

**EXPRESSION OF INTEREST CUM REQUEST FOR PROPOSAL (EOI CUM RFP) FOR Appointment of Transaction Advisor for Establishment of**

**Barhi Logistic Park,**

**Export Processing  
Zone Ranchi,**

**&**

**Export Processing Zone cum Dry Port at Bokaro.**

**Jharkhand Industrial Infrastructure Development Corporation Ltd  
(JIIDCO)**

**3<sup>rd</sup> Floor RIADA, Building,  
Namkum Industrial Area,  
Ranchi-834010**

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## **DISCLAIMER**

The information contained in this Request for Proposal document (“**RFP**”) or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of Jharkhand Industrial Infrastructure Development Corporation Ltd (JIIDCO), or any of their employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by JIIDCO to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflects various assumptions and assessments arrived at by JIIDCO in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the JIIDCO, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

JIIDCO also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance of any Bidder upon the statements contained in this RFP.

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

The issue of this RFP does not imply that JIIDCO is bound to select an Bidder or to appoint the selected Bidder, as the case may be, for the Consultancy and JIIDCO reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever

### Proposal Data Sheet

Sl. No.	Key Information	Details
01	Name of the Project	A. Barhi Logistic Park, Barhi, Hazaribagh B. Export Processing Zone, Bijupara Ranchi, & C. Export Processing Zone cum Dry Port, Bokaro Industrial Area, Bokaro.
02	Name and Address of the Authority	Managing Director Jharkhand Industrial Infrastructure Development Corporation Ltd (JIIDCO) 3 <sup>rd</sup> Floor RIADA, Building, Namkum Industrial Area, Ranchi-834010
03	Contact Person	General Manager, Infra, Jharkhand Industrial Infrastructure Development Corporation Ltd (JIIDCO) 3 <sup>rd</sup> Floor RIADA, Building, Namkum Industrial Area, Ranchi-834010 Contact No: +91-9835504544
04	RFP/ Tender Fees Cost (Non Refundable)	10,000/- (Ten Thousand Only)
05	EMD (Earnest Money Deposit)	Rs. 1, 00, 000/- (One Lakh Only)
06	RFP Document Availability	25/04/2018
07.	Last Date of receiving query	10/05/2018
08.	Pre- Bid Meeting	12/05/2018
09.	Proposed Due Date of receiving Bid	24/05/2018 till 16:00 Hrs
10.	Opening of the Technical Proposals	24/05/2018 at 16:30 Hrs
11.	Opening of the Financial Proposals	Shall be intimated Later
12.	Validity of the proposals	180 days from the Bid Due Date

## 1. Letter of Invitation

Date: .....

**Sub: Invitation to bid for selection of Transactional Advisor for Public Private Partnership (PPP) Projects by Jharkhand Industrial Infrastructure Development Corporation Ltd.'s (JIIDCO)**

Dear All,

On Behalf of Jharkhand Industrial Infrastructure Development Corporation (JIIDCO), a government of Jharkhand Undertaking, the Managing Director invites proposals to provide Transaction Advisory Services for the Development of Export infrastructure projects on Public Private Partnership (PPP) Basis in BOT (Built Operate & Transfer) Mode.

JIIDCO is seeking to appoint a consultancy Firm as Transaction Advisor for carrying out various activities as mentioned in the RFP enclosed herewith.

The RFP includes the following documents

- Section 1: Letter of Invitation
- Section 2: Instructions to bidders.
- Section 3: Terms of Reference.
- Section 4: Standard Format- Technical
- Sectional 5: Standard Format- Financial.

Please note the last date for the submission of your proposal is 24/05/2018 till 16:00 Hrs

Yours faithfully,

(K Ravi Kumar, IAS)  
MD JIIDCO

## 2. Introduction

2.1. Jharkhand Industrial Infrastructure Development Corporation Ltd (JIIDCO), intends to select a consultant as a Transaction Advisor (TA) for the development of export infrastructure projects under TIES scheme. The Transaction Advisor should be able to prepare documents i.e. feasibility study reports, financial assessment study, preparation of RFPs or other required bidding documents, Evaluation of technical bids, contract processing, Periodic monitoring of outsources activities. Evaluation of outsources activities for effective decision making and any other consultancy jobs to be preferred on behalf of the Department. The TA should have skills and experience of Trade sector. The TA should design and help execute projects in PPP mode in line with TIES scheme of Ministry of commerce & Industry, Govt of India.

Jharkhand Industrial Infrastructure Development Corporation (JIIDCO), is the **implementing agency** for the projects.

JIIDCO desires to promote development of identified projects through BOT (Built Operate & Transfer) mode in Public-Private-Partnership (PPP) framework.

JIIDCO would also endeavour to avail grants from Government of India under Trade Infrastructure for Export Scheme (TIES)

### 2.2. The details of the projects

#### A. Name of the Project: Barhi Logistic Park

**Proposed Location: Barhi Industrial Area, Hazaribagh.**

**Area: Approximately 40-60 Acre**

#### **Project Description:**

Barhi is at a strategic location and is going to be growth centre for Jharkhand. BLP is strategically located on the GT road and equidistant from Bihar, UP and West Bengal. This logistic park will be developed under Public Private Partnership. It will have the following facilities like 60 feet wide road with 8 feet higher boundary wall, huge Parking area for trucks and four wheeler, 24 hours Loading unloading facility, Weight bridge facility at the campus, World class drainage system, Separate electricity connection for each blocks in warehouse, DG equipped building to maintain uninterrupted power supply, Flat light for 24 hours operations inside and outside campus, Security services, Minimal Processing Centers at different locations in Jharkhand with Sorting and Grading, Weighing scale, Packaging, Cold Storage, Warehouse and Basic Infrastructure, Distribution Hub, Refrigerated van for supply of perishable

products, Wi-Fi equipped green campus with Cafeteria and dining facility, Waiting room and rest room with bedding facility for transporters and visitors, Commercial complex to shop essential items. It will be developed with Public Private Partnership mode on BOT model. BLP will be developed under the TIES Scheme of Ministry of Commerce and Industry, Govt. of India.

**B. Name of the Project: Export Processing Zone**

**Proposed Location: Bijupara, Ranchi**

**Area: *Approximately 40-60 Acre***

**Project Description:**

The component of Export Processing Zone would have Custom Clearance, Warehousing, Less Container Load (LCL) / AIR Export, Handling of containers, Canteen, Weighbridge, and Export Import Facilities. Computerized operations and business transactions. Modern Communication, Office space with telephones for Railway Side-lines, Custom House Agents and Surveyors and Factory stuffing and de-stuffing facility. The export zone will have the facility of Quarantine. It will be developed under PPP model. Export Processing Zone will also in house some export oriented industries.

