

[Tender Notice No: BSCDCL/Tender No/ 108]

REQUEST FOR PROPOSAL

from

**Transaction Advisor for Disposal of Land Parcels, Shops, Office
Spaces & Hotels Under
Area Based Development Project of Bhopal Smart City**



Bhopal Smart City Development Corporation Limited

October 2019

Ref: XXXX (*letter reference*)

Date: xx.10.2019

To,
Whomsoever it may concern

Sub : Request of Proposal from Transaction Advisor for Disposal of Land Parcels, Shops, Office Spaces & Hotels Under Area Based Development Project of Bhopal Smart City, Bhopal, Madhya Pradesh.

Dear Sir,

With reference to the captioned objective, you are requested to submit your Bid as per the RFP document enclosed, as "Transaction Advisor" for Disposal of Land Parcels, Shops, Office Spaces & Hotels Under Area Based Development Project of Bhopal Smart City, Bhopal, Madhya Pradesh.

Proposals in sealed covers are invited from the consultants for appointment of TA to advise on the process and selection of developers to participate in development of select land parcels in Area based Development of Smart City, Bhopal, Madhya Pradesh.

The Bids are due for submission on 05.11.2019 at 17:00 hours. Any clarifications or details solicited in this matter will be clarified in the Pre Bid Meeting to be held on 30.10.2019 at 12:00 hours in the office of Smart city Bhopal.

All the correspondence in this context and the Bid shall be submitted to BSCDCL office at the below mentioned address and shall be clearly marked "**APPOINTMENT OF Transaction Advisor for Disposal of Land Parcels, Shops, Office Spaces & Hotels Under Area Based Development Project of Bhopal Smart City, Bhopal, Madhya Pradesh**".

For details, please visit our website mptenders.gov.in.

Address :

The Chief Executive Officer (CEO),

Bhopal Smart City Development Corporation Ltd.

Zone 14, near Tatpar petrol pump, BHEL Govindpura, Bhopal – 462023 (Madhya Pradesh).

Tel no. - 0755 2477770

Email – bscdcl@smartbhopal.city

All clarifications / corrigendum's will be published only on the Client's website. The official website for accessing the information related to this RFP is mptenders.gov.in.

BSCDCL reserves the right to withdraw the process or any part thereof, to accept or reject any/all offer(s) at any stage of the process and/or modify the process or any part thereof or to vary any terms without assigning any reasons whatsoever. No financial obligations will accrue to BSCDCL in such an event.

Kindly acknowledge the receipt of this information over return mail / email.

Yours sincerely,

Chief Executive Officer,
Bhopal Smart City Development Corporation Limited, Bhopal

DISCLAIMER

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

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

Assumptions, assessments and statements do not purport to contain all the information that each Applicant may require and also may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. The Authority accepts no responsibility for the accuracy or otherwise for any information, interpretation or opinion of law expressed herein. The Authority and its employees 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 expenses which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise.

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

Chief Executive Officer
BSCDCL, Bhopal

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SECTION - 1 : INTRODUCTION:

1.1 THE PROJECT:

Government of India is implementing Smart City Program of 5 years (FY 2015-16 to FY 2019-20) to transform 100 Indian Cities to Smart Cities. The objective is to promote cities that provide core infrastructure and give a decent quality of life to its citizens, a clean and sustainable environment and apply 'smart solutions'. The focus is on sustainable and inclusive development and the idea is to look at compact areas, create a replicable model which will act like a light house to other aspiring cities. For this, GoI floated a Smart Cities Challenge, a competition designed to inspire and support municipal leaders as they develop smart proposals to improve residents' lives. In 2015, in first round of competition, Bhopal was one of the 20 cities selected, which would receive funding from the Ministry of Urban Development.

Government of Madhya Pradesh has incorporated a special purpose vehicle (SPV) – Bhopal Smart City Development Corporation Limited (BSCDCL) (the "Authority") to plan, design, implement, coordinate and monitor the smart city projects in Bhopal. BSCDCL is a company incorporated under Indian Companies Act 2013 with equal shareholding from Madhya Pradesh Urban Development Company Limited (MPUDCL) on behalf of Government of Madhya Pradesh (GoMP) and Bhopal Municipal Corporation (BMC). BSCDCL has received funds from GoI and GoMP for the development of smart city in Bhopal.

1.2 BHOPAL SMART CITY PROJECT

Bhopal's Area Based Development (ABD) proposal includes redevelopment of 342 acre of North & South TT Nagar, which is also the only redevelopment and rehabilitation project among the 100 smart cities selected by GoI. As per SCP, the area based development would be a state of art smart city in the heart of the city of Bhopal with all modern features in a sustainable manner and would generate more job opportunities. The area based development would be as state of art smart city in the heart of the city of Bhopal with all modern features in most climate resilient manner and would generate more job opportunities. The area has been developed along BRT and MRT axis on transit oriented development (TOD) principles. The Master Plan is attached in Annexure II

The ABD area is being developed as High Density Mixed-Use Development along the three transit zones. The layout of the project area has been designed on the principles of Transit Oriented Development (TOD). To achieve higher density various changes in FAR and building heights have been proposed. Residential and commercial population of 60,000 and 56,000 resp. is estimated which gives a high density of around 864 pph for the ABD area. Connecting parks and gardens; pedestrian centricity and cycle tracks are the foremost features of the master plan. The pedestrian entry at the frontage and vehicular access from the back side of the plot is another element achieved in the design.

The ABD area will be facilitated with state of art infrastructure services. These infrastructures will include 24X7 water supply and power, underground utility corridor, ICT infrastructure, smart street lighting, automated solid waste system, to name a few. 80 % of the buildings in the area will be green rated. An integrated command and control centre will monitor and manage the ABD area as well as entire city. All development will either be carried out in EPC or PPP model.

Infrastructure initiatives

- Already initiated various infrastructure activities – road works, construction of Government houses works are already awarded
- Land is converted in to freehold from leasehold.
- Total Land area for the project is 138.40 ha (342acres).
- Environmental Clearance has been granted vide No 1304 SEIAA/2018 dated 23.08.2018 against Case No. 5680/2018.
- MoU with IGBC (Green rating Agency) for ABD area.
- 27% area as Open and Green. With Iconic Central park of 11 Acres.

