1. The proposal is accompanied by Document fee (as mentioned in Data Sheet).
 - 14.1.2. The minimum qualification and experience required for the firm and project team proposed by the Consultant for this assignment as per Para 4 above as well as per Para 13 above.
 - 14.1.3. The documents are properly signed by the authorized signatories.
 - 14.1.4. The proposals have been received on or before the dead line of submission.
 - 14.1.5. In case a Joint Venture/Association of firms, the proposal shall be accompanied by a certified copy of legally binding Memorandum of Understanding (MOU) on a stamp paper of Rs.100, signed by all firms to the joint venture/Association.
In case answers to any of the above items is 'No' the bid shall be declared as non- responsive and shall not be evaluated further.
A Consultant satisfying the minimum Eligibility Criteria as mentioned in the Para 4 above as well as per Para 13 of this document and who had submitted the above mentioned documents shall be declared "pass" in Eligibility and the Technical Proposals of only those consultants shall be evaluated further.
- 14.2. The consultant, who does not possess the minimum qualification and experience, will not be qualified. NHIDCL reserves the right to judge, appraise, limit the number of firms and / or reject all proposals.
- 14.3. After evaluating eligibility, the Technical proposal shall be evaluated as per the detailed evaluation criteria given in Data Sheet.

A proposal securing 70% shall be declared pass in the evaluation of Technical Proposal. Broadly, evaluation shall be based on experience of the firms and key professional in the ratio of 40:60. Evaluation shall be as per Appendix-III. Only those scoring 70% & above (overall) would be considered for opening of financial bid.

14.4. Evaluation of Financial Proposal

- 14.4.1. In case, only one firm is eligible for opening of Financial Proposals, the Financial Proposal shall not be opened, the bids shall be cancelled and NHIDCL shall invite fresh bids. For financial evaluation, total cost of financial proposal excluding GST shall be considered. Goods & Service Tax (GST) shall be payable extra.
- 14.4.2. The evaluation committee will determine whether the financial proposal is acceptable. In case, if client feels that the work cannot be carried out within overall cost of financial proposal or the proposal is on the higher side, the proposal can be rejected. The client shall correct any computational errors and correct prices in various currencies to the single currency specified in Data Sheet, Point 7.
- 14.4.3. The procedure at Clauses 14.4.4, 14.5 and, 14.6 as mentioned below shall be followed for determining the “preferred bidder (H-1 bidder)”.
- 14.4.4. The lowest financial proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM / F$$

(SF = Financial Score, FM= Amount of lowest bid, F= Amount of bid of the Bidder under evaluation)

- 14.5. Combined evaluation of Technical and Financial Proposals. Proposals will finally be ranked according to their combined technical (ST) and Financial (SF) scores using the weights indicated in the Data Sheet:

$$S = ST \times T + SF \times f$$

Where, S= Combined Score, ST= Technical Score out of 100, SF= Financial Score out of 100.

T and f are values of weightage for technical and financial proposals respectively as given in the Data Sheet.

- 14.6. A Consultant with a “particular Team” having the maximum Combined score (S) shall be declared as the ‘first preferred bidder’ (H-1) for **“Appointment of Financial Consultancy Services for Agartala to Sabroom section of NH-08 from CH 6.8 km to 128.712 Km including Feni Bridge at international border of India and Bangladesh in the state of Tripura undertaken by NHIDCL on OMT basis”**.
- 14.7. If in any case the ‘first preferred bidder’ (H-1) withdraws or is not selected for whatsoever reason, the next “preferred bidder” (H-2) would be called by the Competent Authority for negotiation.

15. Negotiations

- 15.1. Prior to the expiration period of proposal validity, the Client will notify the preferred Consultant/Bidder i.e. the H-1 in writing by registered letter, e-mail and invite him to negotiate the proposal for Contract. The aim is to reach to an agreement on all points and initial a draft contract by the conclusion of Negotiations.
- 15.2. Before the start of negotiations, NHIDCL may ask the first preferred Consultant/Bidder (H-1) to give justification for the cost quoted by them to the full satisfaction of NHIDCL.
- 15.3. There shall not be any interaction/Interview of the Key Personnel at the time of negotiation.
- 15.4. Negotiations will commence with discussion on technical proposal, the proposed methodology (work plan), the staffing and bar charts, which will indicate activities, periods in the field and in the home office, staff months, logistics and reporting. The financial proposal is subject to rationalization. Special attention will be paid to optimize the required outputs from the Consultants within the available budget and to define clearly the inputs required from the Client to ensure satisfactory implementation of the Assignment.

