

Request for Proposal (RFP)

**Appointment of Transaction
Advisor/Consultant for
Empanelment on
Punjab Municipal Infrastructure
Company (PMIDC) Panel**

PUNJAB MUNICIPAL INFRASTRUCTURE DEVELOPMENT COMPANY (PMIDC)

1ST FLOOR, SCO 89-90,

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CHANDIGARH.

Tel- (0172)-4020101 - 4020106

www.punjabgovt.nic.in

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or subsequently provided to Consultants, whether verbally or in documentary form by or on behalf of Punjab Municipal Infrastructure Development Company - PMIDC (Client) or any of its employees or advisors, is provided to Consultants on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP document is not an offer or invitation to any other party. The purpose of this RFP document is to provide the Consultants, to whom it is issued, with information to assist the formulation of their Proposal submission. This RFP document does not purport to contain all the information each Consultant may require. This RFP document may not be appropriate for all persons and it is not possible for Client and their employees or advisors to consider the objectives, financial situation and particular needs of each Consultant. Certain Consultants may have a better knowledge of the proposed project than others. Each recipient must conduct its own analysis, to check the accuracy, adequacy, correctness and reliability of the information contained in this RFP and is advised to carryout its own investigation into the proposed project, the legislative and regulatory regimes which apply thereto and all matters pertinent to the proposed project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed project. Client and their employees and advisors make no representation or warranty and shall incur no liability under the Law of Contract, Tort, the Principles of Restitution or unjust enrichment or otherwise for any loss, expense or damage, which may arise from or be incurred or suffered in connection with anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or any matter deemed to form part of this RFP, the award of the Project and any other information supplied by or on behalf of Client or their employees, advisors / consultants or otherwise arising in any way from the selection process for the Project. Client may in its absolute discretion, but without being under any obligation to do so, amend or supplement the information in this RFP document. The information that Client is in a position to furnish is limited to this RFP and the information available at the contact addresses given in Project Data Sheet, along with any amendments/ clarifications thereon.

This RFP and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than, in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the project in accordance with this

RFP, the information contained in the RFP shall not be divulged to any other party. The information contained in the RFP must be kept confidential.

Mere submission of a responsive Bid does not ensure selection of the Consultant as Successful Consultant. The Client reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Client reserves all the rights to cancel, terminate, change or modify this selection process and/or requirements of bidding stated in the RFP, at any time without assigning any reason or providing any notice and without accepting any liability for the same.

The Consultant shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Client or any other costs incurred in connection with or relating to its Bid. All such costs and expenses shall remain the sole responsibility of the Consultant and the Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Consultant in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

SECTION I:
INVITATION FOR PROPOSALS

1. INVITATION FOR PROPOSALS

Punjab Municipal Infrastructure Development Company (PMIDC) hereinafter referred to as “Client” intends to empanel the Transaction Advisors / Consultants of national repute on their panel who would assist them in including but not limited to carrying out the bidding processes for various projects, accessing Government of India Grants under various GoI schemes, debt syndication, Project Management etc.

This Request for Proposal (RFP) is for empanelment of Transaction Advisors on Client’s panel of advisors herein after referred as “**Project**”.

An Agreement will be entered into by and between the Client and the successful consultant (“The Agreement”) as per Annexure I. The successful consultant shall be compensated in monetary terms for the consultancy fees quoted and agreed upon for various subsequent assignments on which the successful consultant shall be engaged by the Client.

The Client intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein.

A “Single Stage” bidding process is being followed for determining the Successful Consultant, wherein the Consultants who would submit their Proposals by the Proposal Due Date as mentioned in the Proposal Data Sheet in response to the advertisement published in the National Daily Newspapers on _____. The Consultants shall submit the detailed Technical Proposals qualify for empanelment on the Client’s panel as set out in this RFP. This qualification assessment would be through a Quality Based Selection (QBS) process as described in this RFP.

This RFP document contains information about the Project, bidding process, proposal submission qualification, evaluation process and Client.

A level of service as specified in this RFP document would be maintained during the empanelment period by the successful consultant. The detailed scope of work is defined in this RFP document.

Consultants would be required to submit technical proposals as per format given in Section IV of this document. The Technical Proposal will be examined for substantive compliance or responsiveness to the Proposal requirements. The Client would evaluate the Technical Proposals as per the evaluation criteria mentioned in Clause 3 of the RFP Document. The top Three (3) Transaction Advisors/Consultants who score the highest marks in the Technical Proposal Evaluation shall be empanelled by the Client. PMIDC may increase the panel upto 5 (five) Transaction Advisors/Consultants at its own discretion.

The completed proposals should be submitted on or before the Proposal Due Date as specified in Proposal Data Sheet, in the manner specified in the RFP document. The Client shall not be responsible for any delay in receiving the proposal and reserves the right to reject any or all Proposals without assigning any reason thereof.

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SECTION II:

Information and Instructions to Consultants

1. INTRODUCTION

1.1. CLIENT BACKGROUND

The main objective of the PMIDC is to up lift the living standard of urban population including urban poor in the state of Punjab and for the purpose assist Urban Local Bodies and other agencies by augmenting essential resources including but not limited to through pooled manner, facilitate urban infrastructure projects, operate as a complementary window to assist the urban local bodies in addressing the problems of urban poor not with the motive of profit. The Punjab Municipal Infrastructure Development Company (PMIDC) is the Agency responsible for overall management, supervision and execution of various Projects that would be implemented by the Urban Local Bodies in the state of Punjab. The panel of the Consultants shall assist the State Nodal Agencies in executing the programme with the requisite speed and quality.

1.1.1. Objectives of PMIDC (Client)

- A. The objects incidental or ancillary to the attainment of the main objectives are:
1. To promote creation, up-gradation and maintenance of cost effective and quality civic infrastructure in the State such as
 - a. Roads
 - b. Bridges (including Road Over Bridges, Road Under Bridges, causeways, pedestrian cross bridges etc)
 - c. Street Lighting
 - d. Drainage
 - e. Sewerage
 - f. Sewage Disposal
 - g. Health Services
 - h. Urban Transportation Systems (Including LRTS ,MRTS , BRTS, City Bus Services etc.,)
 - i. Bus / Truck Terminals
 - j. Parking Lots Sites and Services
 - k. Markets, Shopping Complexes, Industrial Parks, Trade Centres, Technology Parks, Tourism Infrastructure etc.
 - l. Parks, Play Grounds and Stadiums
 - m. Health, Educational and Recreational amenities
 - n. Area Development (including new townships, growth centers, etc)
 - o. Urban Forestry and protection of environment