- Blue & Green Master plan for Bhopal is already prepared

Master plan Initiatives

Vide Order No. F-10-08/2017/18-2 of Govt. of Madhya Pradesh, the 342 acres of land has already been transferred to Bhopal Smart City Development Corporation Limited (BSCDCL). Revised Master plan has been approved by the Government as per the prescribed Smart City guidelines

- High Density Mixed Use Development with higher FAR on main 45 meter wide Boulevard Street - the Connection Spine between two Metro nodes.
- DCR's with Urban Design guidelines emphasizing the Urban Morphology like mandatory Green Terraces, Double height colonnade Walkways along the pedestrian paths.
- High Density around 864 pph.
- Podium & offset Tower concept for a defined Skyline. Mandatory Open & Green spaces in individual plots.
- State of Art Smart Infrastructure
- 24*7 Water Supply.
- SCADA monitoring & Smart Meters.
- State of art polishing plant of 11.0 MLD for treating water from Kolar Dam
- Waste Generated shall be treated by Treatment Plants at 2 locations. Latest technology is used for setting up these Sewerage treatment plant. The treated water is used for flushing, gardening, road washing, Landscape & irrigation of plants& shrubs.
- Dual Plumbing- The recycled water line shall be laid in the entire ABD area so that the load for Municipal corporation water reduces. Recycled line shall be connected to each plot.
- Automated Waste Collection (AWC) system shall support in waste streaming which will further be collected at dedicated Waste Collection Station.
- Soil Management to use the fertile top soil.
- Rain water Harvesting would compulsory in ABD area. It is responsibility of the Plot owner to compulsory construct recharge pits within their plot
- Total 48MVA power estimated for ABD area for 15yrs.
- 24X7 uninterrupted Power availability with dedicated 132KV GIS substation.
- Smart Street Lighting system with LED fixture and Remote Control Monitoring and dimming for outdoor which would further reduce the energy consumption.
- Smart Meters, SCADA automation.
- Roof top solar installation.
- Dedicated ICT infrastructure for Security etc. like Cameras, Panic buttons, environmental sensors & intelligent street lights based on SCADA & connected to centralize Operational Command & Control Center.
- Dedicated Cycle and Pedestrian tracks.

PROJECT PROGRESS

- The Control & Command Centre the Nerve for all ICT applications is functional in Bhopal.
- Tenders for Infra structure development of entire Smart Roads network with Utility tunnels, pedestrian & cycle tracks, smart street lights with cameras, environmental sensors, and panic buttons already published.
- Construction for Residential apartments (680 units) for govt. employees already started and work of construction of remaining 2128 units awarded.
- Construction of 45 M wide Boulevard Street, the Spine of the project area has been started.
- Tender published for Urban Village –HAAT, Commercial Signature Tower has been initiated.
- Tender has also been awarded for redevelopment of existing Dusshera Ground to develop it into a multipurpose dynamic open green area with parking for Buses & Motor vehicles including basement parking.

1.3 TRANSACTION ADVISORY SERVICES

Although the total saleable land is approximately 114 Acre, in the First Phase approx. 30 acres of land including commercial spaces in Haat Bazar & Commercial Complex constructed by BSCDCL needs to be disposed. The total project cost of the Phase I of the project is approx. 900 Crore which includes land. The scope may be extended to other properties (apart from 30 acres) on the same conditions based on performance of TA, on mutual consent.

1.4 REQUESTS FOR PROPOSAL (RFP)

BSCDCL invites proposals from interested firms / companies (the "Proposals") for selection of a Transaction Advisor as per the terms and conditions of the Terms of Reference (TOR) given in Annexure - I to this RFP to advise on the process and selection of developers.

1.5 SUBMISSION OF BIDS

Apart from Online submission, the Sealed Bids also have to be submitted along with all the details as mentioned in the RFP Document to :

Chief Executive Officer,

Bhopal Smart City Development Corporation Ltd.

Zone 14, near Tatpar petrol pump, BHEL Govindpura, Bhopal – 462023 (Madhya Pradesh).

Tel no. - 0755 2477770

Email – bscdcl@smartbhopal.city

1.6 BRIEF DESCRIPTION OF THE SELECTION PROCESS

The Bid comprising proposal and financial bids is to be submitted in two separate sealed envelopes. In the first stage, proposal evaluation will be carried out. The bidders have to give a presentation on their understanding of the project and methodology of work. Based on this technical evaluation will be done and a list of qualified applicants shall be prepared, then financial evaluation of the qualified applicants will be carried out. The L1 Applicant (the "**Selected Applicant**") **shall be awarded the assignment, if necessary, while** the L2 Applicant will be kept in reserve.

1. The Applicants are invited to submit Proposals, as specified in the RFP, for the services required for the Assignment. The term "Applicant" refers to a single entity to execute the assignment. The Transaction Advisory Firms shall carry out the services in accordance with the Terms of Reference of this RFP (the "TOR").
2. Applicants should familiarize themselves with local conditions and take them into account in preparing their Proposals.
3. The Client will timely provide, at no cost to the Transaction Advisory Firms, the inputs and facilities required to carry out the services, and provide relevant project data and reports related to the Assignment available with the Client. However, for avoidance of doubt, it is hereby clarified that the aforesaid data/ information provided under the RFP or to be provided later, is only indicative and solely for the purposes of rendering assistance to the Applicants. The Applicants are hereby advised to undertake their own due diligence (to their complete satisfaction) before placing reliance on any such data/information furnished or to be provided later by the Client and/ or any of his consultants.
4. Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the RFP process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Client or any other costs incurred in connection with

or relating to its Proposal. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior, without thereby incurring any liability to the Applicants.

5. Arbitration: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the abovementioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be Bhopal – India and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.
6. Proposal shall be valid for a period of not less than 120 (one hundred and twenty) days from the Proposal Due Date (the “PDD”).
7. Number of Proposals: No Applicant or its Associate shall submit more than one Application for the Consultancy.