**C. Name of the Project: Export Processing Zone cum Dry Port,**

**Proposed Location: Bokaro Industrial Area.**

**Area: *Approximately 40-60 Acre***

**Project Description**

The component of Export Processing Zone would have the facility like Custom Clearance, Warehousing, LCL / AIR Export, Survey of cargo and containers from reputed surveyors, Handling of containers, Canteen, Weighbridge, and Export Import Facilities under all Export promotion schemes, computerized operations and business transactions and railway sliding.

### 3. Instructions to Bidders.

#### 3.1. General Instructions

Each Bidder shall submit a maximum of one (1) Proposal for all the three projects as mentioned above. In response to this RFP document. Any Bidder, who submits more than one Proposal for the Assignment shall be disqualified.

#### 3.2. Bid process

- i. The financial Bid would be assessed on the basis of the **least amount (L1)** quoted by a Bidder for the assignment.

Generally, the lowest Bidder shall be the "Selected Bidder". The remaining Bidders shall be kept in reserve and may be invited for negotiations in case such lowest Bidder withdraws or is not selected for any reason. In the event that the lowest Bidder withdraws or is not selected for any reason in the first instance, the Authority may invite the second lowest bidder for negotiation. If the second lowest bidder also withdraws or is not selected for any reason, then the next lowest bidder shall be invited for the negotiations and so on.

- ii. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- iii. At any time prior to the Bid Due Date, JIIDCO may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the RFP document by the issuance of Addenda, or amendment
- iv. The Proposal shall remain valid for a period not less than 180 days from the Bid Due Date. JIIDCO reserves the right to reject any Proposal, which does not meet this requirement.

#### 3.3. General Obligations of the TRANSACTION ADVISOR

- (i) The personnel shall perform the services and carry out its obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and method.
- (ii) The deployed personnel shall be dedicated for providing services to the Authority from the location specified by The Authority.



There will be another team of experts at the back office of the consultant for providing specific services, as stated in this RFP.

- (iii) The personnel shall always act, in respect of any matter relating to the Contract or to be Services, as faithful advisor to JIIDCO, and shall at all times support and safeguard JIIDCO legitimate interests in any dealings with Sub-Consultants or third parties.
- (iv) The personnel shall hold JIIDCO's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interest.
- (v) The personnel shall individually be responsible for up-keeping the files, records, documents etc. for projects they are working with

#### **3.4. Opening of Technical proposal**

In this stage, only the envelopes containing technical proposals of the bidders will be opened and bids of only eligible proposals will be evaluated

#### **3.5. RFP Cost/Tender Fees.**

The Bidder has to submit a tender fees of Rs 10,000/- (Ten Thousand Only) in the form of DD (Demand Draft) of any nationalised bank payable to JIIDCO at Ranchi and it should be attached in envelope with the technical part i.e. PART I SUBMISSION.

#### **3.6. Earnest Money Deposit (EMD)**

- 3.6.1. Proposal should necessarily be accompanied by Earnest Money Deposit of an amount of Rs.1, 00, 000/- (Rs. One Lakh only) in the form of a Demand Draft or Bank Guarantee issued by any nationalised bank in favour of The MD,JIIDCO payable at Ranchi.
- 3.6.2. EMD shall be returned to the unsuccessful bidders within a period of four (4) weeks from the date of signing of Consultancy Agreement between JIIDCO and the Successful Bidder. EMD submitted by the Successful Bidder shall be released upon completion of one month of the providing services after actual deployment of all resources.

##### **3.6.3. EMD shall be forfeited in the following cases:**

- i. If any information or document furnished by the Bidder is found to be misleading or untrue in any material respect; and.

- ii. If the successful Bidder fails to execute the Consultancy Agreement within the time, stipulated in the Letter of Award or any extension thereof provided by JIIDCO.
- iii. If the Advisor engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- iv. If the Advisor withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time.
- v. If the Selected Bidder fails to provide the Performance Security within the specified time limit.

Authority will not be liable to pay any interest on Earnest Money Deposits under any circumstances.

**3.7. Performance Security**

- i. Performance Security for an amount of 2,00,000/-, (Rupees two Lacs) only shall be furnished before signing of the contract in form of a Bank Guarantee substantially in the form specified in this document.
- ii. For the successful bidder, the Performance Security shall be retained by the Authority until the completion of the Assignment by the Advisor and be released within 180 days after the completion of the assignment.
- iii. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Performance Security, shall be forfeited and appropriated by the Authority and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
  - a. If any Bidder engages in any of the Prohibited Practices specified in this RFP
  - b. If the Bidder is found to have a Conflict of Interest as specified in this RFP
  - c. If the Selected Bidder commits a breach of the Agreement

**3.8. The roles, responsibilities and broad scope of work of Transaction Advisor are set out in Section 4.3.**

The scope of services may be extended on mutually agreed terms and conditions.

3.9. **Clarifications:** A prospective Bidder requiring any clarification on the RFP document may notify JIIDCO in writing to the address as specified in the RFP. The Bidders should send in their queries so as to reach JIIDCO latest by the **Last Date for receiving queries in the following format** mentioned in the Schedule of Bidding Process.

Sl. No.	RFP Reference	Content of RFP	Point of Clarification

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JIIDCO may, on its own discretion may forward its responses to all the Bidders. Responses would include a description of the enquiry without identifying its source at its sole discretion.

The corrigendum (if any) and clarifications to the queries from all the bidders will be posted on the official website of JIIDCO and e-mailed to all the participants of Pre bid meeting.

- 3.10. **Format and Signing of Proposal:** The Bidder is required to provide all the information as per this RFP document. JIIDCO shall evaluate only those proposals that are received within the due date & time and complete in all respects in the required format.

**3.11. Details of submissions:**

**3.11.1. Part I Technical Proposal Submission details**

- i. Covering letter in the format set out in Appendix A
- ii. Details of the Bidder in the format set out in **Appendix B**
- iii. Power of Attorney as per **Appendix C**, authorising the signatory of the Proposal to submit the proposal.
- iv. RFP cost / Tender fees of Rs 10,000/- (Ten Thousand Only)
- v. Completed project descriptions in the format set out in **Appendix D1 and Appendix D2**, with supporting proof
- vi. Approach, Way forward and work plan methodology for the envisaged project in **Appendix E**
- vii. Format of CV of proposed Project Manager deployed at JIIDCO, Ranchi, in **Appendix F**
- viii. **CV's** of back office key personnel.
- ix. Financial capability and Professional Fee received in last three FY by the Bidder in **Appendix G**
- x. Earnest Money Deposit in the manner described above.

*All necessary documents to support eligibility criteria need to be furnished*

**3.11.2. Part II Financial Proposal Submission**

- a. Financial proposal in the format as set out in **Appendix H**.
- b. The Financial Proposal shall be quoted as a lump sum amount which shall be payable to the consultant for the Transaction Advisor/TA under the agreement. It shall be inclusive of
  - i. The Cost to Company expenses of the experts and personnel to be deployed in JIIDCO and the back office team.
  - ii. All other out of pocket expenses.
- c. The Financial Proposal shall be exclusive of GST.