- p. Slum improvement upgradation
 - q. Burial grounds Cremation Ghats/Grounds and Electric Crematoria
 - r. Other urban infrastructure projects aimed at public service and utility.
 - s. Various Projects under JnNURM, UIDSSMT and other applicable Govt. of India Schemes.
 - t. Water supply
 - u. Solid Waste Management (including waste recycling)
 - v. Sanitation
 - w. Storm Water Drains
2. To leverage resources including funds through utilization of the properties of Urban Local Bodies and Improvement Trusts and also to facilitate private sector participation in infrastructure through joint ventures and through formats such as public-private-community partnerships.
 3. To act as a special purpose entity to implement the pooled finance development Scheme/other schemes of Govt. of India for the welfare of the urban population including urban poor in the State of Punjab
 4. To borrow, or raise monies or loans or receive grants or accept contributions in such manner and on such terms, conditions and securities as the Board of Directors in their discretion deem fit from time to time for non Profit purposes.
 5. Subject to provisions of Section 292, 293 and 58-A of the Companies Act and the rules made there under to borrow or raise or secure the payment of money or to receive money or deposit at interest or otherwise, and at such time or times as the Company may deem fit by promissory notes or by taking credits in or opening current, loans or overdraft accounts with any bank, company, firm or person and whether with or without any security or by such other means and discharge those debts or obligation binding on the company in such manner as may be thought fit and agreed upon.
 6. To establish Grant Funds and to manage Grant Funds as the Government may constitute from time to time as per terms set forth for such grants so as to ensure continuous up-gradation of standards of organisational, financial and technical capacities of ULBs, viable and sustainable infrastructure projects are put in place by the ULBs and the poor and disadvantaged sections of the society also access the benefits of such projects.
 7. To establish a financing structure which enables development and implementation of cost effective urban infrastructure projects in the State of Punjab. To mobilise resources for the infrastructure projects under pooled finance structure; to borrow, or raise monies or loans or receive grants or accept contributions from financial institutions, multilateral agencies, agencies of Government, Government etc., in such manner and on such terms, conditions

- and securities as the Board of Directors in their discretion deem fit from time to time.
8. To provide financial assistance to Urban Local Bodies, City Improvement Trusts, Statutory Boards and Authorities constituted by the state legislature, Public Sector Undertakings and other agencies of the state government for setting up infrastructure projects in the urban areas in the State of Punjab. The Company may also provide sub-loans or take equity position in the infrastructure projects sponsored by Private Investors when the Infrastructure Projects are considered strategically important. The ultimate goal of the Company is to mobilize and channelise cost effective resources including private financing into urban infrastructure investment, contributing to the improved living standards of urban population. The Company will only invest in Infrastructure Projects that at the time of the investment comply with all relevant State and Central Government legislation regarding environmental and social protection.
 9. To provide financial assistance in the form of loans, grants or a combination thereof to urban local bodies for taking up and implementation of infrastructure projects which create enduring community assets and improve living standards of the population in their areas. The Company may also provide sub-loans or equity in the infrastructure projects sponsored by the urban local bodies in association with non-Government agencies when the Infrastructure Projects are considered strategically important provided that the Company will only invest in Infrastructure Projects that at the time of the investment comply with all relevant State and Central Government legislation regarding environmental and social protection. Further recover the sub loan or any other financial due in what ever manner and periodicity as the Company thought fit.
 10. To enable the ULBs to access capital markets, financial institutions and private investors for setting up Infrastructure Projects in the State either individually or through such arrangements as pooled financing, guarantees, securitisation etc.
 11. To guarantee the performance of any contract or obligations and the payment for any bond issue or mobilisation of resources by the ULBs.
 12. To assist the urban local bodies in getting the participation of non-Government sector in creation and maintenance of civic infrastructure through joint ventures and other innovative partnerships
 13. To invest any money of the Company not immediately required, in any investments as may be prudent and as may be necessary provided the income from such investments should be utilised to fulfill the objectives of the Company.
 14. To act as nodal or nominated agencies on behalf of the Central and or the State Governments for infrastructure projects in the State.

15. Organise exchange programs for staff and people involved in urban development.
16. Undertake practical research assignments in alliance with the best institutions in India and outside to enable government and other organizations in implementing innovative infrastructure projects in Urban.
17. Work with specific departments/programs to identify opportunities for developing urban infrastructure concepts resulting in Ideation reports, Initial Assessment and Scrutiny Reports and Techno economic Feasibility Studies.
18. Document case studies of successful urban infrastructure projects and applications already developed and functioning in the field and facilitate their adoption across the State.
19. Conduct conferences, retreats and workshops to increase awareness among the top policy makers in India.
20. Incubate ideas and opportunities for leveraging information technology for urban infrastructure and economic growth.
21. Create, promote or participate in Special Purpose Vehicles to commercialize successful urban infrastructures.
22. Organise market surveys into the demand for various urban infrastructure requirements in the state or for a particular area in the state of Punjab.
23. Organise exchange programs for staff and people involved in urban infrastructure initiatives and to provide training of work India or abroad.
24. Liaise, cooperate or associate, represents, collaborate, with national, international educational organizations, with any Government Departments or National International Institutions concerned with the furtherance of urban infrastructure growth initiatives.
25. Take on lease or on leave and license or otherwise acquire or obtain possession of property from any person, Company, Society, Foundation, Trust, Organisation and / or Institution, Universities as may be deemed fit in the furtherance or advancement of any one or more of its objects.
26. Provide endow, furnish and / or fit out any of its property with all necessary furniture, instruments and other equipment and maintain and / or manage offices, premises center, institutions and other establishments or institutions for the furtherance and / or advancement of any one or more of the objects of the Company.
27. Purchase, take on lease or in exchange, hire or otherwise acquire any immovable or moveable property and any rights or privileges for the attainment of the Company objects.
28. Construct, maintain and alter any building or erection and to provide the same with all proper and necessary fixtures, furniture, fittings, apparatus, appliances,

- conveniences and accommodations for the purposes of the activities of the Company.
29. Accept donations, assistance and funds from the Government and / or foreign donors subject to such laws as may be applicable in the manner stated above and to obtain necessary accounts and information regarding the physical and financial progress from the implementing Agency / Agencies.
 30. Open and operate a banking account or banking accounts and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, drafts, cheques, bonds, and other negotiable or transferable instruments.
 31. Print and publish and periodicals, books, journals, booklets and / or leaflets in furtherance of its objects.
 32. Enter into any arrangements with any Government and authorities, municipal, local or otherwise or otherwise or any person or Company that may seem conducive to the objects of the Company or any of them and to obtain from any such Government, authority, person or Company any rights, privileges, charters, contracts, licenses and concessions which may be thought by and / or on behalf of the Company desirable to obtain and to carry out, exercise and comply therewith.
 33. Apply for secure, acquire by grant, legislative enactment, assignment, transfer purchase or otherwise and to exercise, carry out and enjoy and charter, license, power, authority, concession, right, or privilege, which any Government or authority, supreme, municipal, local or otherwise in any corporation or other public body may be empowered to grant, and to pay for, aid in and contribute towards carrying the same into effect, and to issue and / or appropriate any other securities and assets to defray the necessary costs, charges and expenses thereof.
 34. Accept grants from any agencies or authorities, public bodies, corporations, companies or persons or money, movable and immovable property, donations, gifts, subscriptions, devices, bequests, and other assistance with a view to promoting the objects of the company and in receiving any gift of property to take the same either unconditionally or subject to any special conditions which may be prescribed by the donor in writing.
 35. Establish, maintain and / or procure the establishment and maintenance of any contributory provident, pension or superannuation funds for the benefit and to give or procure the giving of gratuities, pensions who are or were at any time, in the employment of the company and the widows, families and dependants of any such persons and to make payments to or towards the insurance of any such persons as aforesaid.

