

Government of India
Planning Commission
(Secretariat for the Committee on Infrastructure)
EOI Notice No. N-14070/24/2008-Infra dated 15 July, 2008

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REQUEST FOR PROPOSAL

(Re-invitation)

**Consultancy for Preparation of a Report on “India Infrastructure Sector:
Current Policy and Regulatory Environment for Attracting
Investments”**

Background

1. The Secretariat for the Committee on Infrastructure has decided to assign the preparation of a report on “*India Infrastructure ~~Sector~~: Current Policy and Regulatory Environment for Attracting Investments*” to a consultancy firm.

Request for Proposal

2. Director (Infrastructure), Planning Commission, for and on behalf of the President of India, hereby invites proposals from reputed consultancy firms with proven experience in economic research in infrastructure sectors to prepare a report on “*India Infrastructure ~~Sector~~: Current Policy and Regulatory Environment for Attracting Investments*”.

Validity of Proposal

3. The proposal should be valid for a period not less than 60 days from the due date for receiving the proposal.

Objective and Scope of the Assignment

4. The objective of the assignment is to set out exhaustively and cogently all aspects of the existing policy and regulatory framework in various infrastructure sectors in a readily accessible and transparent manner.
5. Projections on required investment in infrastructure sectors have been made by the Planning Commission consistent with achieving GDP growth averaging 9% per year during the Eleventh Plan 2007-08 to 2011-12. These projections and the existing policy and regulatory framework in various infrastructure sectors are variously contained, *inter alia*, in the Eleventh Plan documents, the 2008 Consultation Paper of the Planning Commission on “Projections on Investment in Infrastructure during the Eleventh Plan”, the financing plans prepared for some infrastructure

sectors, the reports of Working Groups set up for the Eleventh Plan period as well as various policy pronouncements and annual reports/ circulars of the Government of India and State Governments over time.

6. Consistent with the high priority accorded by the Government to investments in the infrastructure sectors and the estimated investment requirements, the Planning Commission would be assigning the preparation of a report on all aspects of the existing policy and regulatory framework in various infrastructure sectors to an eminent consultancy firm with proven experience in economic research particularly in infrastructure sectors.

Terms of Reference

7. The consultancy firm would be required to:
 - a. explore, collate, compile and detail out, comprehensively and cogently in a report, all existing policy, regulatory and procedural frameworks and specifications with regard to attracting investment in infrastructure in India; ~~and~~
 - b. delineate and highlight the changes in policies introduced in the last decade to promote greater commercialisation of infrastructure, including promotion of public-private partnerships. Policy prescriptions or recommendations for policy reform do not constitute an objective of this exercise and should not be a part of this report; ~~and~~
 - ~~b.c.~~ assist in all tasks related to the printing of the report such as formatting, editing, proof-reading, etc.
8. The coverage of infrastructure sectors will include electricity (including non-conventional energy), telecommunications, roads and bridges, railways (including MRTS), ports, airports, irrigation (including watershed development), water supply and sanitation, storage and gas distribution sectors.

Brief Description of the Selection Process

9. A two stage selection process will be adopted in evaluating the Proposals. In the first stage, a technical evaluation will be carried out. In the second stage, a financial evaluation will be carried out. Proposals will finally be ranked according to their combined technical and financial scores. The first ranked Applicant shall be selected while the second ranked Applicant will be kept in reserve.

Eligibility of Applicant and Key Person

10. The Applicant shall have, over the past seven years preceding the Proposal Due Date, undertaken similar assignments or relevant work.

9.11. The ~~Consultancy Team~~ Applicant shall ~~consist of~~ deploy the following key person for this assignment who shall discharge his responsibilities as specified below:

Key Person	Responsibility	Experience
Infrastructure Expert	To ensure preparation of the report according to the Terms of Reference	Should have written, edited and published at least 10 books or articles in reputed journals on economic policy and associated areas in the last 5 years.

Timeframe for Study

10.12. The first draft of the report will be submitted to Principal Adviser to Deputy Chairman, Planning Commission, by 15th October 2008. The final report, in three copies, will be submitted by 31st October 2008.