15.5. Changes agreed upon will then be reflected in the contract.

15.6. Having selected Consultants, among other things, on the basis of an evaluation of proposed key professional staff, the Client expects to negotiate, within the proposal validity period, a contract on the basis of the staff named in the proposal and, prior to contract negotiations, will require assurances that the staff will be actually available. The Client may ask to give a replacement for the key professional who has scored less than 70 % marks by a person of at least 70 % score. No reduction in remuneration would be made on account of above change.

If for any reason beyond the reasonable control of the consultants, it becomes necessary to replace any of the personnel, the consultants shall forthwith provide as a replacement, a person of equivalent or better qualification and experience.

15.7. The negotiations will be concluded with a review of the draft Contract Agreement. The Client and the Consultants will finalize the contract to conclude negotiations.

16. Performance Security

The consultant will furnish within 15 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee of amount mentioned in data sheet from a Nationalized Bank, IDBI or ICICI Bank/Foreign Bank/EXIM Bank / Any Scheduled Commercial Bank approved by RBI having a net worth of not less than 500 crore as per latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a Branch in India) the net worth in respect of Indian operations shall only be taken into account. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalized Bank in India. In case of JV, the BG shall be furnished on behalf of the JV or by the lead member of the JVs for an amount mentioned in Data Sheet towards Performance Security initially valid for a period of one years from the date of issuance of LOA and should be extended annually 30 days before the expiry date, failing which the Performance Bank Guarantee shall be encashed. The Bank Guarantee will be released by NHIDCL upon expiry of one year beyond the date of completion of services. However, if contract is foreclosed by NHIDCL, with no fault of Consultant, Performance Security shall be released within three months from date on which the contract has been foreclosed. If a Consultant fails to submit the Performance Security (as specified above), it shall attract penalty – encashment of Bid Security submitted by the Consultant.

17. Penalty

The consultant will indemnify for any direct loss or damage that accrue due to deficiency in services in carrying out Detailed Project Report. Penalty shall be imposed on the consultants for poor performance/deficiency in service as expected from the consultant and as stated in General Conditions of Contract.

18. Award of Contract

After successful Negotiations with the selected Consultants the Client shall issue letter of award and ask the Consultant to provide Performance Security as in Para 16 above. If negotiations (as per Para 15 above) fail or the selected Consultant fail to provide performance security within the prescribed time or the Consultant fail to sign the Contract Agreement within prescribed time the Client may invite the next highest ranking bidder Consultant for Contract negotiations and follow the procedure outlined in Para 15, 18 and 19 of this Letter of Invitation.

19. Signing of Contract Agreement

After having received the performance security and verified it, the Client shall invite the selected bidder for signing of Contract Agreement on a date and time convenient to both parties within 15 days of receipt of valid Performance Security.

20. RIGHT OF REJECTION

NHIDCL reserves the right to reject any or all proposals, to waive any informality in such proposals,

to request new proposals, to revise the RFP prior to, and including, the pre-proposal meeting date, to proceed to do the work otherwise, withdraw this RFP, not award the work, or not award a portion of the work at any time. The receipt of proposals shall NOT in any way, obligate the NHIDCL to enter into a consultancy agreement, lease or any other contract of any kind with any Consultant. All submitted copies of the proposals shall become the property of NHIDCL.

21. EXPENSES, OWNERSHIP AND DISPOSITION

NHIDCL shall not be responsible in any manner for the costs associated with the submission of the proposals. The proposals, including all drawings, plans, photos, and narrative material, shall become the property of NHIDCL upon receipt. NHIDCL shall have the right to copy, reproduce, publicize, or otherwise dispose of each proposal in any way that NHIDCL opts for. NHIDCL shall be free to use as its own, without payment of any kind of liability therefore, any idea, scheme, technique, suggestion, layout, or plan received during this proposal process.