8. Right to reject any or all Proposals:

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

Without prejudice to the generality of above, the Client reserves the right to reject any Proposal if:

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

Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant.

1.7 ACKNOWLEDGEMENT BY APPLICANT

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

- a) Made a complete and careful examination of the RFP
- b) Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client
- c) Satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under
- d) Acknowledged that it does not have a Conflict of Interest
- e) Agreed to be bound by the undertaking provided by it under and in term hereof

1.8 RFP PROCESSING FEE:

The RFP submissions shall be accompanied by for non-refundable processing fee of INR 10,000 (Rupees Ten Thousand Only), payable at Bhopal, clearly in favour of “Bhopal Smart City Development Corporation Limited” towards processing fee (non- refundable).Proposals unaccompanied with the aforesaid RFP Processing Fee shall be liable to be rejected by the BSCDCL.

The Bidder shall deposit a refundable BID Security (EMD) of Rs. 5,00,000/- (Five Lakhs only) online through tendering portal in accordance with the provisions of this RFP. (That shall be released after submission of performance guarantee for successful bidders).

Company Name: Bhopal Smart City Development Corporation Ltd.

Bank Name: Allahabad Bank.

Branch Address: Arera Colony, Bhopal

A/C no. : 50327343809

IFSC Code: ALLA0210197

PAN No. : AAGCB6537N

TIN No. : 23889236926

Service Tax No. : AAGCB6537NSD001

GST no: 23AAGCB6537N1ZE

The validity period of the Bank Guarantee, shall not be less than 180 (one hundred and eighty) days from the BID Due Date, inclusive of a claim period of 60(Sixty) days, and may be extended as may be mutually agreed between the BSCDCL and the Bidder.

1.9 CLARIFICATIONS, PRE-BID AND AMENDMENT OF RFP DOCUMENTS

Transaction Advisory Firms may seek clarification on this RFP document no later than the date specified. The Client reserves the right to not entertain any queries post that date. The Applicants are requested to submit a MS Word file of the queries. The Client will post the reply to all such queries on its official website.

Date of pre-bid meeting and venue is mentioned in the RFP. Applicants willing to attend the pre-bid should inform client beforehand in writing and email. The maximum no. of participants from an applicant, who choose to attend the meeting, shall not be more than two per applicant.

Applicants requiring any clarification on the RFP may send their queries to the Authority in email to tenderqueries@smartbhopal.city before the pre-bid date mentioned in the Schedule of Selection Process. The email shall clearly bear the name **“Queries / Request for Additional information concerning Request for Proposal from Transaction Advisor for Disposal of Land Parcels, Shops, Office Spaces & Hotels Under Area Based Development Project of Bhopal Smart City”**

The Authority shall endeavour to respond to the queries within a reasonable time. The responses will be sent by e-mail. The Authority will post the reply to all such queries on the Official Website without identifying the source of queries. The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in the RFP shall be construed as obliging the Authority to respond to any question or to provide any clarification.

1.10 SCHEDULE OF SELECTION PROCESS

The Authority would endeavour to adhere to the following schedule :

| Sl. No. | List of Events | Date & Time |
|---------|-----------------------------------|---|
| 1 | Date of publication of RFP | 21.10.2019 |
| 2 | Pre Bid Meeting | 30.10.2019 At 12.00 Hrs |
| 3 | Bid proposal submission last date | 05.11.2019 upto 17.30 PM |
| 4 | Hard copy submission last date | 06.11.2019 upto 12.00 PM |
| 5 | Technical bid opening date | 06.11.2019 |
| 6 | Presentation date | Will be intimated to Successful bidders separately |
| 7 | Results – Technical bid | Will be intimated separately |
| 8 | Financial bid - opening | Will be intimated separately |
| 9 | Performance Guarantee | Rs. 5,00,000/- (Five lakhs rupees only) That shall be released after completion of project |

SECTION - 2 : INSTRUCTIONS TO APPLICANTS

2.1 SUBMISSION OF PROPOSAL

The Applicant shall submit its Proposal in the form and manner specified in this Section of the RFP. The Proposal and Financial Bid shall be submitted in the prescribed Form at Appendix - I and Appendix - II respectively.

2.2 CONDITIONS OF ELIGIBILITY OF APPLICANTS

- a. An Applicant may either be a sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956 or a body corporate incorporated under the applicable laws of its origin.
- b. The participating transaction advisory firm must have a minimum experience of 3 years in India. The applicant is required to furnish the Certificate of Incorporation to validate the same.
- c. The participating transaction advisory firm must have completed or ongoing transaction advisory assignments for 15 Lacs square feet property in Madhya Pradesh in last 7 years. Relevant documents (such as completion certificates, agreements, invoice, CA certificate of fee receipt, media clipping, client certificate etc.) proving such mandates must be submitted with the proposal. The details of the same is given in Section 3.
- d. The firm must have registered with MP RERA department.
- e. A consortium of maximum 2 (two) entities is allowed for the assignment. However, in a case of a consortium, one of the entities should be a legal advisory firm. No other type of consortium is allowed for the selection process.
- f. The proposed team as key personnel should be full time permanent employees of the firm(s). External consultants and contractual employees are not allowed in the team.
- g. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal either by itself or through its Associate.

2.3 VISIT TO AUTHORITY AND VERIFICATION OF INFORMATION

Applicants are encouraged to submit their respective unconditional Proposals after visiting the office of the Authority, if necessary, and ascertaining for themselves the availability of documents and other data with the authority, applicable Laws and regulations or any other matter considered relevant by them.