Eligibility of Applicants

11.13. Any entity which has been barred by the Central / State Government in India, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal.

12.14. An Applicant should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant.

Right to reject any or all Proposals

13.15. Notwithstanding anything contained in this RFP, the Planning Commission 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.

14.16. The Planning Commission reserves the right to reject any Proposal if:

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

Submission of Proposals

15.17. The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed as detailed below:

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

- (a) CV of the Key Person has been submitted;
- (b) Key Person has been proposed only if he meets the Conditions of Eligibility;
- (c) the CV has been recently signed in blue ink by the concerned Person and countersigned by the Applicant. Photocopy or unsigned / countersigned CV shall be rejected;
- (d) the CV shall contain an undertaking from the Key Person about his/her availability for the entire period of report preparation; and
- (e) the Key Person proposed has good working knowledge of English language.

16.18. Failure to comply with the requirements spelt out in Clause 16 above shall make the Proposal liable to be rejected.

17.19. If an individual Key Personnel makes an averment regarding his qualification, experience or other particulars and it turns out to be false, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Letter of Acceptance, he shall be debarred for any future assignment of the Planning Commission for a period of five years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

~~18.20.~~ The Technical Proposal shall not include any financial information relating to the Financial Proposal.

~~19.21.~~ The Planning Commission reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Failure of the Planning Commission to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Planning Commission thereunder.

~~20.22.~~ In case it is found during the evaluation or at any time before issue of Letter of Acceptance (LOA) that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant. If the Applicant has already been issued the LOA the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Planning Commission without the Planning Commission being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

~~21.23.~~ The Applicants shall submit the Proposal with each page of the submission signed by the Authorized Representative of the Applicant. In case the proposal is submitted on the document down loaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Planning Commission and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Planning Commission, the latter shall prevail.

~~22.24.~~ The Proposal will be sealed in an outer envelope which will bear the address of the Planning Commission, RFP Notice no., Consultancy name and the name and address of the Applicant. It shall bear on top, the following:

“Do not open, except in presence of the Authorised Person”

If the envelope is not sealed and marked as instructed above, the Planning Commission assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted.

23.25. The aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked '**Technical Proposal**' and the other clearly marked '**Financial Proposal**'. The envelope marked "Technical Proposal" shall contain:

- (i) Application in the prescribed format along with relevant Forms and supporting documents; and
- (ii) copy of Memorandum and Articles of Association, if the Applicant is a corporate body, and if a partnership, then a copy of its partnership deed.

The envelope marked "Financial Proposal" shall contain the financial proposal in the prescribed format.

24.26. The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.

25.27. The completed Proposal must be delivered on or before the specified time on the due date as per Clause 31.32. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

26.28. The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents.

27.29. The rates quoted shall be firm throughout the period of performance of the assignment upto and including acceptance of the Report by the Planning Commission and discharge of all obligations of the Consultant under the Agreement.

Financial Proposal

28.30. Applicants shall submit the financial proposal in the Forms at Annexe 6 clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall be taken into account.

~~29~~31. While submitting the Financial Proposal, the Applicant shall ensure the following:

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel, accommodation, air fare, printing of documents, taxes 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.
- (ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.
- (iii) Costs (including break down of costs) shall be expressed in INR.

Proposal Due Date

~~30~~32. The proposals should be submitted on or before 11.00 hours on August ~~4~~5, 2008 to

Shri C.K. Sharma,
Section Officer (Infrastructure),
Planning Commission,
Room 224, Yojana Bhawan,
Parliament Street,
New Delhi – 110 001
For any further queries please contact: sp.chouhan@nic.in.

Late Proposals

~~31~~33. Proposals received by the Planning Commission after the specified time on the due date shall not be eligible for consideration and shall be summarily rejected.

~~32~~34. Any alteration / modification in the Proposal or additional information or material supplied subsequent to the due date, unless the same has been expressly sought for by the Planning Commission, shall be disregarded.

Evaluation Process

~~33~~35. The Planning Commission shall open the Proposals at 1130 hours on the due date, at the place specified in Clause ~~31~~32 and in the presence of the

Applicants who choose to attend. The envelopes marked “Technical Proposal” shall be opened first. The envelopes marked “Financial Proposal” shall be kept sealed for opening at a later date.