3.12. Financial Proposal shall not include GST, Cess, Surcharge levied on such services which shall be reimbursed by JIIDCO at the prevailing rate. Income tax as applicable shall be deducted at source from every payment towards fees.

3.13. The Bidder shall submit properly indexing technical i.e. Part I submission duly bounded or spiral and the Part II Submission separately in two envelopes, marking the envelopes as "**PART I SUBMISSION**" and "**PART II SUBMISSION**"

These envelopes shall then be sealed in a single **third** outer envelope super scribing SELECTION OF TRANSACTION ADVISOR FOR:

- A. ESTABLISHMENT OF INTEGRATED LOGISTIC PARK AT BARHI HAZARIBAGH.**
- &**
- B. ESTABLISHMENT OF EXPORT PROCESSING ZONE, BIJUPARA RANCHI.**
- &**
- C. ESTABLISHMENT OF EXPORT PROCESSING ZONE CUM DRY PORT AT BOKARO INDUSTRIAL AREA BOKARO.**

3.14. The appointment of Transaction Advisor shall be for all the three projects and a single bid shall be submitted.

3.15. The Bidder shall prepare (1) one original in hard copy and (1) duplicate of the Proposal in soft version in USB in PDF format clearly marked "ORIGINAL" (Hard Copy) and "Soft Copy". In the event of any discrepancy between the original and the soft copy, the original shall prevail.

3.16. The original Proposal shall be typed or written in indelible ink and each page shall be **initialled by the authorised signatory** of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialled by the person(s) signing the Proposal

**3.17. Sealing and Marking of Proposal.**

3.17.1. The Bidder shall seal the original and soft copy of the Proposal in separate envelopes, duly marking the envelopes as "ORIGINAL" and "SOFT COPY". The envelopes shall then be sealed in a single outer envelope.

3.17.2. Each of the envelopes, both outer and inner, must be super scribed with the following information:

- a. Name and Address of Bidder
- b. Contact person and phone numbers:

**Name of Project: "Selection of Transaction Advisor "for**

- A. ESTABLISHMENT OF INTEGRATED LOGISTIC PARK AT BARHI HAZARIBAGH.**
- &**
- B. ESTABLISHMENT OF EXPORT PROCESSING ZONE, BIJUPARA RANCHI.**
- &**

## C. ESTABLISHMENT OF EXPORT PROCESSING ZONE CUM DRY PORT AT BOKARO INDUSTRIAL AREA BOKARO

**Under TIES Scheme of Ministry of Commerce and Industry of Government of India.**

**3.17.3.** All communications including the submission of bid should be addressed to:

**Managing Director**

Jharkhand Industrial Infrastructure Development Corporation Ltd  
Government of Jharkhand Undertaking  
3<sup>rd</sup> Floor, RIADA Building,  
Namkum Industrial Area,  
Lowadih  
Ranchi- 834010.  
Jharkhand  
Email: [jiidcoltd@gmail.com](mailto:jiidcoltd@gmail.com); [jhr-doi@nic.in](mailto:jhr-doi@nic.in);

**Contact Person:** General Manager (Infra),  
Jharkhand Industrial Infrastructure Development Corporation Ltd  
3<sup>rd</sup> Floor, RIADA Building,  
Namkum Industrial Area,  
Lowadih  
Ranchi- 834010.  
Jharkhand,  
Mobile No: +91-9835504544.

3.17.4. If the envelope is not sealed and marked as instructed above, JIIDCO assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal, may, at the sole discretion of JIIDCO, be rejected

3.17.5. The Bidder is expected to examine carefully the **contents of all the documents provided**. Failure to comply with the requirements of RFP shall be at the Bidder's own risk.

3.17.6. It shall be deemed that prior to the submission of the Proposal, the Bidder has:

- a. made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
- b. received all such relevant information as it has requested from JIIDCO; and
- c. Made a complete and careful examination of the various aspects of the Projects for which the consultancy services are to be provided.

3.17.7. JIIDCO shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

**3.17.8. Bids from single entity/*Company/ Consortium/ Joint Venture shall be considered***

**3.18. Bid Due Date:**

3.18.1. Proposals should be submitted within the time as mentioned in the Schedule of Bidding Process, at the address and in the manner and form as detailed in this RFP document. Proposals submitted by either facsimile transmission or telex will not be accepted.

3.18.2. JIIDCO may, at its sole discretion, extend Proposal Due Date by issuing a corrigendum.

**3.19. Opening of Proposals and Clarifications**

3.20. **JIIDCO** would open the

**Part I Submission** of the Proposals on or any earliest convenient working day after the Bid Due Date for the purpose of evaluation.

**Part II Submission** of the short listed Bidders shall be opened after intimation of the date, time and venue of such opening in presence of Bidders or their representatives, who choose to remain present.

3.21. JIIDCO reserves the right to reject any Proposal not submitted on time and/or which does not contain the information/documents as set out in this RFP document.

3.22. To facilitate evaluation of Proposals, JIIDCO may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

**4. Terms of Reference.**

4.1. JIIDCO has a limited in-house manpower capacity. JIIDCO therefore needs human resource and intellectual support to conceptualise, carry out necessary documentation, analyse, procure consultants and developers / implementing agencies and monitor them for development of the projects. JIIDCO intends to select and appoint a Transaction Advisor for deployment of personnel with specific skills and experiences through this RFP for providing the services described in the scope of services in this RFP.

4.2. **The details of the projects are mentioned below:**

**A. Name of the Project: Barhi Logistic Park**

**Proposed Location: Barhi Industrial Area, Hazaribagh.**

**Project Description:**

Barhi is at a strategic location and is going to be growth centre for Jharkhand. BLP is strategically located on the GT road and equidistant from Bihar UP and West Bengal. This logistic park will be developed under Public Private Partnership. It will have the following facilities like 60 feet wide road with 8 feet higher boundary wall, huge Parking area for trucks and four wheeler, 24 hours Loading unloading facility, Weight bridge facility at the campus, World class drainage system, Separate electricity connection for each blocks in warehouse, DG equipped building to maintain uninterrupted power supply, Flat light for 24 hours operations inside and outside campus, Security services, Minimal Processing Centres at different locations in Jharkhand with Sorting and Grading, Weighing scale, Packaging, Cold Storage, Warehouse and Basic Infrastructure, Distribution Hub, Refrigerated van for supply of perishable products, Wi-Fi equipped green campus with Cafeteria and dining facility, Waiting room and rest room with bedding facility for transporters and visitors, Commercial complex to shop essential items. It will be developed with Public Private Partnership mode on BOT model. BLP will be developed under the TIES Scheme of Ministry of Commerce and Industry, Govt. of India.