2.4 AMENDMENT OF RFP

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 issuance of Addendum / Amendment, by conveying the same to the applicants by fax or e-mail or by posting on the website and the amendments will be binding on all applications

2.5 RIGHT TO REJECT ANY OR ALL PROPOSALS

The Authority reserves the right to accept or reject any Proposal and to annul the Selection Process at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

If such disqualification / rejection occurs after the Proposals have been opened and the L1 Applicant gets disqualified / rejected, then the Authority reserves the right to consider the L2 Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

2.6 PREPARATION AND SUBMISSION OF PROPOSAL

1. The Proposal and its copy, shall be signed by the authorized signatory of the applicant who shall initial each page. In case of printed and published Documents, only the cover shall be initialled. All the alterations shall be signed by the person(s) signing the Proposal. The authorized representative must properly sign the Proposal.
2. Applicant should note that except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and the evaluation will be carried out only on the basis of Documents received by the closing time of bid submission.
3. Transaction Advisory Firms are requested to submit their Proposal in English language. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects.
4. In preparing their Proposal, Transaction Advisory Firms are expected to thoroughly examine the RFP Document. Material deficiencies in providing the information requested may result in rejection of a Proposal.
5. Applicants should note the Proposal Due Date, as specified in RFP, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Client, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date. For the avoidance of doubt, the Client reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.
6. The Technical Proposal should provide the information using the attached Standard Forms as per “**Annexure 1**”.
7. Projects/assignments 100% completed shall only be considered for evaluation.
8. The Transaction Advisory Firms may be subjected to local taxes (such as service tax, social charges or income taxes on non-resident foreign personnel, duties, fees, levies etc.) on amounts payable by the Client. Transaction Advisory Firms must do their due diligence about the tax implications and Client will not be liable for any incident.
9. While submitting the Proposal, the Applicant shall in particular, ensure that :
 - All forms are submitted in the prescribed formats and signed by the prescribed signatories.
 - The authorization certificate.
 - CVs of all Key Personnel have been included.
 - Key Personnel have been proposed for the assignment.
 - The CVs have been signed and dated, by the authorized signatory.
 - The technical proposal shall not include any financial information relating to the Financial Proposal.

2.7 FINANCIAL PROPOSAL

1. Applicants shall submit the financial proposal online in given format.
2. In the event of any difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
3. While submitting the Financial Proposal, the Applicant shall ensure the following:
 - All the costs including tax liabilities associated with the assignment shall be included in the financial Proposal.
 - These shall normally cover remuneration for all the Personnel, accommodation, boarding & lodging, journey expenses including equipment, printing of documents, internal transport etc.
 - The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

The rate quoted shall be throughout the period of performance of the assignment up to and including discharge of all obligations of the Transaction Advisor under the agreement.
4. All payments shall be subject to deduction of taxes at source as per Applicable Laws.
5. The Proposal shall be valid for six months from the date of submission of bid.

2.8 MANNER OF SUBMISSION OF PROPOSAL

1. The intending applicant must read the terms and conditions of BSCDCL carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required.
2. Information and Instructions for Tenderers posted on Website(s) shall form part of tender Document.
3. The Tender Document as uploaded can be viewed and downloaded free of cost by anyone including intending tenderer, but the tender can only be submitted after uploading the mandatory scanned documents.
4. The Bidder shall submit the Technical BID & Financial Bid online through e-procurement portal www.mptenders.gov.in in comprising of the following documents along with supporting documents as appropriate:

Checklist for Online Submission: Envelope (A, B and C)

(a) Envelope-A will contain: (Hardcopy and online submission is necessary)

1. Proof of e-payment towards cost of tender document/Acknowledgement towards cost of tender fee submission.
2. Proof of online payment through e-portal www.mptenders.gov.in of EMD on tendering portal.

(b) Envelope-B will contain: (Hardcopy and online submission is necessary)

1. Scanned copy of all approved/authenticated documents as per Para “Conditions of Eligibility of Applicants” of this RFP.
2. Letter of Acceptance of tender condition unconditional as per format enclosed.
3. Certificate of Financial Turnover duly certified by CA as indicated above.
4. GST registration number, EPF registration, PAN No.
5. All pages of the entire Corrigendum (if any) duly signed by the authorized person.
6. Acceptance letter and Affidavit/Undertaking for Blacklisting/ Debar. Bidder to submit the affidavit on Rs. 100 stamp paper.
7. Any other documents as asked in RFP document.

(c) Envelope-C will contain: (Only online submission is necessary)

1. The Financial Bids shall be uploaded online only strictly in the prescribed format.
2. If the applicant offers any condition or conditional rebate, their tender shall summarily be rejected.
3. The applicants are required to quote strictly as per terms and conditions, specifications, standards given in the RfP documents and not to stipulate any deviations.
4. After submission of the tender the applicant can re-submit revised tender any number of times but before last time and date of submission of RfP as notified.
5. When it is desired by BSCDCL to submit revised financial tender then it shall be mandatory to submit revised financial tender. If not submitted then the tender submitted earlier shall be come invalid. On opening date, the applicant can login and see the RfP opening process.
6. Applicant can upload documents in the form of JPG format and PDF format.
7. If the contractor is found ineligible after opening of tenders, his tender shall become invalid and cost of RfP document and processing fee shall not be refunded.
8. If any discrepancy is noticed between the documents as uploaded at the time of submission of RfP and hard copies as submitted physically by the applicant the RfP shall become invalid and cost of RfP document and processing fee shall not be refunded.

2.1 REFUNDED.MODIFICATION / SUBSTITUTION / WITHDRAWAL OF PROPOSALS

1. The Applicant cannot modify, substitute and can only withdraw its Proposal after submission, provided that written notice of the withdrawal is received by the Authority prior to last date for submission of bid. No Proposal shall be withdrawn by the Applicant on or after the last date for submission of bid.