34.36. Prior to evaluation of Proposals, the Planning Commission will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- (a) it is received in the specified format;
- (b) it is received by the due date including any extension thereof;
- (c) it is signed, sealed and marked as stipulated;
- (d) it contains all the information (complete in all respects) as requested in the RFP;
- (e) it does not contain any condition or qualification; and
- (f) it is not non-responsive in terms hereof.

35.37. The Planning Commission 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 Planning Commission in respect of such Proposals.

36.38. The Planning Commission would subsequently examine and evaluate Proposals in accordance with Clause 9 in this RFP.

37.39. After the technical evaluation, the Planning Commission would prepare a list of pre-qualified Applicants for opening of their Financial Proposals. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Planning Commission will not entertain any query or clarification from Applicants who fail to qualify at any stage of Selection Process.

Clarifications

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

Evaluation of Technical Proposals

~~39.41.~~ In the first stage, the Technical Proposal will be evaluated on the basis of the experience of the Key Person and the Applicant ~~and the understanding of TOR~~. Only those Applicants whose Technical Proposals score 70 marks or more out of 100 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (S_T).

~~40.42.~~ The scoring criteria to be used for evaluation shall be as follows:

Item Code	Parameter	Maximum Marks	Criteria
1.	Firm's Relevant Experience	30	Marks shall be awarded for the number and quality of relevant consultancy assignments undertaken by the Applicant firm in the infrastructure sector.
2.	Relevant Experience of Infrastructure Expert	70	Marks for the Infrastructure Expert shall be awarded for the number and quality of relevant assignments he/she has worked on in the infrastructure sector.
Grand Total		100	

Evaluation of Financial Proposal

~~41.43.~~ In the second stage, the financial evaluation will be carried out and each Financial Proposal will be assigned a financial score (S_F).

~~42.44.~~ For financial evaluation, the total cost indicated in the Financial Proposal will be considered.

~~43.45.~~ The Planning Commission will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest

financial proposal (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M/F$$

(F = amount of Financial Proposal)

Combined Technical and Final Evaluation

44.46. Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

Where S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal that shall be 0.80 and 0.20 respectively.

45.47. The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve in case the first ranked Applicant withdraws, or fails to comply with the requirements as the case may be.

Award of Consultancy

46.48. After selection, a Letter of Award shall be issued, in duplicate, by the Planning Commission to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. The LOA shall constitute the Agreement for the purpose of this consultancy assignment.

Proprietary data

47.49. All documents and other information provided by the Planning Commission or submitted by an Applicant to the Planning Commission shall remain or become the property of the Planning Commission. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Planning Commission will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Planning Commission in relation to the Consultancy shall be the property of the Planning Commission.

Payment to the Consultant

48.50. Billing and payments in respect of the Services shall be made as follows:-

The Consultant shall be paid for its services as per the Payment Schedule below:

- (i) upon submission of draft report – 20% of contract value
- (ii) upon submission of final report – 50% of contract value
- (iii) upon acceptance of report by the Planning Commission – 30% of contract value

~~49.~~51. The Planning Commission shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Planning Commission of duly completed bills with necessary particulars.

~~50.~~52. All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Planning Commission by the Consultant.

Performance Security

~~51.~~53. The Planning Commission shall retain by way of performance security 5% (five percent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of three months after the expiration of the contract.

Liquidated Damages for error/variation

~~52.~~54. In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Planning Commission in a reasonable manner and recovered from the Consultant by way of liquidated damages, subject to a maximum of 10% (ten percent) of the Contract Value.

Liquidated Damages for delay

~~53.~~55. In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two percent) of the Contract Value per day, subject to a maximum of 10% (ten percent) of the Contract Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

Appropriation of Performance Security

54.56. The Planning Commission shall have the right to appropriate the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of Agreement or for recovery of liquidated damages.

Miscellaneous

55.57. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

ANNEX-I

Particulars of the Applicant

1	Title of Consultancy:
2.	State the following: Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of Authorised Signatory of the Applicant: Name: Designation: Company: Address: Phone No.: Fax No. : E-mail address:
3.	For the Applicant, (in case of a consortium, for each Member) , state the following information: (i) In case of non Indian company, does the company have business presence in India?

Yes/No

If so, provide the office address (es) in India.

(ii) Has the Applicant ~~or any of the Members in case of a consortium~~ been penalized by any organization for poor quality of work or breach of contract in the last five years?

Yes/No

(iii) Has the Applicant/ Member ever failed to complete any work awarded to it by any public Planning Commission/ entity in last five years?

Yes/No

(iv) Has the Applicant ~~or any member of the consortium~~ been blacklisted by any Government department/Public Sector Undertaking in the last five years?

Yes/No

(v) Has the Applicant ~~or any of the Members, in case of a consortium,~~ suffered bankruptcy/insolvency in the last five years?

Yes/No

Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.

Annexe 2

Particulars of Key Person

S. No.	Designation of Key Person	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Relevant Assignments
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Annexe 3

Experience of the Applicant[#]

S.No	Name of Project	Estimated capital cost of Project (in Rs cr./ US\$ million)	Payment ^{##} received by the Applicant (in Rs million)
(1)	(2)	(3)	(4)
1			
2			
3			
4			
5			
6			
7			

The Applicant should provide details of only those projects that have been undertaken by it under its own name.

Exchange rate should be taken as Rs. [40] per US \$ for converting to Rupees.

[Attach a single page summary containing the brief particulars of each project.](#)

Annexe 4

Eligible Assignments of Key Personnel

Name of Key Person	
Designation of Key Person	
Name of the Consultancy Project:	
Name of Consulting Firm where employed:	
Description of services performed by the Key Personnel (including designation):	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Start date and finish date of the services (month/ year):	
Brief description of the assignment:	

Notes:

Use separate sheet for each Eligible Project.

Attach a single page summary containing the brief particulars of each project.

Exchange rate should be taken as Rs. [40] per US \$ for converting in Indian Rupees.

Annexe 5

Curriculum Vitae (CV) of Key Person

1. Name of Personnel:
2. Date of Birth:
3. Nationality:
4. Educational Qualifications:
5. Employment Record:

(Starting with present position, list in reverse order every employment held.)

6. List of projects on which the Personnel has worked

Project Name	Description of assignment performed
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7. 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 me, my qualifications and my experience.

(Signature and name of the Professional)

Place.....

(Signature and name of the Authorised Signatory of the Applicant)

Annexe – 6
FINANCIAL PROPOSAL
(Form 1)
Covering Letter
(On Applicant's letter head)

(Date and Reference)

To,

Dear Sir,

Subject: Appointment of Consultant for Preparation of Report on **“India Infrastructure Sector: Current Policy and Regulatory Environment for Attracting Investments”**

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

I/We agree that this offer shall remain valid for a period of 60 (sixty) days from the due date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

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

Annexe 6

Form - 2**Financial Proposal**

Item No.	Description	Amount (Rs.)
A.	PERSONNEL AND MISCELLANEOUS COSTS	
I	Remuneration for Personnel (inclusive of all personal allowances and traveling costs)	
II	Miscellaneous Expenses	
	Sub-total Personnel and Miscellaneous Costs (A):	
B	OVERHEAD EXPENSES @----- % of (A)	
C	SERVICE TAX	
D	TOTAL (including taxes) (A+B+C) (in Rs.) In Indian Rupees in figures in words _____	

Note:

1. The financial evaluation shall be based on the above Financial Proposal. The total in Item D shall, therefore, be the amount for purposes of evaluation.
2. All costs shall be reimbursed on production of a Statement of Expenses, duly certified by the Authorised Representative. However, no details of expenditures would be sought for overhead expenses, which will be reimbursed in proportion to the total expenses under Item B.
3. The reimbursement of expenses shall be limited to the amounts indicated above.
4. No escalation on any account will be payable on the above amounts.
5. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
6. For the purposes hereof “**Statement of Expenses**” means a statement of the expenses incurred on each of the heads indicated in the Financial Proposal.