36. Establish and support and / or aid in the establishment and / or support of associations, institutions, funds, trusts and convencies calculated to benefit employees or past employees of the company or the dependants or connections of any such employees, and to grant pensions and allowances and to make payments towards insurance, and to subscribe or guarantee money for any charitable educational or other benevolent object which may be considered likely, directly or indirectly to further any one or more of the objects, of the Company.
37. Enter into partnerships or any arrangement, whether in India or elsewhere, for Union of interest, co-operation, reciprocal concession or otherwise with any person or Company carrying on or engaged in or about to carry on or engage in any activities or transaction which the Company is authorized to carry on or engage in or any activities or transaction capable of being conducted.
38. Promote or assist in the promotion of any Company or association having objects similar to the object of the Company.
39. Promote and / or become a member of any Company or Companies, (whether limited by Shares or guarantee or both) body or association (whether corporate or not) for the purpose of acquiring all or any of the property rights and liabilities of the Company, and / or for the furtherance of the objects or any of them in this company.
40. Obtain any provisional rule, order stature or other legislative provision or enactment for enabling the Company to carry any of its objects into effect or for effecting any modification of the constitution of the Company or for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
41. To mobilize resources for the infrastructure projects in Urban Areas by using and acquiring the land available with Urban Local Bodies / Improvement Trusts etc. by way of sale, lease, development, co-development, revenue sharing, transfer and auction etc. thereof to attain the main objectives of the Company.
42. To appoint managers including Asset Managers, engineers, contractors, brokers, canvassers, agents and other persons and to establish and maintain agencies or branches in any part of India or elsewhere for the purposes of the Company and to discharge and to discontinue the same.
43. To create any subscription fund, sinking funds, reserve funds, insurance funds, or any other special funds whether for repairing, improving, extending, or maintaining any of the property of the Company or for any other purpose conducive to the interest of the company or the staff or labours or for any development fund.

44. Do all such other lawful things as are incidental or conducive to the attainment of the above objects
45. Provided that the Company shall not support with its funds, or endeavor to impose on, or procure to be observed by its members or others, any regulations or restriction which, as objects of the Company would make it a Trade Union.

1.2 Request for Proposal

The Client invites Proposals (the “**Proposals**”) for selection of Three (3) Consultants (the “**Consultant**”) to be empanelled on the panel of PMIDC to carry out various assignments assigned and agreed upon by Client and Consultants over a period of time. The Client intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein. PMIDC may increase the panel upto 5 (five) Transaction Advisors/Consultants at its own discretion.

1.3 Validity of the Proposal

The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date, or any extensions thereof as specified by the Client from time to time.

1.4 Brief description of the Selection Process

The Client has adopted a Single stage selection process (collectively the “**Selection Process**”) in evaluating the Proposals. A technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a panel of short-listed Consultants shall be prepared as specified in Clause 3.2. The top Three (3) ranked Consultants shall be empanelled on the panel of the Client (the “**Successful Consultants**”). PMIDC may increase the panel upto 5 (five) Transaction Advisors/Consultants at its own discretion.

1.5 Currency conversion rate and payment

- 1.5.1 For the purposes of technical evaluation of Applicants, Rs. 48 per US \$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the average of buying and selling rates prevailing in New York on the relevant date.
- 1.5.2 All payments to the Consultant shall be made in INR in accordance with the fee quoted by them and agreed upon between the Client and the Consultant. The

Consultant may convert Rupees into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

1.6 not used

1.7 Schedule of Selection Process

The Client would endeavour to adhere to the schedule as mentioned in the Proposal Data Sheet.

1.8 not used

1.9 not used

1.10 Communications

All communications for the Proposal should be addressed to the appropriate officials mentioned in the Project Data Sheet. The relevant information and documents related to the Project like RFP, notices regarding bidding process, clarifications issued, addendums, etc shall be uploaded on the Client's website www.punjabgovt.nic.in for information and downloading.

A. General

2.1 Scope of Proposal

2.1.1 Role of the Consultant:

The role of Consultant shall include but not limited to the following:

- i. Contribute the requisite technical, financial, legal and managerial resources to undertake project development and implementation. Project development and implementation of various projects would comprise activities (ii) to (xi) below.
- ii. Coordinate with PMIDC and various Public Infrastructure Agencies / Urban Local Bodies of Punjab to develop projects in the infrastructure sectors concerning such Public Infrastructure Agencies / Urban Local Bodies.
- iii. 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/ toll, facilitating

- financial contribution under the various schemes of Government of India and exploitation of development rights/ concessions etc., as appropriate under the applicable laws.
- iv. Proactively market the structured projects to potential investors, both domestic and foreign, at appropriate stages.
 - v. Structure and market the projects 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.
 - vi. 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..
 - vii. Propose institutional structures required for implementation of projects and operation & maintenance thereof with private sector financing and recommend a suitable project management agency for the purpose of ensuring that the project is structured and executed in line with the specifications as stipulated in the Detailed Feasibility and Investment Banking Report (DFIBR) and / Techno Economic Feasibility Report (TEFR) or other appropriate report.
 - viii. Assist PMIDC and Public Infrastructure Agencies / Urban Local Bodies (ULBs) of Punjab in establishing eligibility, if possible, of the projects for financial assistance of World Bank/Asian Development Bank/ other multilateral and bilateral agencies.
 - ix. Project monitoring activities and related consultancy services during the execution/ construction period of the project as agreed upon by the Consultant and Client.
 - x. Establish an office in Chandigarh, by making available essential office equipment including computers, fax, telephone, documents, data and other essential resources and posting personnel having appropriate qualifications to man the office. Such office shall be used by the Consultant as its common platform for rendering services in respect of all the projects which may eventually become a subject matter of the services provided by the Consultant to the Client.

- xi.** If desired by PMIDC, mobilize financial resources for the projects on behalf of the operator/ contractor/ State Government or a Special Purpose Vehicle established for the project. The terms and conditions for this role of Consultant shall be finalized separately on Project to Project basis.
- xii.** If desired by PMIDC, Detailed Project Reports (DPR) preparation for various Urban Infrastructure Projects under PMIDC wherein, the cost of preparation of DPR is not more than Rs. 2 Crores. For DPRs above the mentioned cost or those which require highly specialized technical input, PMIDC shall carry out an open bidding process.