2. The withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked **“WITHDRAWAL”**, as appropriate.
3. Any alteration / modification in the Proposal or additional information or material supplied subsequent to the last date of submission of bid, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.2 EVALUATION PROCESS

1. The Authority shall open the Proposal on 06.11.2019 at BSCDCL office and in the presence of the Applicants who choose to attend. The Envelops marked **“Technical Proposal” shall be opened first. The envelopes marked “Financial Proposal” shall** be opened for the Technically Qualified bidders at a date, which will be notified subsequently.
2. Proposal for which notice of withdrawal has been submitted shall be not opened.
3. As part of the evaluation, the Pre-Qualification Proposal submission shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria. Subsequently the Technical Proposal submission, for Applicants who meet the Minimum Qualification Criteria (the “Shortlisted Applicants”), shall be checked for responsiveness in accordance with the requirements of the RFQ cum RFP and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFQ cum RFP document.
4. The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
5. The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process.
6. Based on the proposals submitted a presentation has to be given by the bidders wherein the bidders are required to present their capacity of handling the project and also need to present the understanding on the scope of work along with the methodology of work.
7. A presentation to be made by the bidders regarding.
 - Company profile
 - Similar assignments executed
 - Understanding of the project.
 - Approach and methodology to carry out this assignment.
8. Based on the evaluation of technical bid and presentation the qualified bidders financial Bids to be opened.

9. 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 Applicants if the assignment is subsequently awarded to it.
10. It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Client, 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. Technical Bids shall be evaluated based on total score of 100. The Evaluation and score shall be based on competency of Firm/ Consortium, financial credentials, quality of manpower commitment, Approach and Methodology. Score above 70 out of 100 shall only be qualified technically.
12. Financial bids shall be opened for financial ranking, only for bidders qualifying technically.
13. The technical proposal shall be evaluated on the following parameter and the marks shall be given accordingly.
14. Qualification and experience of the key personnel of the proposed team for the work.
Technical Evaluation Criteria: The evaluation committee (“Evaluation Committee”) appointed by the Client will carry out the technical evaluation of Proposals on the basis of the following evaluation criteria and points system.
15. Each evaluated Proposal will be given a technical score (St) as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

A. Technical evaluation

Based on the submitted technical proposal, relevance of credentials and understanding of this assignment – each consultant shall be assigned a technical score out of 100. The Transaction Advisory scoring total minimum 70 marks out of 100 in Section A (70 marks) and Section B Presentation (30 marks) shall be eligible for opening financial bid.

| S. No. | Criteria | Marks |
|-----------------------------------|--|--|
| SECTION A – Total 70 Marks | | |
| 1. | Past Experience of the firm | |
| | <p>a. Experience of Transaction Advisory in public/ private sector (In Madhya Pradesh) – in last 7 years (maximum 40 marks)</p> <p>Commercial and retail Property Area for Completed/ Ongoing Project above 2 Lacs Square feet in Madhya Pradesh– 10 marks per assignment</p> <p>Property Area for Completed Project between 1 Lacs Square feet to 2 Lacs square feet in Madhya Pradesh – 7 marks per assignment</p> <p>The bidder should provide Completion certificate/client satisfaction letter/CA certification / invoice / published news article / mandate letter / Fee agreement/Acknowledgement letter as documentary proof for the eligible assignments.</p> <p>The supporting documents mentioned above should</p> | <p>Maximum Marks-40</p> <p>(10 marks per assignment for property area above 2 Lacs square feet, and 7 Marks for property area between 1 to 2 Lacs square feet, if assignments in Madhya Pradesh)</p> |

| S. No. | Criteria | Marks |
|-------------------------------|---|--|
| | specify the project value. | |
| | b. Experience of Transaction Advisory in public/ private sector (Out of Madhya Pradesh within India)– in last 7 years (maximum 2marks) Commercial and retail Area for Completed/ Ongoing Project above 2 Lacs Square feet out of Madhya Pradesh within India– 5 marks per assignment Property Area for Completed Project between 1 Lacs Square feet to 2 Lacs square feet out of Madhya Pradesh within India– 3 marks per assignment | Maximum Marks-20 (10 marks per assignment for property area above 2 Lacs square feet, and 7 Marks for property area between 1 to 2 Lacs square feet, if assignments are Out of Madhya Pradesh within India) |
| 2 | Qualification and Experience of Team Proposed for the assignment | 10 |
| | Team Leader (MBA in Sales/Marketing with Minimum experience- 07 Years) (4 Marks) | |
| | Transaction manager (Post graduate with Minimum experience of 05 Years in transaction advisor in real estate market) (2Marks) | |
| | Marketing Manger (MBA in Sales/Marketing with Minimum experience- 03 Years) (2 Marks) | |
| | Legal advisor (LLB with Minimum experience- 07 Years) (2 Marks) | |
| SECTION B – Total 30 Marks | | |
| 1 | Presentation on Approach and Methodology | 30 |
| Total (Section A + Section B) | | 100 |

B. Financial Evaluation

- Bidders scoring marks 70 or above in technical evaluation are eligible for opening financial proposal.
- Financial bid only for the successful bidders will be opened, and work will be awarded to L1 bidder. (Lowest quote)

2.13 KEY PERSONALS / STAFF

The Transaction Advisory Firm's team shall consist of the following key personnel who shall discharge their respective responsibilities to accomplish the tasks mentioned in the TOR:

| Sr. no | Position | Educational qualifications | Total professional experience |
|--------|---------------------|---|---|
| 1 | Team Leader | Post Graduate /MBA / Equivalent in Real Estate/Finance / similar field | 15 years or more preferably in Real Estate/Infrastructure Project |
| 2 | Transaction Manager | Post Graduate/ MBA / equivalent in Management / Finance / Strategy / Planning/ realestate | 10 years or more |
| 3 | Marketing Manager | Post Graduate / MBA | 5 years or more |

| | | | |
|---|---------------|--|-----------------|
| | | Equivalent in Public Relation/Marketing | |
| 4 | Legal advisor | LLB | 7 years or more |

- List of minimum key personnel/ staff:
- Age of the key staff proposed should not be more than 70 Years on the last day of submission of proposal
- The firm is free to deploy additional staff as per their requirement
- The key staff proposed above should be available for presentations/ discussions/ meetings with the Clients / BSCDCL or any other related entities, in Bhopal
- A summary of experience is to be provided by the firm for each of the key staff as per formats in annexure

2.14 CLARIFICATIONS

To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarification / additional information from any Applicant regarding its Proposal. Such clarification (s) shall be provided in writing within the time specified by the Authority for this purpose failing its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by constructing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