**B. Name of the Project: Export Processing Zone**

**Proposed Location: Bijupara, Ranchi**

**Project Description:**

The component of Export Processing Zone would have Custom Clearance, Warehousing, Less Container Load (LCL) / AIR Export, Handling of containers, Canteen, Weighbridge, and Export Import Facilities. Computerized operations and business transactions. Modern Communication, Office space with telephones for Railway Side-lines, Custom House Agents and Surveyors and Factory stuffing and de-stuffing facility. The export zone will have the facility of Quarantine. It will be developed under PPP model. Export Processing Zone will also in house some export oriented industries.

**C. Name of the Project: Export Processing Zone cum Dry Port,**

**Proposed Location: Bokaro Industrial Area.**

**Project Description**

The component of Export Processing Zone would have the facility like Custom Clearance, Warehousing, LCL / AIR Export, Survey of cargo and containers from reputed surveyors, Handling of containers, Canteen, Weighbridge, export Import Facilities under all Export promotion schemes, computerized operations and business transactions and railway sliding.

The deployed personnel shall be dedicated for providing services to JIIDCO from the location specified by JIIDCO.

### 4.3. Roles, Responsibilities and Scope of Services of Transaction Advisor

The Transaction Advisor, as a self-sufficient team of professionals shall provide services under the general guidance of JIIDCO for the activities enlisted here under. The Project Manager shall have control over their team members to allocate works and to get the same done by them with right quality and within agreed time frame. Essentially, the Transaction Advisor will perform the following work:

- a. The Transaction Advisor will be retained up-to the signing of an effective PPP concession agreement for each of the proposed projects and release of total subsidy by GoI (Govt. of India) under TIES scheme. The objective of this Consultancy service is to produce a financially viable concession that would address the principal issues related to project risks and adequate returns to the concessionaire.
- b. The selected bidder shall undertake detailed surveys including primary and secondary from all sources to establish a solid reason to develop the Projects.
- c. All necessary site investigation surveys etc. shall be conducted to establish the type of structure which can be provided in such a land. The site survey shall also include all soil surveys, geo-technical surveys etc. Identifying issues that could have technical, environmental, commercial and financial implications
- d. The bidder shall also conduct a detailed market assessment study related to demand analysis, future needs, impact of future policies etc.
  - The bidder shall submit a pre-feasibility report based on the various analysis done and shall be submitting a report thereon including the market analysis report, undertake Sensitivity Analysis for understanding the financial impact of various provisions in the Concession Agreement.
  - Optimize the project structure under various implementation options.
  - Estimate the values of basic bidding criteria, for evaluation of the reasonableness of the financial proposals



- e. Develop a cash flow model to maximise the return to the concessionaire;
- f. The Bidder has to ensure compliance of all applicable Govt. laws including compliance of Building bye-laws, or any other laws applicable for the Project.
- g. The bidder shall prepare the final feasibility report based on the discussions, suggestions etc. which may also include any other analysis, surveys which may be required for better understanding of the Project.
- h. Based on the accepted feasibility study, the bidder shall prepare and submit alternative, (not less than 3) revenue models to way forward the project. It shall include the following:
  - To forecast revenues for the Project based on Market benchmarking of similar facilities.
  - Conduct risk assessment by and identifying the allocation of risks, proposing changes in the risk allocation that will make the concessions more attractive to the private sector without significantly increasing the liabilities on the concessionaire.

Finalise a framework for the bidding package in consideration of a variety of specific factors including:

  - ✓ the requirements for a fixed time schedule performance parameters; and
  - ✓ The terms for early termination.
- i. *Preparation of DPR and EIA shall be taken up by the concessionaire for separate bid process or EoI*
- j. **The Scope of Services specified in this Clause are not exhaustive and the Transaction Advisor shall undertake such other tasks as may be necessary to appraise the project financially, prepare the Revenue Model and successfully complete the bid process for the Project.**

#### **4.4. The Transaction Advisor shall also carry out:**

##### **1. Project conceptualization feasibility/ planning, project modelling**

- a. Conceptualization and preliminary assessment of projects (new/proposed) including project components, objective, market study (demand supply assessment), target market, location requirement/ identification, etc.
- b. Post conceptualisation and assessment, JIIDCO will take decision on elaborating the projects further. Transaction Advisor will prepare project feasibility and financial modelling for the project to present the detailed approach for the project.
- c. As part of the study, Transaction Advisor is also expected to identify sources of funds from various central and state govt. schemes, private parties and evaluate various revenue options.
- e. Identify skills which would be required for these projects and gap in these.

f. Recommendation of the project should be based on best practices elsewhere.

## **2. Bid process management**

- a. Preparation of bid documents (EOI/ RFQ/RFP)
- b. Assistance in bid process management (pre-bid meetings, bid evaluation, negotiation assistance etc.)
- c. Preparation of Concession Agreement

## **3. Providing project management support**

- a. Wherever required, Transaction Advisor will assist/ coordinate JIIDCO in preparing for getting approval of the projects from required Departments (Central/State).
- b. Monitor time bound utilization of funds disbursed.
- c. Assistance in review and monitoring of projects under execution as per the project plan decided and submit periodical progress reports.
- d. Attract private investors.

## **4.5. Alternative Location (If Necessary)**

JIIDCO through its available manpower identified the above mentioned locations for the proposed projects under TIES scheme. During the prefeasibility study if Transaction Advisor (TA) finds it unsuitable it may suggest any other suitable location for the projects mentioned above under TIES.

## **5. Eligibility Criteria:**

### **5.1. Minimum Eligibility Criteria.**

#### **Conditions of Eligibility of Bidders**

Bidders must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for Evaluation. To be eligible for evaluation of its Proposal, the Bidder shall fulfil / furnish the following:

- i. Tender Fee of Rs. 10,000/- (Ten Thousand Only) in the form of Demand Draft in favour of JIIDCO Ltd, payable at Ranchi.
- ii. Earnest Money Deposit of Rs. 1,00,000/- (One Lakh Only) in the form of a Demand Draft or Bank Guarantee drawn on any nationalised/ scheduled bank in favour of JIIDCO Ltd payable at Ranchi.
- iii. Company/Firm Registration Details with certificates
- iv. PAN card details and GST. No.
- v. Turnover details of last three years along with CA Certificates
- vi. Audited Balance Sheet for the last three years
- vii. Copy of Income Tax Return (ITR) of last three years

- viii. In case the Bidder firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection process.
- ix. The Bidder firm can be a sole / a Partnership firm/ a Company incorporated under the Companies Act. **Consortia, joint ventures may participate.**
- x. The Company should have been providing Consultancy services for last at least 04 years in India.