2.2. Eligible Consultant

This invitation to submit Proposals to the RFP is open to those bidders who meets the following pre-qualification criteria:

1. The Bidder should be a Transaction Advisor who has provided Transaction Advisory/Consultancy services to atleast Ten (10) State / Central Government agencies in India.
2. The bidder should have completed transaction advisory/consultancy services of at least ten (10) infrastructure projects in India spanning at least four (4) infrastructure sectors. At least five (5) projects out of these ten (10) projects must be operational.

Note: Signing of agreement between the State/Central Government entity and selected bidder or Notice of Award (NOA) issued to selected bidder by the State / Central Government Entity shall be considered as Completion of Transaction Advisory for a particular project.

3. Experience in Consultancy services /transaction advisory for atleast 5 (five) Urban Infrastructure projects amongst following sectors: Urban Transport, solid waste management, water supply & sewerage, bus/truck terminals, parking plaza, sports infrastructure, parks, tourism / hospitality, health, urban social sector.
4. Average Annual Turnover of minimum Rs. 25 Crore per annum from professional / consulting fee during the last three consecutive financial years preceding the Proposal Due Date. For the avoidance of doubt, a professional fee hereunder refers to fees received by the Applicant for providing advisory or consultancy services to its clients.

Note: The bidders not allowed to submit the proposal as a consortium /JV. However, the bidders can use the credentials of their parent company and sister companies wherein \Parent company holds more than or equal to 49% equity stake. Parent company shall be defined as a company having 100% equity in the bidding company.

Bidders failing to meet these criteria or not submitting requisite supporting proof as specified in Section IV are liable to be rejected during pre-qualification evaluation.

2.2.1. Conflict of Interest

Client requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other Projects or their own corporate interests and act without any consideration for future work. Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

2.3. Number of Proposals

A Consultant is eligible to submit only one Proposal. A Consultant applying individually or as a member of a consortium shall not be entitled to submit another proposal either individually or as a member of any consortium, as the case may be.

2.4. Cost of Proposal

The Consultant shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process. The Client will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.5. Acknowledgement by Consultant

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

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Client;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client or relating to any of the matters referred above;
- (d) satisfied itself about all matters, things and information, including matters referred herein above, necessary and required for submitting an informed Application and performance of all of its

obligations there under;

- (e) Acknowledged that it does not have a Conflict of Interest; and
- (f) Agreed to be bound by the undertaking provided by it under and in terms hereof.

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

2.6. 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.

2.6.1. The Client reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation made by the Consultant is uncovered or comes to the knowledge of the Client or
- (b) the Consultant does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.

2.6.2. Such misrepresentation/ improper response may lead to the disqualification of the Consultant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Consultant gets disqualified / rejected, then the Client reserves the right to consider the next best Consultant, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.

B. Documents

2.7. Contents of the RFP

2.7.1 This RFP Document comprises of:

The Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with the provisions of the RFP;

1. Section- I : Invitation of Proposals;
2. Section- II: Instructions and Information to Consultants;
3. Section-III: Terms of Reference for Consultants;
4. Section-IV: Technical and Financial Formats ;
5. Section-V: Agreement and Schedules

2.8. Clarifications

- 2.8.1. Consultants requiring any clarification on the RFP may send their queries to the Client in writing before the date mentioned in the Schedule of Selection Process at Proposal Data Sheet. The envelopes shall clearly bear the following identification:

"Queries/Request for Additional Information concerning RFP for Selection of Consultant for Empanelment on PMIDC panel"

The Client shall endeavor to respond to the queries within the period specified therein but not later than 7 days prior to the Proposal Due Date. The responses will be sent by Letter, Fax or E-mail. The Client will post the reply to all such queries on the website specified and copies thereof will also be circulated to all Consultants who have been issued the RFP document without identifying the source of queries.

- 2.8.2. The Client reserves the right not to respond to any queries/questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Client to respond to any question or to provide any clarification.

2.9. Amendment of RFP

- 2.9.1. At any time prior to the deadline for submission of Proposal, the Client may, for any reason, whether at its own initiative or in response to any clarifications requested by an Consultant, modify the RFP document by the issuance of Addendum/ Amendment.

- 2.9.2. All such addenda/amendments will be notified in writing through fax or e-

mail to all Consultants who have been issued the RFP document. The amendments will also be posted on the website along with the revised RFP containing the amendments and will be binding on all Consultants.

- 2.9.3. In order to afford the Consultants a reasonable time for taking an amendment into account, or for any other reason, the Client may, in its sole discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.10. Language

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

2.11. Format and signing of Proposal

- 2.11.1. The Consultant shall provide all the information sought under this RFP. The Client would evaluate only those Proposals that are received in the specified forms and are complete in all respects.
- 2.11.2. The Consultant shall prepare one original set of the Proposal (together with Documents required to be submitted along therewith pursuant to this RFP) and clearly marked “ORIGINAL”. In addition, the Consultant shall submit 1 (one) copy of the Technical Proposal, alongwith Documents, marked “COPY”. In the event of any discrepancy between the originals and the copies, the original set of documents shall prevail.
- 2.11.3. The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Consultant who shall initial each page, in blue/ black ink. In case of printed and published Documents, only the cover shall be initialled. 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:

- (i) by the proprietor, in case of a proprietary firm;
- (ii) by the partner holding the Power of Attorney, in case of a partnership firm;
- (iii) by a duly authorised person holding the Power of Attorney (the "Authorised Representative"), in case of a Limited Company or a corporation; or
- (iv) by the Authorised Representative of the Lead Member, in case of a consortium.

A copy of the Power of Attorney certified under the hands of a partner or director of the Consultant or a notary public on the specified form, shall accompany the Proposal.

2.11.4. Consultants should note the Proposal Due Date, as specified in Proposal Data Sheet, for submission of Proposals. Consultants are reminded that 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 as specified in Proposal Data Sheet. Consultants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

2.12. Technical Proposal

2.12.1. Consultants shall submit the technical proposal in the formats at Section IV (the "Technical Proposal").

2.12.2. Failure to comply with the requirements spelt out in this Clause shall make the Proposal liable to be rejected. If a Consultant makes an averment regarding his qualification, experience or other particulars and it turns out to be false, or his/ her commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he/ she shall be debarred from participation in any future Project of the Client for a period of five years. The award of this Project to the Consultant may also be liable to cancellation in such an event.

2.12.3. The Client reserves the right to verify all statements, information and documents, submitted by the Consultant in response to the RFP. Failure of

the Client to undertake such verification shall not relieve the Consultant of its obligations or liabilities hereunder nor will it affect any rights of the Client thereunder.

2.12.4. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Consultant or the Consultant has made a material misrepresentation or has given any materially incorrect or false information, the Consultant shall be disqualified forthwith, if not yet appointed as the Consultant either by issue of the NOA or entering into of the Agreement, and if the Consultant has already been issued the NOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Client, without the Client being liable in any manner, whatsoever, to the Consultant or Consultant, as the case may be.