2.15 APPOINTMENT OF TRANSACTION ADVISER

1. **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 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 submission thereof, cancel the LOA and next Applicant may be considered.
2. **COMMENCEMENT OF ASSIGNMENT**: The Transaction Adviser shall commence the work as per the Terms of Reference within 10 days of the date of acceptance of the LOA or such other date as may be mutually agreed. If the Consultant fails to either acknowledge the LOA or commence the assignment as specified herein, the Authority may invite the next Applicant for negotiations. In such an event, the LOA as the case may be shall stand cancelled / terminated. Once the LoA is signed, the detailed work order will be issued to the TA.
3. The duration of the project shall be of 5 years post date of issue of work order, that may be extend to 3 years further based on the performance on mutual consent.
4. The TA shall be paid quoted fees for all the transactions, even after the duration of the mandate. These transactions / deals must be initiated during the mandate period of this assignment.
5. The TA shall be allowed to complete the transaction initiated by his firm during contract period, given he will the best person to complete the transaction knowing the history of the deal / transaction.

2.16 TIME SCHEDULE FOR DELIVERY FOR CONCEPTULIZATION STUDY

| Stage | Stages |
|---------|-------------------------------|
| Phase 1 | Conceptualization Study |
| Phase 2 | Transaction Advisory Services |

It is the responsibility of the Transaction Advisor to complete the assignment upto the signing of the agreement with the developer.

Stages given in the table above is indicative.

2.17 PAYMENT SCHEDULE

The payment schedule for the assignment is as given below:

| Stage | Details of Stages | Percentage |
|----------|---|--|
| Phase I | Commencement of Study | 50% as advance towards start of Conceptualization Study (Against Bank guarantee) |
| | After acceptance of Report within 4 weeks of starting the study | Remaining 50 % |
| Phase II | Sale of Land (Including commercial spaces) | Transaction amount payable on Pro Rata basis (In ratio of) of receipt of payment from the purchaser. On the Sale Value of the Property and not allied taxes whichever applicable. Shall be payable within 15 days of each transaction. |
| | For Lease Transactions and Revenue Share Transactions | Transaction amount payable on Pro Rata basis (In ratio of) of receipt of payment from the purchaser. On the premium amount of the Property and not allied taxes whichever applicable. Shall be payable within 15 days of each transaction. |

2.18 MISCELLANEOUS

In Case of any disputes, the matters shall be settled mutually. However, the decision of Executive director, Bhopal Smart City Development Corporation Limited will be final and binding.

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

1. Suspend and / or cancel the Selection Process and / or amend and / or supplement the Selection Process or modify the dates or other terms of conditions relating thereto.

2. 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
3. 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.
4. 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
5. 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.
6. Rates to be quoted including all Taxes, Excluding GST, That shall be paid extra as per actual.

2.19 TERMINATION OF THE ENGAGEMENT

If the performance of the Transaction Adviser is not up to the satisfaction of BSCDCL or the Transaction Adviser fails to perform as per the agreed Terms of Reference (TOR), BSCDCL reserves the right to terminate the engagement with right to claim damages, loss etc. as deemed fit.

The Transaction Adviser may terminate the agreement if BSCDCL fails to pay the Transaction Adviser. In both the cases 30 days written notice to be served.

SECTION - 3 : DOCUMENTS

Following documents and formats are to be submitted as part of the proposal. The forms and formats are to be duly filled as required.

3.1 DOCUMENTS FOR TECHNICAL PROPOSAL (APPENDIX 1)

The Proposal includes the following documents:

Form 1 : Letter of Proposal

Form 2 : Particulars of the applicant

Form 3 : Statement of Legal Capacity

Form 4 : Financial Capacity of the Applicant

Form 5 : Particular of Key Personnel to deployed for the Assignment

Form 6 : Curriculum Vitae (CV) of Key Personnel

Form 7: Details of similar assignments executed in last 5 years.

Form 8 : Consortium details

3.2 DOCUMENTS FOR FINANCIAL PROPOSAL (APPENDIX 2)

The Financial Proposal includes the following documents :

Form 1 : Covering Letter

Form 2 : Financial Proposal

TECHNICAL PROPOSAL

APPENDIX - I

Form - 1

Letter of Proposal

(On Applicant's, letterhead)

(Date and Reference)

To,

The Chief Executive Officer,

Bhopal Smart City Development Corporation Ltd.

Zone 14, near Tatpar petrol pump, BHEL Govindpura, Bhopal – 462023 (Madhya Pradesh).

Tel no. - 0755 2477770

Email – bscdcl@smartbhopal.city

Sub : Appointment of Transaction Advisor for Development of land parcels in Area Based development of Smart city, Bhopal, Madhya Pradesh

Ref : Your tender ID no.BSCDCL/108 dated 21.10.2019

Dear Sir,

With reference to your RFP Documents No.108 dated 21.10.2019, I / We, having examined all relevant documents and understood their content, hereby submit our Proposal for selection as Transaction Advisor to advise on the process and selection of developer for Area based development, Smart City Bhopal, Madhya Pradesh. The proposal is unconditional and unqualified.

I / We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Transaction advisor and we certify that all information provided in the Proposal and in the Appendix is true and correct and documents accompanying such Proposal are true copies of their respective originals.

I / We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise waive our right to challenge the same on any account whatsoever.

I / We certify that in the last three years, we or any of our Associates have neither failed to perform any contract as evidenced by imposition of penalty or by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or by any PSU nor been expelled from any project or contract by any public authority or have had any contract terminated by any public authority for breach on our part.

I / We declare that :

I / We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any public sector enterprise or any government, central or State; and

I / We hereby certify that we have taken steps to ensure that in conformity with the provision of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

I / We understand that the Authority may cancel the Selection Process at any time and that the Authority is neither bound to accept any Proposal nor to select the Consultant, without incurring any liability to the Applicants.

I / We hereby irrevocably waive any right or remedy which we may have at any stage under law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and / or the Government of Madhya Pradesh] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned job of valuation.

I / We agree and understand that the proposal is subject to the provision of the RFP document. In no case, shall I / We have any claim or right of whatsoever nature, if the appointment of Transaction Adviser is not awarded to me / us or our proposal is not opened or rejected.