DATA SHEET

1. The Name of the Assignment and description of project:

“Appointment of Financial Consultancy Services for Agartala to Sabroom section of NH-08 from CH 6.8 km to 128.712 Km including Feni Bridge at international border of India and Bangladesh in the state of Tripura undertaken by NHIDCL on OMT basis.”

2. The Name of the Client is :

The Managing Director
National Highways & Infrastructure Development Corporation Ltd.
PTI Building, 3rd Floor, 4, Parliament Street, New Delhi-110001

3. Date, Time and Venue of Pre Bid Meeting

Date : 15.12.2020

Time : 1600 Hrs

Venue: National Highways & Infrastructure Development Corporation Ltd., PTI Building, 3rd Floor, 4, Parliament Street, New Delhi-110001

4. Document fee: Rs 5000/- (Rupees Five Thousand only) plus GST @ 18%

5. The Documents are:

- i. Appendix-I: Formats for Proposal (Eligibility + Technical)
- ii. Appendix-II: Format of Financial Proposal
- iii. Appendix-III: Evaluation Criterion
- iv. Appendix-IV: Format for Bank Guarantee for Performance Security
- v. Appendix-V: Draft Letter of Award
- vi. Appendix-VI: Undertaking

6. NHIDCL's Bank Details for submission of Document fee:

Sr. No.	Particulars	Details
1.	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2.	Beneficiary Bank Account No.	90621010002610
3.	Beneficiary Bank Branch Name and Address	Syndicate Bank, Transport Bhawan, 1st Parliament Street, New Delhi-110001
4.	Beneficiary Bank Branch IFSC	SYNB0009062
5.	Swift Code (For Foreign Bidders)	SYNBINBB126

7. The common currency is “Indian Rupee”.

Consultants have to quote in “Indian Rupees” both for domestic Consultant as well as Foreign Consultants.

8. The Address for Proposal Submission is :

General Manager (Toll& Coord., LA/ IT)
National Highway & Infrastructure Development Corporation Ltd.
PTI Building, 3rd Floor, 4, Parliament Street,
New Delhi-110001 Ph. 011-23461620
Email: ac.sekhar65@gov.in;

9. The date, time of online proposal submission are :

Date	29.12.2020
Time	1500 Hrs

10. Proposal Validity Period (Number of days):120 days

11. Detailed evaluation criteria which is to be used for evaluation of technical bids is as indicated at Appendix-III.

The Consultant should carryout self-evaluation based on the Eligibility + Technical Evaluation criteria at Appendix-III. While submitting the self-evaluation along with bid, Consultant shall make references to the documents submitted in their proposal which have been relied upon in self-evaluation.

Result of Eligibility + Technical evaluation shall be made available on the website giving opportunity to the bidders to respond within 3 days in case they have any objection.

12. Second Stage – Evaluation of Financial proposal

Financial Proposals of all Qualified Consultants in accordance with Clause 14.3 and Clause 14.4of the RFP document shall be opened.

The consultancy services will be awarded to the consultants scoring highest marks as described above in combined evaluation of Technical and Financial proposals in accordance with clause 14.5 hereof. The Factors are:

The weight given to Technical Proposal (T) = 0.70

The weight given to Financial Proposal (f) = 0.30

13. Performance Security : 2% of the Contract Price

(Ref. Para 16)

14. Commencement of Assignment: The Consultants shall commence the Services within Fifteen days of the date of effectiveness of the contract.

APPENDIX-I

PROFORMA FOR APPLICATION FOR Appointment of Financial Consultancy Services for Agartala to Sabroom section of NH-08 from CH 6.8 km to 128.712 Km including Feni Bridge at international border of India and Bangladesh in the state of Tripura undertaken by NHIDCL on OMT basis.

(On the letterhead of the Applicant)

From:
(Name & address of Applicant)

To:
National Highways National Highways & Infrastructure
Development Corporation Ltd.
3rd Floor, PTI Building, 4 Parliament Street,
New Delhi – 110001

Sub: Appointment of Financial Consultancy Services for Agartala to Sabroom section of NH-08 from CH 6.8 km to 128.712 Km including Feni Bridge at international border of India and Bangladesh in the state of Tripura undertaken by NHIDCL on OMT basis.

Sir,

We, the undersigned, offer to provide the Financial consultancy services for the projects in accordance with your Request for Proposal. Our proposal is asunder-

Eligibility of the Applicant for Fin. Consultant in NHIDCL:

Sl. No.	Particulars		
1.	No. of years of experience		
2.	No. of Projects completed by the firm as per evaluation criteria		
3.	Average Annual turnover of the Firm for FY2017-18 FY2018-19 FY2019-20	Total Turnover	Turn over from Consultancy of infrastructure projects
4.	Name (s) of the Key Personnel		

We hereby certify that above information provided is true and correct to the best of our knowledge and information.

We understand and agree to carry out the assignments as allotted.

Yours sincerely,

Authorized Signatory

Place.....

Name,

Name of Applicant / Address & Seal

Date.....

APPENDIX-I

Form-1

Abstract of Eligible Assignments of the Applicant

Sl. No.	Name of Project	Name of Client	Estimated capital cost of the Project (in Rs. Crore)
(1)	(2)	(3)	(4)
		1	
		2	
		3	

Note: - Following documents are to be submitted.

- i. Photocopy of certificate issued by the Institute of Chartered Accountants of India (ICAI) in respect of CA firms and certificate of incorporation in respect of other firms.
- ii. Experience certificates showing no. of completed projects issued by the employer in respect of Firm.
- iii. Details of only those projects that have been undertaken by the applicant under its own name are to be given.

Date:

(Signature, name and designation of the authorized signatory)

APPENDIX-I

Form-2

Financial Capacity of the Applicant of the firm

Sl. No.	Financial Year	Annual Turnover (Rs. Crore)	
		Total Turn over	Turn over from consultancy of infrastructure projects
1			
2			
3			

Certificate from the Statutory Auditor, CA firm

This is to certify that(name of the Applicant) has turnover as shown above against the respective years on account of professional fees, out of whichAmount is from infrastructure Projects. Name of the audit firm:

Seal of the audit firm Date:

(Signature, name and designation of the authorized signatory)

A certificate from the Statutory Auditor certifying the annual turnover and the turnover from infrastructure projects is to be given and respective UDIN number should be provided.

Note:-

1. In case the Applicant does not have a statutory auditor, it shall provide the certificate from its Chartered Accountant that ordinarily audits the annual accounts of the Applicant.
2. Please do not attach any printed Annual Financial Statement.

APPENDIX-I

Form-3

Particulars of Key Personnel

Designation of Members	Name	Educational Qualification	Length of Professional Experience			Present Employment	
			Financial Analysis	Financial analysis of Infra Projects	Direct experience of OMT/BOT projects (Refer Clause 4.2 above)	Name of Firm	Employed Since
Project Manager/ Sr. Financial Analyst							
Fin. Analyst							
Legal Expert							
Technical Expert			-	-			

Note: - Photocopies of degrees in support of educational qualification shall be given.

APPENDIX - I

Form-4

Abstract of Eligible Assignments of Key Personnel

Name of Key Personnel:

Designation:

Sl. No.	Name of Project*	Name of Client	Estimated capital cost of project (in Rs. Crore)	Name of firm for which the Key Personnel worked	Designation of the key personnel on the assignment	Date of completion of the assignment
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1						
2						
3						

Note: -

1. Use separate Form for each Key Personnel.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of Key Personnel.

APPENDIX-I

Form -5

Curriculum Vitae (CV) of Professional Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualification:
6. Employment Record:
(Starting with present position, list in reverse order, every employment held.)
7. List of projects on which the Personnel has worked, Project Name, Description of assignment performed
8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

- (1) I am willing to work on the project and I will be available for entire duration of the project assignment as required.
- (2) I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

Signature of the Professional_____

Place_____

Date_____

Counter signature of the Authorized Representative of the firm_____

Place_____

Date_____

Notes:

1. Use separate form for each Professional Personnel
2. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Applicant firm. Photocopies will not be considered for evaluation.
3. A photo of the Key personnel may be pasted on Curriculum Vitae.

Format of Financial Proposal

Item Rate BoQ

Tender Inviting Authority: NHIDCL

Name of Work: Appointment of Financial Consultancy Services for Agartala to Sabroom section of NH-08 from CH 6.8 Km to 128.712 Km including Feni Bridge at international border of India and Bangladesh in the state of Tripura undertaken by NHIDCL on OMT basis.