## 5.2. Minimum Eligibility Criteria:

The Bidder shall meet the below mentioned criteria:

### a). Technical Capacity:

The Bidder shall have undertaken a minimum of 5 (five) eligible assignments as specified hereafter out of which at least 3 should be Transaction Advisory Services for PPP Projects.

Eligible assignments: Experience of providing consultancy/advisory services to any State Government/Departments/ *Private entities* in India for **infrastructure** projects like port, SEZ, Export Processing zone, logistics export Infrastructure/ Tourism/ Hospitality/ Entertainment etc. projects undertaken through Public Private Partnership (PPP) or other forms of private participation and having project cost of at least INR 50 crore for each **(the PPP Projects)**

### b) Financial Capacity:

The Bidder shall have received a minimum of Rs. 3 Crores (Rupees Three Crores) per annum as professional fees during each of the three financial years preceding the Bid Due Date. Professional fees here refers to fees received by the Bidder for providing advisory or consultancy services to its clients.

## 6. KEY PERSONNEL

- 6.1. The Transaction Advisor will be required to provide required qualified personnel including experts in the relevant sector, public private partnerships, investment promotion, project preparation and appraisal, policy and legal issues.
- 6.2. The Transaction Advisory team shall consist of a PPP expert who have the requisite qualifications and experience. PPP Expert shall be the leader and executer of the project **shall be deployed at JIIDCO office for 50% of Working Days till signing of concessionaire agreement.**  
The back office team shall work on the above assignments, while the back office personnel shall be deployed under the Transaction Advisor and shall provide transaction advisory services for developing PPP projects, as per the instruction of the Authority (JIIDCO) with co-ordination.
- 6.3. The following key personnel whose responsibilities and expected deployment time are briefly described herein would be part of Advisory team:

Key Personnel (KP)	Number of Key Personnel to be Deployed	Responsibilities
Project Manager Cum PPP Expert.	01	<p>Should be familiar with the requirements for PPP Projects from the perspective of both the Authority and the investors. Familiarity with the Indian investment environment and regulations is essential. Lead, coordinate and supervise the team for delivering services in timely manner. Attend the major meetings/ workshops. Provide practical advice on PPP policies and practices and other activities as specified in the scope of work.</p> <p>Shall be responsible for compliance of all the technical aspects of this assignment.</p> <p>The Bidder shall deploy Project Manager cum PPP expert in JIIDCO office at Ranchi and <b>shall spent 50% of Working Days till signing of concessionaire agreement there</b></p> <p>He shall be responsible for all aspects of all the projects. He shall also be responsible for overall co-ordination and project development and shall regularly communicate with the authorised person in JIIDCO and work in close co-ordination with JIIDCO.</p>
Key Personnel from back office	Number of Key Personnel to be Deployed	Responsibilities.
Infrastructure Expert	01	To assist JIIDCO in infrastructure advisory and experience PPP projects on Export Processing Zone.
Financial Expert	01	<p>To assist in budgeting, analysis, estimation, cost evaluation, expenditure planning, preparing cash flow statements etc.</p> <p>To review the out financial analysis</p>

		<p>for different scenario / project structures and recommend the appropriate structure</p> <p>Assist JIIDCO in any other financial analysis and procurement documentation Any other activity assigned by the Team Leader</p>
Legal Expert	01	<p>Responsible for all the legal and regulatory aspects of the project. Will also be responsible for recommending standard contracting provisions and drafting and reviewing of project agreements and compliance with regulatory requirements. Vet and comment on specific contracts and agreements. Manage the preparation of Standardized PPP Contract Provisions and other activities as specified in the scope of work</p>
Public Procurement Expert	01	<p>Assist in empanelment of consultants, architects, planners To write RFPs for procurement of consultants, architects, planners</p> <p>To write contract document</p> <p>To assist in all procurement related documentation</p> <p>To assist JIIDCO in evaluation of EoIs, RFQs, technical and financial proposals</p> <p>To write evaluation reports</p> <p>To review EOIs, RFQs, RFPs, evaluation reports prepared and submitted by other consultants</p> <p>Any other activity assigned by the Team Leader or project Manager.</p>

- 6.4. The bidder shall submit the CV of Project Manager cum PPP expert along with their commitment letter to be available for the projects. In addition to Key Personnel, the prospective Advisors should have sufficient qualified personnel and resources to accomplish all the services described herein with the prescribed time. The Advisor should be capable of furnishing all necessary

professional, technical and expert services as required to complete all the elements of assignment described in the Scope of Work. JIIDCO is seeking an Advisor who can be capable of completing all aspects of the assignment. This will require a high degree of management and technical expertise directly related to structuring of Public Private Partnership of similar projects.

- 6.5. The Bidder shall make available Key Personnel, meeting the requirements specified below at JIIDCO Office:

<b>Key Personnel (stationed at JIIDCO office)</b>	<b>Educational Qualification</b>	<b>Professional Experience (in years)</b>	<b>Relevant Experience on Eligible Assignments</b>
Project Manager cum PPP Expert.	Graduation in Engineering & Post-Graduation MBA from Institute of National Repute.	12 years	Minimum 8 years of experience in PPP Transaction Advisory Services & at least 02 successfully completed similar projects in PPP mode.

- 6.6. The Bidder shall make available back office Key Personnel meeting the requirements specified below:

<b>Key Personnel (stationed at back office)</b>	<b>Educational Qualification</b>	<b>Professional Experience (in years)</b>	<b>Relevant Experience on Eligible Assignments</b>
<b>Infrastructure</b>	Graduation: Civil Engineering Post-	08 years	Minimum 08 years of experience in

<b>Expert</b>	Graduation: Business Management		infrastructure advisory. Minimum 03 years of experience in Transaction advisory infrastructure sector and experience PPP projects.
Finance Expert	CA / ICWA/ MBA in Finance	08 yrs	Minimum 08 years of experience in PPP Transaction Advisory Services Minimum 03 sectoral project of similar in nature
Legal Expert	Post-Graduation: law	08 years	Minimum 08 years of experience in infrastructure advisory and experience PPP projects. ii. Minimum 03 years of Sectoral project experience
Public Procurement Expert	A graduate degree in Public Administration, Public Finance, Management or similar field	08 years	Minimum 08 years of experience in infrastructure advisory and experience PPP projects or experience in supporting public procurement reforms

- 6.7. The Project Manager cum PPP Expert shall be stationed at JIIDCO **for 50% of Working Days till signing of concessionaire agreement** and will further work for 03 (Three) years or till the final release of subsidy under TIES by GoI (Govt of India) whichever is later.

## 7. Evaluation of bids

- 7.1. Evaluation of Technical bid:

- 7.1.1. In the first stage, the Technical Proposal will be evaluated on the basis of Bidder's experience, understanding of scope of work and proposed methodology

and the qualification and experience of Key Personnel. Only those bids which qualifies in technical evaluation shall be considered for financial bid opening.