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

2.13. Submission of Proposals

2.13.1. Sealing and Marking of Proposal

The Consultants shall prepare and submit:

- a. One (1) Original and One (1) Copy of the Technical Proposal in "Envelope A" duly marking "Original" and "Copy". The envelope containing the Technical Proposal shall be labeled as:

Envelope 'A': TECHNICAL PROPOSAL for "Selection of Consultant for Empanelment on PMIDC Panel"

Contents of Envelope-A shall be as follows:

(Technical Proposal in Original + 1 Copy)

Form T 1:	Check List
Form T 2:	Covering Letter
Form T 3:	Power of Attorney for Authorized Signatory
Form T 4:	Letter of Undertaking

Form T 5	Experience of providing Transaction advisory services to different State/Central Govt. Agencies in India.
Form T 6	Experience of Transaction Advisory Services of at least ten PPP projects in India spanning at least four infrastructure sectors. The details of operational projects out of above ten projects need to be given separately.
Form T 7	Experience of providing Consultancy / Transaction Advisory for various Urban Infrastructure Sector Projects in India.
Form T 8	Proof of Average Annual Turnover from professional / consultancy fee during the last three consecutive financial years preceding the proposal due date.

- b. One (1) Original of the Proposal Security in the form of Bank Guarantee / Demand Draft shall be enclosed and sealed in a separate envelope labeled as:

Envelope 'C'- PROPOSAL SECURITY for "Selection of Consultant for Empanelment on PMIDC Panel"

Proposal Security (Bank Guarantee) Format

- i. The aforementioned two envelopes A and B shall be sealed in an outer envelope mentioning,
"Selection of Consultant for Empanelment on PMIDC Panel"
- ii. Each of the three envelopes shall indicate the complete name, address, telephone numbers (with city code) and facsimile number of the Consultant. Each Envelope containing the Proposal shall be addressed to the Client as mentioned in the Proposal Data Sheet.

2.14. Proposal Due Date

2.14.1. Proposal should be submitted on the Proposal Due Date specified in the Proposal Data Sheet, at the address provided in Proposal Data Sheet in the manner and form as detailed in this RFP.

2.14.2. The Client may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with provisions of this RFP uniformly

for all Consultants.

2.15. Late Proposals:

Any Proposal received by Client after 1500 hours on the Proposal Due Date will not be accepted.

2.16. Modifications/Substitution/Withdrawal of Proposals:

2.16.1. A Consultant may modify, substitute or withdraw its Proposal after submission, provided that written notice of the modification, substitution or withdrawal is received by Client by the Proposal Due Date. No Proposal shall be modified, substituted or withdrawn by the Consultant after the Proposal Due Date.

2.16.2. Any Consultant may withdraw its Proposal on or prior to the Proposal Due Date without inviting action for forfeiture of its Proposal Security. Withdrawal by the Consultant of its Proposal after Proposal Due Date shall entitle the Client to forfeit the Proposal Security.

2.16.3. The modification, substitution, or withdrawal notice shall be sealed, marked and delivered in accordance with Clause IV-1, with the envelope being additionally marked "MODIFICATION", "SUBSTITUTION" OR "WITHDRAWAL" as appropriate.

2.17. Proposal Security:

The Proposal shall be accompanied by a Proposal Security in Indian Rupees for an amount specified in Proposal Data Sheet. The proposal security shall be in the form of bank guarantee from a scheduled bank or in the form of Demand Draft issued by one of the Nationalised/Scheduled Banks in India drawn in favour of "**Punjab Municipal Infrastructure Development Company (PMIDC)**", payable at Chandigarh

2.17.1. The Proposal Security shall be kept valid through the Proposal Validity Period. Upon any extension of the Proposal Validity Period, the validity of the Proposal Security shall be extended by the Consultant(s) by a corresponding period. Any extension of the validity of the Proposal Security shall be provided to the Client, a minimum of seven calendar days prior to the expiry of the validity of the Proposal Security. The Client reserves the right to reject the proposal submitted by any Consultant(s) who fail to extend the validity of the Proposal Security in line with provisions of this clause.

2.17.2. *The Proposal Security of bidders who are disqualified in Technical Proposal evaluation shall be returned within 30 days from Proposal Due Date.*

2.17.3. Except in case of 3 highest ranked bidders, the Proposal Security of other

bidders shall be returned by the Client within a period of thirty days from the date of issue of notice of award to the Successful Consultant. In the event that the first ranked bidder commences the assignment, the second and third ranked bidders who have been kept in reserve, shall be returned its Proposal Security forthwith, but in no case later than 30 days from execution of the Agreement with the Successful Consultant

- 2.17.4. The Proposal Security of the Successful Consultant shall be released within 60 days of execution of the Agreement.
- 2.17.5. Client shall reject all such proposals, which do not include the Proposal Security. The Proposal Security of the Consultant(s), whose proposals are rejected on the basis of evaluation of the contents of Envelope A in accordance with the provisions of the RFP document, will be returned within a period of thirty (30) days from the date of intimation of the rejection of the proposal by Client to the concerned Consultant(s).
- 2.17.6. In addition to the above, the Client will promptly release all Proposal Securities in the event the Client decides to terminate the bidding process for any reason whatsoever.
- 2.17.7. The Proposal Security shall be forfeited by Client, at its sole discretion in the following cases:
 - (i) The Consultant withdraws its proposal after Proposal Due Date and during Proposal Validity Period.
 - (ii) In the case of a Successful Consultant, if it fails to sign the Agreement or furnish the required Performance Security to the Client, within the time specified in the Notice of Award.
 - (iii) In case the proposal of the Consultant, is determined as being “conditional”, “unresponsive” or “disqualified” in the opinion of Client .

D. EVALUATION PROCESS

2.18. Evaluation of Proposals

- 2.18.1. The Client shall open the Proposals at a time, date and venue specified in the Proposal Data Sheet and in the presence of the Consultants who choose to attend. The envelopes marked “Technical Proposal” shall be opened.
- 2.18.2. Proposals for which a notice of withdrawal has been submitted in accordance with the provisions of the RFP not be opened.
- 2.18.3. Prior to evaluation of Proposals, the Client 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 form specified at Clause 2.13 (Technical Proposal);
 - (b) it is received by the Proposal Due Date including any extension thereof

- pursuant to Clause 2.14;
 - (c) it is accompanied by the Proposal Security as specified in Clause 2.17.
 - (d) it is signed, sealed, bound and marked as stipulated in Clause 2.13 and 2.16;
 - (e) it contains all the information (complete in all respects) as requested in the RFP;
 - (f) it does not contain any condition or qualification; and
 - (g) it is not non-responsive in terms hereof.
- 2.18.4. The Client 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 Client in respect of such Proposals.
- 2.18.5. The Client would subsequently examine and evaluate Proposals in accordance with the Selection Process specified in this RFP and the criteria set out in this RFP.
- 2.18.6. After the technical evaluation, the Client would prepare a list of shortlisted Transaction Advisors/Consultants. A date, time and venue will be notified to all Transaction Advisors/Consultants for announcing the result of Technical evaluation and the list of shortlisted Consultants along with their Technical Score will be read out. The final ranking of the Proposals would be carried out in terms of Clause 3 and the top Three (3) Consultants scoring the highest marks in the Technical Evaluation shall be empanelled by the Client. PMIDC may empanel upto 5 (five) Transaction Advisors/Consultants at their own discretion.
- 2.18.7. Consultants are advised that Selection will be entirely at the discretion of the Client. Consultants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given by the Client.
- 2.18.8. Any information contained in the Proposal shall not in any way be construed as binding on the Client, its agents, successors or assigns, but shall be binding against the Consultants if the Consultancy is subsequently awarded to it.

2.19. Confidentiality:

- 2.19.1. Client shall treat the contents of all Proposals and other documents, information and solutions submitted by the Consultants as confidential.

Client shall take all reasonable precautions to ensure that all persons, who have access to such materials, maintain confidentiality in respect of the same. Client shall not divulge any such information, unless it is directed to do by any authority, which has power to order its release.

2.19.2. Each person or entity to which this RFP document is issued, shall, whether or not, he/it submits a proposal, treat this RFP, related clarifications, information and solutions provided by Client in relation to this Project or bidding process as confidential, for a period co-terminus with the agreement period. During this period, the concerned person or entity shall not disclose or utilize in any manner, any such documents, information or solutions, without prior written approval of Client, unless he/it is required to do so in pursuance of any applicable law. Intellectual Property contained in this RFP document package is owned by Client and shall continue to be owned by Client.

2.19.3. Any information relating to examination, clarification, evaluation and comparison of Proposals and recommendations for the selection of the Successful Consultant shall not be disclosed to any Consultant or any other person not officially concerned with such process, until Notice of Award has been issued by Client.

2.20. Clarifications

2.20.1. To facilitate evaluation of Proposals, the Client may, at its sole discretion, seek clarifications from any Consultant regarding its Proposal such clarification(s) shall be provided within the time specified by the Client for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.20.2. If a Consultant does not provide clarifications sought under Sub-Clause 2.20.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Client may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Consultant shall be barred from subsequently questioning such interpretation of the Client.

E. APPOINTMENT OF CONSULTANT

2.21. Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the

Client for any direct loss or damage that is caused due to any deficiency in services.

2.22. Award of Consultancy

After selection, a Notice of Award (the "NOA") shall be issued, in duplicate, by the Client to the Selected Consultant and the Selected Consultant shall, within 7 (seven) days of the receipt of the NOA, sign and return the duplicate copy of the NOA in acknowledgement thereof. In the event the duplicate copy of the NOA duly signed by the Selected Consultant is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, appropriate the Proposal Security of such Consultant as mutually agreed genuine pre-estimated loss and damage suffered by the Client on account of failure of the Selected Consultant to acknowledge the NOA, and the next eligible Consultant may be considered.

2.23. Execution of Agreement

After acknowledgement of the NOA as aforesaid by the Selected Consultant, it shall execute the Agreement within the period prescribed in the Proposal Data Sheet. The Selected Consultant shall not be entitled to seek any deviation in the Agreement.

2.24. Deleted

2.25. Proprietary data

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

3. CRITERIA FOR EVALUATION:

Evaluation of Technical Proposals

3.1 In the first stage, the Technical Proposal will be evaluated on the basis of pre -

qualification criteria mentioned at clause 2.2. The Transaction Advisors/Consultant (s), who does not meet the pre-qualification criteria, shall be disqualified.

- 3.2 Further, The proposals of those pre - qualified Transaction Advisors/consultants shall be ranked according to the number of projects handled by them, which should include the process of project structuring, preparation of RFP/contract documents and bid process management up to the signing of the Agreement between the Govt. Agency and selected bidder or Notice of Award (NOA) issued to selected bidder by the State / Central Government Entity in India in at-least four (4) different infrastructure Sectors. The agencies will be ranked on the basis of the cumulative number of projects handled by them supported with the relevant client certificates. Each eligible project, as mentioned above, shall be awarded 1 mark. The top three (3) transaction advisors/consultants scoring the highest marks will be empanelled by PMIDC. PMIDC may increase the panel upto 5 (five) Transaction Advisors/Consultants at its own discretion.

4. FRAUD AND CORRUPT PRACTICES

The Consultant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Client shall reject a Proposal without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Proposal Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to the RFP, including consideration and evaluation of such Consultant's Proposal.

- 4.2 Without prejudice to the rights of the Client under Clause 4.1 hereinabove and the rights and remedies which the Client may have under the NOA or the Agreement, if an Consultant is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the NOA or the execution of the Agreement, such Consultant

shall not be eligible to participate in any tender or RFP issued by the Client during a period of 2 (two) years from the date on which such Consultant is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the NOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the NOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the NOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;
- (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement with other Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. PRE-PROPOSAL CONFERENCE

- 5.1. Pre-Proposal Conference of the Consultants shall be convened at the designated date, time and place as mentioned in Proposal data sheet. Only those Consultants who have been issued the RFP document shall be allowed to participate in the Pre-Proposal Conference.
- 5.2. During the course of Pre-Proposal Conference, the Consultant will be free to seek clarifications and make suggestions for consideration of the Client. The Client shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6. MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chandigarh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Consultant in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Consultant; and/or
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf

of any Consultant.

- 6.3 It shall be deemed that by submitting the Proposal, the Consultant 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.

PROPOSAL DATA SHEET

ITEM	DATA
Name of the Project	Selection of Consultant for Empanelment on PMIDC Panel”
Name of the Client	Punjab Municipal Infrastructure Development Company (PMIDC).
Name and Address for submission of Proposals	AGM(G&F), Punjab Municipal Infrastructure Development Company (PMIDC), 1st Floor, SCO 89-90, Sector 34- A Chandigarh. Tel- (0172)-4020101 - 6 www.punjabgovt.nic.in
Name and Address for Correspondence with Client	AGM(G&F), Punjab Municipal Infrastructure Development Company (PMIDC), 1st Floor, SCO 89-90, Sector 34- A Chandigarh. Tel- (0172)-4020101 - 6 www.punjabgovt.nic.in
Proposal Security	Proposal Security in form of Bank guarantee or Demand Draft of an amount equivalent to Rs. One Lakh from a scheduled bank drawn in favor of “Punjab Municipal Infrastructure Development Company (PMIDC)” payable at Chandigarh is to be submitted, as per the Form F 1, provided in the RFP document
Period of Proposal Validity	180 days from Proposal Due Date or any extension thereof, sought by the Client
Bidding Parameter	The Consultant scoring the maximum marks in the evaluation of Technical Proposal submitted according to the formulae mentioned in Clause 3
Pre Proposal Conference	The Pre Proposal conference shall be held in the office of PMIDC on 2 nd August 2010 at 12:30 pm.