I / We agree to keep this offer valid for six from the Proposal Due Date specified in the RFP.

An authorization certificate in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 4.

In the event of my / our firm being selected as the Transaction advisor, I / we agree and undertake to provide the services of the Transaction Advisor in accordance with the provision of the RFP and the Terms of Reference and that the Transaction Advisor shall be responsible for providing the agreed services himself and not through any other person or Associate.

I / We have studied RFP and all other documents carefully. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to Selection Process including the award of the job of Transaction Advisor.

The Financial Proposal is being submitted in separate cover. This Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

I / We agree and undertake to abide by all the terms and conditions of the RFP Document.

In witness thereof, I / we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

For and on behalf of

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant / Lead Member)

Form 2 : Information of applicant organization

| | | APPENDIX - I |
|------------------------------|---|--------------|
| Particulars of the Applicant | | |
| Sl. No. | Particulars | Details |
| 1. | State the following : | |
| | Name of the Firm : | |
| | Legal status (e.g. sole proprietorship, partnership or Company) : | |
| | Country of incorporation : | |
| | Registered office address : | |
| | Year of Incorporation : | |
| | Year of commencement of business : | |
| | Principal place of business : | |
| | Name, designation, address and phone numbers of authorized signatory of the Applicant : | |
| | Name : | |
| | Designation : | |
| | Company : | |
| | Address : | |
| | Phone No. : | |
| | Cell No. : | |
| | Fax No. : | |
| | E-mail address : | |
| | Website : | |
| 3. | Documents to be attached. | |
| | i) About existence of firm / company – MoA / partnersheep deed | |
| | ii) Details of professional fees received during last 3 (three) years | |
| 5. | i) Copy of Income Tax Return for last financial year | |
| | ii) Copy of valid GST registration | |
| | iii) Copy of any other statutory documents | |
| 6. | Experience of the Firm in Similar Nature of Projects | |
| | Completed similar mandates in last 5 years | |
| 8. | (Signature, name and designation of the authorized signatory) | |
| | For and on behalf of | |

Form - 3

Statement of Legal Capacity

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

Ref : Date :

To,

The Chief Executive Officer,
Bhopal Smart City Development Corporation Ltd.
Zone 14, near Tatpar petrol pump, BHEL Govindpura, Bhopal – 462023 (Madhya Pradesh).
Tel no. - 0755 2477770
Email – bscdcl@smartbhopal.city

Sub : Appointment of Transaction Advisor for Project Development in Area Based development of Smart city, Bhopal, Madhya Pradesh

Ref : Your tender ID no.BSCDCL/108 dated 21.10.2019

Dear Sir,

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

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

Yours faithfully,

For and on behalf of

(Signature, name and designation of the authorized signatory)

Form - 4

Financial Capacity of the Applicant

| Sl. No. | Financial year | Annual Revenue |
|----------------|-----------------------|-------------------------|
| | | (INR In Crore) * |
| 1. | 2017-18 | |
| 2. | 2018-19 | |
| 3. | 2019-20 | |

Certificate from the Statutory Auditor

This is to certify that **(Name of the Applicant)** has received the payments shown above against the respective years on account of professional fees for rendering services as Consultant.

(Signature, name and designation of the authorized signatory)

Date :

Name and seal of the audit firm :

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.

Form - 5

Particulars of Key Personnel for the Assignment

| Sl. No | Name | Designation | Education | Total experience | No of years with present employer | No of eligible assignments |
|---------------|-------------|--------------------|------------------|-----------------------------|--|-----------------------------------|
| | | | | | | |
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Form - 6

Curriculum Vitae

Proposed Position _____
Name
Date of Birth
Nationality
Profession
Present Designation
With Firm since
Area of Specialization
Contact Nos.
Email

KEY QUALIFICATIONS

EDUCATIONAL AND PROFESSIONAL STATUS

WORK EXPERIENCE

LANGUAGE CAPABILITY

Certification:

I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

Signature :

Dated:

Place:

Form 7**Details of similar assignments executed in last 5 years.**

| | |
|---|---|
| Name of company executed the assignment: | |
| 1. | Name of Contract: |
| 2. | Name of Client: |
| 3. | Client's Address: |
| 4. | Nature of similar work and special features relevant to the contract for which the Bidding documents are issued: |
| 5. | Equivalent amount: Total value of land parcel sold: Total fee earned from the transaction ~ |
| 6. | Date of award/completion: |
| 7. | Proof of completion attached herewith |
| 8. | Remarks if any |

Form 7

Consortium details

(To be executed by the Consortium Members)

The agreement should at least cover the following:

- Role of legal member in consortium
- Lead consortium member and authorised representative (team leader)
- Mechanism for decision making in the consortium and dispute resolution

APPENDIX - II

FINANCIAL PROPOSAL

Form - 1

Covering Letter

(On Applicant's letter head)

(Date and Reference)

To,

Chief Executive Officer

Bhopal Smart City Development Corporation Ltd.

Zone 14, near Tatpar petrol pump, BHEL Govindpura, Bhopal – 462023 (Madhya Pradesh).

Tel no. - 0755 2477770

Email – bscdcl@smartbhopal.city

Sub : Appointment of Transaction Advisor for Development of land parcels in Area Based development of Smart city, Bhopal, Madhya Pradesh

Ref : Your tender ID no.BSCDCL/108 dated 21.10.2019

Dear Sir,

I / We, **(Applicant's name)** herewith enclose the **Financial** Proposal for selection of my / our firm as Transaction Advisor for Selection of developers for Deep Sea Port at Area based development, Smart City Bhopal, Madhya Pradesh.

I / We agree that this offer shall remain valid for a period of 6 months from the date of submission of bid or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

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

APPENDIX - II

Form - 2

Financial Proposal

Bidder shall quote percentage value per transaction as a transaction fees that shall be paid as per below mentioned payment schedule.

1) Fees charged for Conceptualization Study:

One-time professional fee(Quoted Amount) will be charged for Conceptualization study.

The same shall be payable as below:

50% as advance towards start of Conceptualization Study (Against performance guarantee)

50% after acceptance of Report within 4 weeks of starting the study.

2) Fees charged for successful transactions:

A. Sale of Land / Property-

%.....Quoted value of the transaction amount payable on Pro Rata basis (In ratio of) of receipt of payment from the purchaser. On the Sale Value of the Property and not allied taxes whichever applicable. Shall be payable within 15 days of each transaction.

B. For Lease Transactions and Revenue Share Transactions

Schedule for payment of fees (...../Quoted value)

%.....Quoted value of the transaction amount payable on Pro Rata basis (In ratio of) of receipt of payment from the purchaser. On the Premium amount Value of the Property and not allied taxes whichever applicable. Shall be payable within 15 days of each transaction.

Revenue Share Transaction: Same as above, the base for the rental calculations will be as per business plan of the respective retail format OR Security Deposit Rate shall form the basis. Whichever is higher.

Signature of the Authorized person
For (Name of the Bidder)

Notes :

The financial proposal is unconditional.

All payments shall be made in Indian Rupees after TDS and subject to deduction of other applicable taxes, if any.

ANNEXURE - I

Terms of Reference (TOR) for Transaction Adviser

Scope of Work

- Preparation of detailed project report for ABD area (Approx. 114 Acres of saleable land, Haat Bazar & Commercial Complex).
- Prioritise the land/property to be sale as per market requirement. The Transaction Advisor shall Conceptualization preparation of Lease / Revenue Share / Sale strategy document
- Transaction structuring & financial negotiations with clients on basis of a mutually decided business plan number.
- Assistance to full in documentation for successful conclusion of the transaction.
- Conceptualization Study- A thorough study of the retail scenario of the project city with an overview of the retail scenario in the City.
- Assisting the architect in drawing out/altering floor plans to make them more efficient for leasing thus increasing revenue.
- Strategy document on the project mentioning important milestones timelines, action strategy, business plan with five-year projection. Same can be used by you for your financial workings as well.
- The scope of work of Transaction Adviser includes the following and not limited to the same in discharging the duties for transaction of various projects (Including PPP Projects if any) under Bhopal Smart City Mission. The transaction Advisor shall provide commercial, financial and legal services in support of project preparation and transactions, which shall include but not limited to
 - (i) Carry out pre-feasibility studies;
 - (ii) Conduct project feasibility studies, assess PPP options,
 - (iii) Carry out Value for Money (VfM) analysis.
 - (iv) Conduct financial analysis and modelling, and project structuring;
 - (v) Financial Detailed Project Report including but not limited to projectivization, cash flow, phasing, etc. required by Banks/Financial Institute who are willing to provide loan for the development of the project.
 - (vi) Prepare bidding documents and draft contracts;
 - (vii) Carry out the bidding process until signing of the contract with the prospective private sector proponent or concessionaire and Provide advisory services until the financial close of the project or as & when required, etc.
 - (viii) Project identification, development and implementation activities of various projects.
- Help structure projects to enable recovery of the investments made in such projects through innovative business and commercial practices such as commercial sale of real estate, levy of user charges/ fee, facilitating financial contribution under the various schemes of Government of India and exploitation of development rights/ concessions etc., as appropriate under the applicable laws.

- Proactively market the structured projects to potential investors, both domestic and foreign (as per project requirement in consultation with BSCDCL), at appropriate stages. These shall include but not limited to:
 - Marketing strategy
 - Road shows
 - Marketing collaterals
 - Promotional activities
 - PR activities
- Structure and market the projects (as per direction of BSCDCL) in such a manner that various forms of aid, grant etc. from the Government of India, national and international institutions etc. can flow into the projects.
- Assist in providing all services including inter alia, selection of technical consultants, concessionaires, independent engineers etc. and preparation, scrutiny, legal vetting & certification of essential documents including bid documents, contracts, bank guarantees etc., subject to terms and condition of the project specific ToR.
- The Transaction Advisor shall prepare following documents as per the requirement of the project for Bid Process management, not limited to:
 - Expression of Interest (EOI).
 - Information memorandum.
 - NIT (Notice inviting tenders).
 - RFP (Request for Proposal).
 - RFQ (Request for Quotation).
 - ITB (Instruction to Bidders).
 - LOI (Letter of Intent).
 - Term sheet.
 - Definitive agreement.
 - Identification of bid parameter.
 - Sale Deed.
 - Rent Agreement.

The scope of work of Transaction Adviser includes the following and not limited to the same in discharging the duties for selection of developers for development in Area Based Development, depending upon the feasibility and availability of statutory clearances from GoMP by following due procedure of law and best professional practices :-

A) Review of existing business plan(s)

The Transaction Adviser shall submit a review reports at the commencement of the assignment comments on the reports, explaining the methodology to be followed, the work plan etc. It should also mention the approach for the assignment, timelines and effort estimation. A detailed commentary of assumptions used for feasibility, demand and financial models needs to be incorporated in the report

B) Preparation of marketing plan

The TA will have to prepare a marketing plan for the asset classes applicable to the ABD project.

Following aspects need to be covered in the marketing plan

- Marketing strategy
- Road shows
- Marketing collaterals
- Promotional activities
- PR activities

C) Categorization and criteria for bid process

A report including detailed assessment of land parcels in the ABD for commercial exploitation. This would also include ascertaining the criteria and strategies for bid process for each land parcels.

D) Bid process management

Preparation of various bid documents containing following, not limited to

- Expression of Interest (EOI)
- Information memorandum
- NIT (Notice inviting tenders)
- RFP (Request for Proposal)
- RFQ (Request for Quotation)
- ITB (Instruction to Bidders)
- LOI (Letter of Intent)
- Term sheet
- Definitive agreement
- Identification of bid parameter

E) Term-sheet Signing – Scope consists of the following tasks a) Putting in the land allotment form b) Getting the client to finalise selection of their site & issue a LOI including all details in the term-sheet

F) Handover and Documentation Closedown – Co-ordination with client and their legal counsel for complete documentation including signing of the definitive agreement / sale deed.

.....