- 7.1.2. The Authority will open the Bids at 04.30 PM (IST) on the specified date for opening as in TENDER DOCUMENT at the place specified and in the presence of the Bidders who choose to attend.
- 7.1.3. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this RFP.
- 7.1.4. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 7.1.5. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

## **7.2. Evaluation of Financial Bid:**

- (i) The financial Bid would be assessed on the basis of the **least amount (L1)** quoted by a Bidder for the assignment.
- (ii) Generally, the lowest Bidder shall be the "Selected Bidder". The remaining Bidders shall be kept in reserve and may be invited for negotiations in case such lowest Bidder withdraws or is not selected for any reason.
- (iii) In the event that the lowest Bidder withdraws or is not selected for any reason in the first instance, the Authority may invite the second lowest bidder for negotiation. If the second lowest bidder is also withdraws or is not selected for any reason, then the next lowest bidder shall be invited for the negotiations and so on.
  - a. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

## **7.3. Negotiation:**

The eligible bidder quoted **lowest rate (L1)** may be called for negotiations which may be scheduled with prior intimation. Negotiations will commence with a discussion on the proposal, proposed methodology, staffing, financial bids and any other suggestions on improving the TOR.

## **7.4. POST EVALUATION**

After selection, a Letter of Award (the "LOA") shall be issued, by JIIDCO to the Selected Bidder. The Selected Bidder in turn has to conclude an agreement with the Authority with the stipulated time duly furnishing the performance security in the shape of Bank Guarantee for an amount as specified in para3.7. If the selected bidder fails to conclude the agreement with the Authority within the stipulated period, the Authority shall



forfeit the Bid Security of such Bidder as Damages and the next eligible Bidder may be considered for appointment.

**7.5. Commencement of services**

The bidder with whom the negotiation is successful shall be issued a LoA. On issue of LoA the bidder shall have to enter into a contract with Authority on or before next 30 days from the date of receipt of such LoA. (Letter of Award).

**8. PAYMENT**

The Selected Advisor shall be paid overall fees quoted by them per project as per following schedule after approval of the same by the Competent Authority.

**8.1. Fee**

The bidder shall quote the Fee in appendix H (Financial Proposal) as per the scope of work defined in the RFP:

**8.2. Payment schedule and Time Line**

The Selected Transaction Advisor shall be paid overall fees quoted by them per project as per following schedule after approval of the Competent Authority.

**Note: After achieving one milestone for one project one third (1/3<sup>rd</sup>) of the scheduled payment shall be released and so on.**

Deliverable	Payment
On Acceptance of Feasibility Report	15% of the Fee quoted by the bidder
Finalisation of Revenue Model and bidding document publication.	15% of the Fee quoted by the bidder
On Evaluation of bids	15% of the Fee quoted by the bidder
On Signing of Concession Agreement.	30% of the Fee quoted by the bidder
On release of subsidy under TIES scheme	15% of the Fee quoted by the bidder
Hand holding after signing of Concession Agreement (For three years from the date of signing of concession Agreement)	10% of the Fee quoted by the Bidder

### 8.3. **Additional work**

If, in the opinion of the Authority, it is necessary to carry out any work outside of the Terms of Reference for the purposes of the Project in addition to the Services, the Bidder, shall carry out such additional work and with the prior authorization of the Authority. Personnel required and the fees for such projects shall be decided by mutual agreement at rate similar to that finalized for other similar project.

## 9. **Miscellaneous**

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

9.2 The JIIDCO Ltd, 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 Bidder in order to receive clarification or further information;
- c. retain any information and/or evidence submitted to the JIIDCO Ltd by, on behalf of and/or in relation to any Bidder; 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 Bidder.

9.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the JIIDCO Ltd, 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.

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

9.5 The JIIDCO Ltd reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

9.6 After selection, a Letter of Award (LOA) shall be issued in duplicate, by JIIDCO to the Selected Bidder and the Selected Bidder shall sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event of the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and the same may be awarded to next eligible Bidder.

9.7 After award of the LOA as aforesaid to the Selected Bidder, it shall execute the Agreement within 15 working days and the Selected Bidder shall not be entitled to seek any deviation in the Agreement.

9.8 The Consultant shall commence the Consultancy within fifteen days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails

to either sign the Agreement or commence the assignment as specified, the JIIDCO may invite the second ranked Bidder for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled / terminated.

- 9.9 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Authority's antifraud and corruption policy.
- 9.10 Authority will have the right to terminate the contract by giving thirty (30) days written notice. If the contract is terminated due to the fault of the Advisor or in case of termination of the contract by the Advisor not attributable to the Authority, the Authority will forfeit the performance security of the Advisor.
- 9.11 JIIDCO Ltd reserves the right to add similar projects and delete similar projects at its discretion.
- 9.12 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal.
- 9.13 Bidder 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 Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.

## 10. **Liquidated demurrage and penalties.**

### 10.1 **Liquidated demurrage**

10.1.1. Liquidated demurrage for error/variation In case any error or variation is detected in the reports submitted by the TA and such error or variation is the result of negligence or lack of due diligence on the part of the TA, the consequential damages thereof shall be quantified by the JIIDCO Ltd in a reasonable manner and recovered from the TA by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.

10.1.2. **Encashment and appropriation of Performance Security** The JIIDCO Ltd shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the TA in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 10

10.1.3. **Penalty for deficiency in Services** In addition to the liquidated damages not amounting to penalty, as specified in Clause 10.1.1, warning may be issued to the TA for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the JIIDCO Ltd, civil, criminal and other penal actions including debarring for a specified period may also be initiated as per policy of the JIIDCO Ltd and blacklist the agency for all future projects.

## 11. Conflict of interest

11.1.1. The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

11.1.2. Consultant and Affiliates not be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction therein shall not apply after a period of three years from the completion of this assignment or to consulting assignments granted by banks / lenders at any time; provided further that this restriction shall not apply to consultancy / advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy / advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the firm of the Consultant or a person who holds more than 5% (five percent) of the subscribed and paid up share capital of the Consultant, as the case may be & any associate thereof.

### 11.1.3. Prohibition of conflicting activities

Neither the Consultant nor its Sub-consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) During the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement
- (b) After the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) At any time, such other activities as have been specified in the RFP as Conflict of Interest.

### 11.1.4 Consultant not to benefit from commissions, discounts etc.

The remuneration of the Consultant pursuant to this RFP hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and

agents of either of them, similarly shall not receive any such additional remuneration.

11.1.5. The Consultant and its Personnel shall observe the highest standard of ethics and should not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, if it determines that the Consultant has directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

11.1.6. Without prejudice to the rights of the Authority under Clause above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 3 (three) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

11.1.7. The following terms shall have the meaning hereinafter respectively assigned to them:

- a. "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser to the Authority in relation to any matter concerning the Project.