ITEM	DATA
Proposal Due Date	The Proposal Due Date is 12 th August 2010 till 1500 hours.
Opening of bids	12 th August 2010 till 1530 hours in the office of PMIDC
Issue of Notice of Award (NOA)	Expected Within 14 days period of Declaration of Empanelment List or any extension specified by Client.
Signing of Agreement	Expected Within 14 days period of date of issue of NOA to the Successful Consultants

Section III:
General Conditions of the Contract

Section 3: General Contract Conditions (GCC)

1. Application

These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of the Department shall be final and binding.

2. Relationship between the Parties

Nothing mentioned herein shall be constructed as relationship of master and servant or of principal and agent as between the Department and the Consultant. The Consultant subject to this contract for selection has complete charge of its personnel in performing the services under the Project from time to time. The Consultant shall be fully responsible for the services performed by it or any of its personnel on behalf of the Consultant hereunder.

3. Standards of Performance

The Consultant shall perform the services and carry out its obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Consultant shall always act in respect of any matter relating to this contract as faithful advisor to the Department. The Consultant shall always support and safeguard the legitimate interests of the Department, in any dealings with the third party. The Consultant shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The Consultant shall conform to the standards laid down in the RFP in totality.

4. Consultant's Downstream Business Interest

The Consultant shall not be eligible to bid for the activities relating to the implementation of this project. Further, the consultant shall give a declaration that they do not have any interest in downstream business, which may ensue from the RFP prepared through this assignment.

5. Consultant Personnel

a) The Consultant shall deploy and provide such qualified and experienced personnel as may be required to perform the services under the project.

6. Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Punjab.

7. Intellectual Property Rights

No services covered under the Contract shall be sold or disposed by the Consultant in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien.

The Consultant shall indemnify the Department from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Consultant, the Department shall be defended in the defense of such proceedings.

8. Governing Language

The Contract shall be written in English or Punjabi Language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English or Punjabi Language.

9. Termination of Contract

The Consultant's association with the Department will terminate in following ways:

- a) The term of Contract expires
- b) Termination of Contract by the Department due to non - performance during the execution of Project
 - i. Performance is below expected level.
 - ii. Non adherence to the timelines of the Project.
 - iii. Quality of work is not satisfactory.

10. Termination for Insolvency, Dissolution etc

The Department may at any time terminate the Contract by giving written notice to the Consultant, if the Consultant becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Department.

11. Termination for Convenience

The Department reserves the right to terminate, by prior written notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for the Department's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

12. Force Majeure

a) The Consultant shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

b) For purposes of this clause, "Force Majeure" means an event beyond the control of the Consultant and not involving the Consultant's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the Department in its sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions and freight embargoes.

c) If a Force Majeure situation arises, the Consultant shall promptly notify the Department in writing of such condition and the cause thereof. Unless otherwise directed by the Department in writing, the Consultant shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

13. Taxes and Duties

The Consultant shall be entirely responsible for all taxes; duties, etc. incurred.

14. Resolution of Disputes

If any dispute arises between parties, then these would be resolved in following ways:

14.1. Amicable Settlement

Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Sub-clause of resolution of disputes shall become applicable.

14.2. Resolution of Disputes

In case dispute arising between the Department and the Consultant, which has not been settled amicably, the Consultant can request the Department to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the Principal Secretary/ Secretary/ Head of the Department. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Chandigarh, Punjab. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne by the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

15. Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Chandigarh.

SECTION IV:
TECHNICAL AND FINANCIAL FORMATS

Envelope A: Technical Proposal

Technical Proposal Formats

Financial Proposal Formats

Form F 1: Proposal Security (Bank Guarantee) Format

FORM T 1: CHECKLIST

Sr. No	Form	Submitted
Technical Proposal Formats		
1	Form T 1	
2	Form T 2	
3	Form T 3	
4	Form T 4	
5	Form T 5	
6	Form T 6	
7	Form T 7	
8	Form T 8	
Financial Proposal Formats		
9	Form F 1	

FORM T2: COVERING LETTER

Date:

To

**AGM (G&F),
Punjab Municipal Urban Infrastructure Development Company (PMIDC),
3rd Floor, SCO 8-9, Sector 17-B,
Chandigarh.
Tel - 0172-2714038, Fax: 0172 - 2714026
www.punjabgovt.nic.in**

Subject: Selection of Transaction Advisors / Consultant for Empanelment of PMIDC Panel.

Dear Sir:

1. With reference to the RFP Document for the captioned Project, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as **C o n s u l t a n t** for the same. The proposal is unconditional and unqualified.
2. All information provided in the Proposal is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we/ any of the consortium members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Client or a judicial pronouncement or arbitration award against the Consultant, nor have been expelled from any

project or contract nor have had any contract terminated for breach on our part.

7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum thereto, issued by the Client;
 - (b) I/We do not have any conflict of interest in accordance with provisions of the RFP Document;
 - (c) 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, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Client or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions 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.
 - (e) I/We hereby declare that if appointed as the Selected Consultant, all the members of our Consortium shall be jointly and severally liable to fulfill all the obligations enumerated in this RFP document and Agreement.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Consultants in accordance with the provisions of RFP document.
9. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.
10. I/We certify that we have not been convicted by a Court of Law or indicted or otherwise have adverse orders passed against us by a regulatory Authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.

11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory Authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
13. I/We hereby irrevocably waive any right or remedy, which we may have at any stage at law or howsoever otherwise, arising to challenge or question any decision taken by the Department of Local Government, Government of Punjab, in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
14. The Proposal Security of Rs_____ (Rupees _____*****) in the form of a Bank Guarantee (Guarantee No. _____, Dated_____, Bank Name: _____) is attached, in accordance with the RFP document.
15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
16. I/We agree to keep this offer valid for a period of 180(One Hundred and Eighty) days or for a longer period on any further extension being sought by the Client, from the Proposal Due Date specified in the RFP.
17. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the provisions of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. I/We have studied the RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Client or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

19. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Proposal which shall be binding on us.
- 21 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,

(Signature, name and designation of the Authorised Signatory)

(Name and seal of the Consultant / Lead Member)

Form T3: Power of Attorney for Authorised Signatory

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY

Know all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr. /Ms. _____ (name and address of residence) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Executant

Signature of Attorney

(Name, Title and Address of the Attorney)

Attested

Executant

Notes:

- 1 To be executed by the sole Bidder.
- 2 The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- 3 Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

FORM T4: Letter of Undertaking

Date:

To

**AGM (G&F),
Punjab Municipal Infrastructure Development Company (PMIDC),
3rd Floor, SCO 8-9, Sector 17-B,
Chandigarh.
Tel - 0172-2714038, Fax: 0172 - 2714026
www.punjabgovt.nic.in**

Subject: Selection of Transaction Adviors/ Consultant for Empanelment of PMIDC Panel.

We hereby agree and undertake as under:

Notwithstanding any conditions, whether implied or mentioned in our Technical Proposal, we agree to the terms and conditions as contained in the RFP document provided to us.