BOQ Contract No: NHIDCL/OMT/Toll/2020

Bidder Name :						
PRICE SCHEDULE						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder (Excluding GST) Rs.	TOTAL AMOUNT (Excluding GST)	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	Agartala to Sabroom section of NH-08 from CH 6.8 Km to 128.712 Km including Feni Bridge at international border of India and Bangladesh in the state of Tripura					
1.1	Financial Consultancy Services	1.00	LS		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				

Note: No escalation will be payable during the services

Insurances shall not be allowed separately .These will be incidental to main items.

Rates for all items shall be quoted in figures as well as in words.

Evaluation Criterion - Total Marks 100**Firm Experience - 40 marks****Turnover - 10 marks**

- | | | |
|-----------------------------|---|-------------------|
| • Less than Rs 1 Cr. | - | firm not eligible |
| • From Rs 1 Cr. to Rs 2 Cr. | - | 8 marks |
| • Above Rs 2 Cr. | - | 10 marks |

Minimum qualified employees (CA, CMA, CFA, MBAs) - 15 marks

- | | | |
|-----------------------------|---|-------------------|
| • Less than 5 employees | - | firm not eligible |
| • Between 5 to 10 employees | - | 13 marks |
| • More than 10 employees | - | 15 marks |

Transactions advisory mandates (scope including financial closure of the project) working with the Government or its agencies – 15 marks

- | | | |
|------------------------|---|-------------------|
| • Less than 5 projects | - | firm not eligible |
| • Upto 5 projects | - | 13 marks |
| • More than 5 projects | - | 15 marks |

Team Experience - 60 marks - if minimum educational and experience criterion are not met by any of the proposed team members, the bid would be rejected as non-compliant.

Project Manager/ Sr. Financial Analyst/Team Leader - 30 marks**Qualifications**

- | | | |
|---|---|---------|
| • CA/CMA/CFA/MBA(PGDBM)
-FINANCE from IIMs | - | 7 marks |
| • Company Secretary | - | 3 marks |

Years of Experience

- | | | |
|--------------------------------|---|----------|
| • Between 10 years to 15 years | - | 6 marks |
| • Between 15 years to 20 years | - | 8 marks |
| • More than 20 years | - | 10 marks |

Relevant experience (as per Clause 4.2.1)

- | | | |
|----------------------------------|---|----------|
| • Upto 5 relevant projects | - | 6 marks |
| • 6 to 10 relevant projects | - | 8 marks |
| • More than 10 relevant projects | - | 10 marks |

Financial Analyst - 10 marks**Qualification**

- | | | |
|---------------------------------|---|---------|
| • CA/CMA/CFA/MBA(PGDBM)-Finance | - | 2 marks |
|---------------------------------|---|---------|

Years of Experience

- | | | |
|------------------------------|---|---------|
| • Between 5 years to 8 years | - | 2 marks |
| • More than 8 years | - | 4 marks |

Relevant experience (as per Clause 4.2.2)

- | | | |
|---------------------------------|---|---------|
| • Upto 3 to 5 relevant projects | - | 2 marks |
| • More than 5 relevant projects | - | 4 marks |

Legal Expert - 10 marks**Qualification**

- | | | |
|-------|---|---------|
| • LLB | - | 2 marks |
|-------|---|---------|

Post qualification experience

- a) Post LLB experience
- Between 3 years to 5 year - 2 marks
 - More than 5 years - 3 marks
- Relevant experience (as per Clause 4.2.3)
- Upto 3 to 5 relevant projects - 3 marks
 - More than 5 relevant projects - 5 marks

Technical Expert - 10 marks

Qualification

- Graduate Civil Engineer - 2 marks

Years of Experience

- Between 3 years to 5 year - 2 marks
- More than 5 years - 3 marks

Relevant experience (as per Clause 4.2.4)

- Upto 3 to 5 relevant projects - 3 marks
- More than 5 relevant projects - 5 marks

Format for Bank Guarantee for Performance Security (For individual work)

BANK GUARANTEE FOR PERFORMANCE SECURITY

To,
The Managing Director,
NHIDCL, PTI Building, 3rd Floor,
4, Parliament Street, New Delhi-110001

In consideration of “NHIDCL” (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....having its office at (Hereinafter referred to as the “Consultant” which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client’s Contract Agreement no. / Letter of Acceptance No.....dated and the same having been unequivocally accepted by the Consultant, resulting in a Contract for **“Appointment of Financial Consultancy Services for Agartala to Sabroom section of NH-08 from CH 6.8 km to 128.712 Km including Feni Bridge at international border of India and Bangladesh in the state of Tripura undertaken by NHIDCL on OMT basis.”** Under Contract Package No..... (Here in after called the “Contract”), and the Consultant having agreed to furnish a Bank Guarantee to the Client as “Performance Security as stipulated by the Client in the said contract for performance of the above Contract amounting to Rs...../- (Rupees.....).

We,having registered office at, a body registered/constituted under the(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all money payable by the Consultant to the extent of Rs.....(Rupees.....) as aforesaid at any time up towithout any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contract by the Consultant. The Clients hall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the consultant and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant’s liabilities.

Notwithstanding anything contained herein,

- a) Our liability under this Bank Guarantee is limited to Rs..... (Rupees.....) and it shall remain in force up to and including.....and shall be extended from time to time for such period as may be desired by M/s....., on whose behalf this guarantee has been given.
- b) This Bank Guarantee shall be valid up to.....
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(date of expiry of Guarantee).

This guarantee shall also be operable at our..... Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of [Ministry/NHAI/NHIDCL/State PWD/BRO], details of which is as under:

Particulars	Details
Name of the Beneficiary	National Highways and Infrastructure Development Corporation Limited
Beneficiary Bank Account No.	90621010002659
Beneficiary Bank Branch	IFSC SYNB0009062
Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
Beneficiary Bank Address	Syndicate Bank, Transport Bhawan, 1st Parliament street, New Delhi-110001

(Signature of the Authorized Official)

(Name & Designation with Bank Stamp)

NOTE:

- (i) The bank guarantee(s) contains the name, designation and code number of the officer(s) signing the guarantee(s).
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.
- (iii) The bank guarantee for Rs. 10,000 and above is signed by at least two officials (or as per the norms prescribed by the RBI in this regard).

Draft Letter of Award

Ref.....

Dated:.....

To

Name of Financial Consultant

Sub: Financial Consultancy Services for [**Appointment of Financial Consultancy Services for Agartala to Sabroom section of NH-08 from CH 6.8 Km to 128.712 Km including Feni Bridge at international border of India and Bangladesh in the state of Tripura undertaken by NHIDCL on OMT basis**] - Letter of Award.

Sir,

The Competent Authority NHIDCL has allotted the financial consultancy work for subject project to be executed on mode to your firm on roster basis.

2. The scope of the services and other terms/conditions shall be as per RFP. The fee payable shall be Rs..... (Rupees in words) excluding GST on reimbursement basis as per payment Schedule of RFP.
3. You are requested to confirm your acceptance and acknowledge the same.
4. You are also requested to furnish an undertaking regarding conflict of interest.

Yours faithfully

Name:

Designation:

*** LOA to be issued by Technical Division concerned.**

UNDERTAKING

(Relating to conflict of interest)

On behalf of our firm, we certify that

1. At present we have not been awarded any assignment by NHIDCL or any contractor, concessionaire, consultant and Bankers associated with the project.
2. We shall not accept any direct/ indirect employment/ consultancy with the contractor/ concessionaire/ consultants/ Bankers of the project during the period of assignment without prior permission of NHIDCL, which may be withheld by NHIDCL in case of any conflict of interest.
3. During the period of assignment and within one year of completion of assignment, we shall not engage in discussion or make any agreement with the contractors/ concessionaires/ consultant/ bankers of the regarding employment/ consultancy, etc without prior permission of NHIDCL.
4. We shall remain impartial and independent of the contractors/concessionaire/ consultants/bankers of the Project.
5. We undertake that the above information is true. In case of any false/incorrect information / certification, NHIDCL will be at liberty to take action for debarment or blacklisting the firm for a minimum of two years.

Yours sincerely,

Authorized Signatory

Name