- b. "fraudulent practice" means a misrepresentation or omission of facts or suppression 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 person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- d. "undesirable practice" means
  - (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
  - (ii) Having a Conflict of Interest; and
- e. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

**11.1.8. Disclosure obligation**

Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Authority, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract.

**11.1.9. Agency or employees of the Authority**

No agency or current employees of the Authority shall work as Bidders under their own Ministries, departments or agencies. Recruiting former Government employees of the Authority to work for their former Ministries, Departments or Agencies is acceptable provided no conflict of interest exists. When the Bidder nominates any Government employee as Personnel in their Technical Proposal, such Personnel must have written certification from their Government or Authority confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Authority by the Bidder as part of his Technical Proposal.

**11.1.10. Unfair advantage:**

If Bidders could derive a competitive advantage from having provided advisory services related to the assignment in question, the Authority shall make available to all Bidders together with this RFP all information that would in that respect give such Bidder any competitive advantage over competing Bidders.

## 12. Technical Proposal: Standard Forms

### Appendix-A

#### Covering Letter (On the Letterhead of the Bidder)

From:.....  
.....  
.....

To  
Managing Director  
JIIDCO,  
Namkum Industrial Estate,  
Ranchi 834010 Jharkhand.

**Subject: Proposal for the Selection of Transaction Advisor for Export oriented Infrastructure projects in Jharkhand under TIES Scheme of Ministry of Commerce and Industry, Govt. of India.**

Dear Sir,

Being duly authorised to represent and act on behalf of ..... (herein after referred to as "the Bidder "), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of \_\_\_\_\_ (Name of Bidder ) for the captioned

Project with the details as per the requirements of the RFP, for your evaluation.  
We confirm that our Proposal is valid for a period of 180 days from the Bid Due Date.

2. It is hereby agreed confirmed that –

a. that notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal, we hereby represent and confirm that our Proposal is unconditional in all respects and we agree to the terms of the proposed Agreement, a draft of which also forms a part of the RFP document provided to us.

b. that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

Yours faithfully,

For and on behalf of (Name of Bidder)

Duly signed by the Authorised Signatory of the Bidder

**(Name, Title and Address of the Authorised Signatory) Seal of the bidder.**

## **Appendix-B**

### **Details of Bidder (On the Letter Head of the Bidder)**

1. Details:

(a) Name of Bidder

(b) Address of the registered and corporate office(s)

(c) Date of incorporation and/or commencement of business

(d) Company Registration no.

(e) Company Phone/fax Number

(f) Email Add:

2. Details of individual(s) who will serve as the point of contact / communication for JIIDCO with the Bidder:

i. Name:

ii. Designation:

iii. Company/Firm:

iv. Address:

v. Telephone number:

vi. E-mail address:

vii. Fax number:

viii. Mobile number:

**Note:**



Notarised copies of following documents to be enclosed:

i. PAN

ii. Certificate of incorporation and commencement of business OR certificate of registration

## Appendix C

### POWER OF ATTORNEY

**(On Stamp paper of relevant value duly notarised)**

Know all men by these presents, we..... (Name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms..... (Name and residential address) 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 selection of consultant for Infrastructure as Transaction Advisor for projects under TIES scheme to be undertaken Jharkhand including signing and submission of all documents and providing information/responses to JIDCO in all matters in connection with our Proposal for the said Assignment.

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.

Accepted  
\_\_\_\_\_ Signature)

Dated this the \_\_\_\_ Day of \_\_\_\_ 2018  
For \_\_\_\_\_

(Name, Title and Address of the Attorney)  
person(s)

(Name and designation of the

Date: ..... signing on behalf of the Bidder)

**(Note):**

- a. 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 executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Copy of such document should be submitted along with the power of Attorney.

- b. Also, wherever required, the Bidder 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 Applica

### Appendix-D1

**Format for providing Technical Experience for services provided by the firm (in not more than 2 pages for each project, in the given tabular format only)**

1.	Project Name and Location	
2.	Name and address of client organisation.	
3.	Brief Description of Project / assignment:	
4.	Brief Description of Actual Services provided:	
5.	Professional Staff Provided by the firm No. of Person & Project duration.	
6.	Name of Associated Firm(s) if any	
7.	Professional Staff provided by each of Associated Firm(s) a. Name of Associated Firm(s) b. No. of Person Months:	
8.	Date of – a. commencement of advisory services b. completion of advisory services	
9.	Project Cost (excluding the cost of land): (not applicable for policy advisory services)	
10.	Present status of the assignment	

Signature of the Authorized Signatory

Seal of the firm

## Appendix D2

**Format for providing financial details for services provided by the firm for the project experiences submitted.**

1.	Project Name and Location	
2.	Name and address Client organisation.	
3.	Brief Description of Project / assignment:	
4.	Total Project Cost in INR	
5.	Value of Services in Indian Rupees:	

Signature of the Authorized Signatory  
Seal of the firm

This is to certify that the above information has been examined by us on the basis of relevant documents & other relevant information and the information submitted above is as per record and as per details of documents annexed herewith.

Signature, Address,

Seal & Membership No. of Chartered Accountant

## Methodology Statement and Approach

## Appendix-E

(Not more than 2 pages)

## Appendix-F

**Qualifications and competence of the team of personnel to be deployed  
(In tabular form only)**

<b>Description</b>	<b>Minimum Qualification</b>	<b>Total Experience in Years</b>	<b>Minimum experience in PPP Transaction Advisory Services</b>	<b>No of successfully completed similar projects in PPP mode.</b>

Note:

1. In support of the experience in PPP Transaction advisor & successful projects please give the details of the projects indicating location, cost, role in the project and others of each

personnel in separate sheets duly self-attested and signed by the Authorised Signatory.

2. Please attach the curriculum vitae of the above personnel, duly signed by the personnel and by the Authorised Signatory.

## Appendix-G

### Financial Capacity

The information regarding the turnover of Bidder in Transaction advisory/consultancy services in Last three years FY-2014-15 to 2016-17 should be provided in the format below:

Financial year ended in	Turnover in crores of INR	Professional Fee received in crores of INR
March 2015		
March 2016		
March 2017		
Average		

Signature of the Authorized Signatory

This is to certify that the above information has been examined by us on the basis of relevant documents & other relevant information and the information submitted above is as per record and as per details of documents annexed herewith.

Signature, Address,

Seal & Membership

No. of Chartered Accountant

## Appendix-H

### Format for Financial Proposal (On the letterhead of the Bidder)

[Location, Date]

FROM: [Name of Consultant]

.....  
.....  
.....  
.....