We hereby represent and confirm that our proposal is unconditional for the Project.

Dated this..... Day of..... 2010

Name of the Consultant

Signature of the Authorized Person

Name of the Authorized Person

FORM T 5: Experience of providing Transaction advisory services to 10 different State / Central Govt. Agencies in India.

Sr. No	Name of the Project	Name of the Central / State Govt. Agency
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Note:

1. Appropriate proof of the experience is to be provided for each Project. Self Certification by the Consultant shall not be admissible.

FORM T 6 : Experience of Transaction Advisory Services

Sr.No	Name of the Project	Sector	Date of Signing of Concession Agreement or Issue of Notice of Award	Operational/ Non Operational
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

Note:

1. Client Certificate must be provided for experience. Self Certification by the Consultant shall not be admissible.
2. Additional paper may be used for more projects.
3. Applicants are advised to give details of the completed transaction advisory of all the projects handled by them. After pre - qualification stage, the consultants will be ranked on the basis of cumulative number of projects handled by them.

FORM T 7 : Experience of providing Transaction Advisory / Consultancy for various Urban Infrastructure Sectors in India.

Sr. No	Name of the Project	Year of Completion / Signing of Concession Agreement
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Note:

1. Client Certificate must be provided for experience. Self Certification by the Consultant shall not be admissible.
2. Additional paper may be used for more projects.

Form T 8: Financial Capability Statement.

Average Annual turnover (in INR) from professional / consulting fee

<u>Year</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
<u>Amount (INR)</u>			
<u>Average</u>			
<u>Total</u>			

To be duly certified by Statutory Auditor/Chartered Accountant.

F 1: Format of Proposal Security

[To be issued by a Scheduled Bank branch in Chandigarh]

UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE

Bank Guarantee No.: _____ Dated: _____

Issuer of Bank Guarantee:

_____ (Name of the Bank)

(hereinafter referred to as the "Bank")

Beneficiary of Bank Guarantee:

Punjab Municipal Infrastructure Development Company (PMIDC)

Nature of Bank Guarantee:

Unconditional and irrevocable Bank Guarantee.

Context of Bank Guarantee:

In pursuance of clause 2.17 of Section II of the Request for Proposal Document dated____ (hereinafter referred to as the "RFP" inclusive of Agreement) for the Selection of Consultant for Empanelment on PMIDC panel(hereinafter referred to as the "Project"), provided however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner to relied upon at any stage to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee. The Contract of Bank Guarantee is an independent Contract between the Bank and PMIDC and is not dependent upon execution or performance of any Agreement between _____ and _____(name of the Consultant).

Operative part of the Bank Guarantee:

1. At the request of the ____ (name & address of the bidder), we _____/ _____ (name and address of the bank), hereinafter referred to as the "Bank"), do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the PMIDC i.e. the beneficiary on behalf of the Bidder, up to a total sum of Rs1 Lakh (Rupees One Lakh Only), such sum being payable by us to the PMIDC immediately upon receipt of first written demand from PMIDC.

2. We unconditionally and irrevocably undertake to pay to the PMIDC on an immediate basis, upon receipt of first written demand from the PMIDC and without any cavil or argument or delaying tactics or reference by us to the Consultant and without any need for the PMIDC to convey to us any reasons for invocation of the Guarantee or to prove the failure on the part of the Consultant to repay the amount of _____ or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs. 1 Lakh (Rupees One Lakh Only).

3. We hereby waive the necessity of the PMIDC demanding the said amount from the Consultant prior to serving the Demand Notice upon us.

4. We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the PMIDC that the PMIDC shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to it by the Consultant, which are recoverable by the PMIDC by invocation of this Guarantee.

5. This Guarantee will not be discharged due to a change in the constitution of the Bank or the Consultant. We undertake not to withdraw or revoke this Guarantee during its currency/ validity period, except with the previous written consent of the PMIDC.

6. We unconditionally and irrevocably undertake to pay to the PMIDC, any amount so demanded not exceeding Rs. 1 Lakh (Rupees One Lakh Only), notwithstanding any dispute or disputes raised by the Consultant or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the PMIDC, shall be a valid discharge of our liability for payment under this Guarantee and the Consultant shall have no claim against us for making such payment.

7. This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until _____ (180 days from the proposal due date or any extension thereof as requested by the Client).

Notwithstanding any contained herein:

1. Our liability under this Bank Guarantee shall not exceed Indian Rs. 1 Lakh (Rupees One Lakh Only).

2. This unconditional and irrevocable Bank Guarantee shall be valid w.e.f. _____ (Date of Submission of the Bid) to _____.

We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if Punjab Municipal Urban Infrastructure Development Company (PMIDC), serves upon us a written claim or demand on or before end of validity period of this Guarantee.

Authorized Signatory
For Bank

SECTION V:

DRAFT AGREEMENT

Annexure I: Contract Agreement

Date:

CONTRACT AGREEMENT

THIS AGREEMENT is made on the <<day>> day of <<month>> 2010

BETWEEN:

Punjab Municipal Infrastructure Development Company having its office at _____, India hereinafter referred to as "The Department" (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors - in - office and assigns) of the FIRST PART;

AND

M/s <<name of selected company>>, incorporated in India under the Companies Act, 1956 and having its registered office at <<registered office address>> (India) and place of business at

<<business address of company>> hereinafter referred to as "The Company" (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors - in - office and assigns) of the SECOND PART;

WHEREAS

a) The Department is desirous that the Consultant should carry out Transaction advisory services for PMIDC projects. For the purpose, the Department floated Request for Proposal (RFP No. PICTC/eGov/2009/003), for selecting Project Consultant to carry out Transaction advisory services for PMIDC projects. b) The Consultant, having represented to the Department that it has the required professional skills, and personnel and technical resources, has agreed to provide the services on the terms and conditions set forth in this Contract;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

a) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP.

b) The following documents in relation with Request For Proposal issued for selection of Consultants shall be deemed to form and be read and construed as part of this Agreement viz:

i. Section 1 of the RFP

ii. Section 2 of the RFP

iii. Section 3 of the RFP

iv. Section 4 of the RFP

v. All Annexures, amendments, supplements, corrigendum or clarifications thereto

vi. Notification of Award.

c) The contract shall begin from the date of signing of the contract, as and when the Project would be assigned to the Consultant.

d) The mutual rights and obligations of the Department and the Consultant shall be as set forth in the Contract, in particular:

- i. the Consultant shall carry out the services in accordance with the provisions of the Contracts;
- ii. the Consultant shall provide professional, objective and impartial advice and at all times hold the Department's interest paramount, strictly avoid conflicts with other assignments/ jobs, downstream projects or their corporate interests and act without any consideration for future work; and
- iii. the Department shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by:
(Name and designation)
Authorized Signatory of the Company

Signed by:
(Name and designation)
Authorized Signatory of the
Department