To

**Managing Director**

Jharkhand Industrial Infrastructure Development Corporation Ltd

Government of Jharkhand Undertaking

3<sup>rd</sup> Floor, RIADA Building,

Namkum Industrial Area,

Lowadih

Ranchi- 834010.

Jharkhand

Email: [jiidcoltd@gmail.com](mailto:jiidcoltd@gmail.com); jhr.doi@nic.in

Dear Sir,

**Sub: Selection of Transaction Advisor for development of projects under TIES schemes by Jharkhand Industrial Infrastructure Development Corporation Ltd, Ranchi**

We, the undersigned, having gone through this RFP document and Draft Consultancy Agreement and having fully understood the scope of services, as set out in this RFP document, offer to provide the consulting services for the above in accordance with your RFP. Our Financial Proposal for all projects is as below:

**Professional Fee:**

<b>Total Professional Fee (INR)</b>	
<b>In Figures</b>	
<b>In Words</b>	

- a. The above fee includes all travel, lodging and other out of pocket expenses, no additional out of pocket expenses would be paid during the engagement
- b. The above excludes any applicable taxes.

We also understand that Laptop, Computer, Printer etc. will be provided by the appointed Transaction Advisor

We understand that Income Tax shall be deducted at source as per applicable laws

We understand that in case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.

We undertake that in competing for and, if the award is made to us, in executing the above consultancy services, we will strongly observe the laws against fraud and corruption to force in India namely "Prevention of Corruption Act 1988" We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Seal of Firm:

Address

**Contract Agreement**

**Between**  
**Managing Director,**  
**Jharkhand Industrial and Infrastructure Development Corporation**  
**(JIIDCO)**  
**RIADA Building, Namkum Industrial Area**  
**Lowadih, Namkum, Ranchi - 834001**  
**Jharkhand, India**

**AND**

**Name of the Company**  
**& Address.**

**Dated:** \_\_ .....2018

This CONTRACT (hereinafter called the "Contract") executed on \_\_ day of the month of ....., 2018, between Managing Director, Jharkhand Industrial and Infrastructure Development Corporation (JIIDCO), Government of Jharkhand (hereinafter called the "Client") and .....(Hereinafter called the "Consultant").

WHEREAS:

- (a) The Client has requested the Consultant to provide services as per the scope of work mentioned in the Request for Proposal (RFP) document for proposed Three Projects to be developed under TIES scheme of GoI on PPP framework at different locations in Jharkhand as defined and described in this Contract (herein after called the "Services")
- (b) The Consultant, having presented to the Client that it has the qualified professional skills, expertise, has agreed to provide the Services on terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:



- a) Request for Proposal Document issued by Client (Annexure A)
- b) Clarification to pre-bid queries issued by Client (Annexure B)
- c) Copy of Letter of Award issued by Client if any (Annexure C)

In the event of any inconsistency between the documents, the following order of precedence shall prevail: A - Copy of Letter of Award issued by Client, B - Clarification to pre-bid queries, C- Request for Proposal Document.

- 2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in this Contract, in particular:
  - a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - a. The Client shall make payments to the Consultant in accordance with the provisions of the Contract.
  - b. The work shall commence from date of this Contract.
  - c. The Consultant shall submit the Reports as per RFP clauses.
  - d. The Consultant shall depute one resource at Client office from ....., 2018
  - e. The CONTRACT is valid till .....and can be extended as per the provisions of Request for Proposal Document.
- 3. *Notwithstanding, anything to the contrary, the aggregate maximum liability of the TA shall not exceed the fees paid/ payable by the client under this contract*

**FOR AND ON BEHALF OF THE CLIENT**

**Mr K. Ravi Kumar, IAS**  
**Managing Director,**  
**Jharkhand Industrial and Infrastructure Development Corporation**  
**(JIIDCO)**  
RIADA Building, Namkum Industrial Area  
Lowadih, Namkum, Ranchi - 834001  
Jharkhand, India

**FOR AND ON BEHALF OF THE CONSULTANT**

Name of the Authorised Person  
Name & details of the company

Witness 1

Witness 2

## APPENDIX: J

### Bank Guarantee for Performance Security

**To,  
Managing Director,  
JIIDCO,  
Ranchi.**

In consideration of ..... acting on behalf of the Jharkhand Industrial Infrastructure Development Corporation Ltd (hereinafter referred as the JIIDCO Ltd, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s. ....,

Having its office at ..... (Herein after referred as the "Transaction Advisor" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns),  
vide the [JIIDCO Ltd]'s Agreement no. .... dated ..... Valued at Rs. .... (Rupees .....), (hereinafter referred to as the "Agreement")  
Transaction Advisory Services for Projects on PPP basis and the Transaction Advisor having agreed to furnish a Bank Guarantee amounting to Rs. .... (Rupees .....) to the [JIIDCO Ltd] for performance of the said Agreement.

- ii. We, ..... (hereinafter referred to as the "Bank") at the request of the Transaction Advisor do hereby undertake to pay to the [JIIDCO Ltd] an amount not exceeding Rs. .... (Rupees .....) against any loss or damage caused to or suffered or would be caused to or suffered by the [JIIDCO Ltd] by reason of any breach by the said Transaction Advisor of any of the terms or conditions contained in the said Agreement.
- iii. We, ..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the [JIIDCO Ltd] stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the [JIIDCO Ltd] by reason of breach by the said Transaction Advisor of any of the terms or conditions contained in the said Agreement or by reason of the Transaction Advisor's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees .....).
- iv. We, ..... (indicate the name of Bank) undertake to pay to the [JIIDCO Ltd] any money so demanded notwithstanding any dispute or disputes raised by the Transaction Advisor in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Transaction Advisor shall have no claim against us for making such payment.

- v. We, ..... (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the [JIIDCO Ltd] under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the [JIIDCO Ltd] certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Transaction Advisor and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.
- vi. We, ..... (indicate the name of Bank) further agree with the [JIIDCO Ltd] that the [JIIDCO Ltd] shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Transaction Advisor from time to time or to postpone for any time or from time to time any of the powers exercisable by the [JIIDCO Ltd] against the said Transaction Advisor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Transaction Advisor or for any forbearance, act or omission on the part of the [JIIDCO Ltd] or any indulgence by the [JIIDCO Ltd] to the said Transaction Advisor or any such matter or thing whatsoever which under the law relating to sure TIES would, but for this provision, have the effect of so relieving us.
- vii. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Transaction Advisor(s).
- viii. We, ..... (Indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the [JIIDCO Ltd] in writing.
- ix. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. \*\*\* crore (Rupees \*\*\*\*\* crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the [JIIDCO Ltd] serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [\*\*\* (indicate date falling 180 days after the date of this Guarantee)].

For.....

Name of Bank: Seal of the Bank:

Dated, the ..... day of ....., 20

(Signature, name and designation of the authorised signatory)

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch