Request for Proposal (RFP) Document

Empanelment of Transaction Advisors by

Finance Department, Government of Haryana

for

Public Private Partnership (PPP) Projects

August, 2016

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DISCLAIMER

The information contained in this Request for Proposal (RFP) document or subsequently provided to the Transaction Advisors ("Transaction Advisors"), whether verbally or in documentary form by or on behalf of Finance Department, Government of Haryana (GoH) [hereinafter referred to as "Client"] through any of its employees, is provided to the Transaction Advisors 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 Transaction Advisors with information to assist the formulation of their Proposal submission. This RFP document does not purport to contain all the information each Transaction Advisor may require. This RFP document may not be appropriate for all persons and it is not possible for Client and its employees to consider the objectives, financial situation and particular needs of each Transaction Advisor. Client and its employees 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 document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP document and any assessment, assumption, statement or information contained therein or any matter deemed to form part of this RFP document, the award of the Proposal and any other information supplied by or on behalf of Client or their employees arising in any way from the Proposal process. Client may at 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 document and the information available at the contact addresses given in Project Data Sheet.

This RFP document 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 Proposal process in accordance with this RFP document, the information contained in the RFP document shall not be divulged to any other party. The information contained in the RFP document must be kept confidential.

Mere submission of a responsive Proposal does not ensure selection of the Transaction Advisor as Successful Transaction Advisor(s). The Client reserves the right to reject all or any of the Transaction Advisors or Proposals 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 document, at any time without assigning any reason or providing any notice and without accepting any liability for the same.

1. INVITATION FOR PROPOSALS

1.1 Introduction

1.1.1 Finance Department, Government of Haryana (GoH) [hereinafter referred to as "Client"] intends to create a panel of 10 (ten) Transaction Advisors under various infrastructure sectors, through open competitive bidding process. The Client reserves the right to decide upon the number of Transaction Advisors to be empanelled in each infrastructure sector.

1.1.2 This Request for Proposal (RFP) is for the Empanelment of Transaction Advisors on Finance Department, GoH's panel for undertaking projects under Public Private Partnership (PPP) format (hereinafter referred as the "Project"). Services of the empanelled Transaction Advisor may be utilized by all the Administrative Departments of the State Government & their constituents including Boards/Corporations/Municipal Corporations/ etc. Pursuant to the Proposal, services of the Transaction Advisors may be availed by the various State Government Departments by issuing project specific Terms of References (ToR) and requesting project specific financial bid. The ToR can include project specific requirements of Technical/financial/legal professionals.

1.1.3 A "Single Stage" bidding process is being followed for determining the Successful Transaction Advisors, wherein the Transaction Advisors would submit their Proposals on/before the Proposal Due Date as mentioned in the Proposal Data Sheet. The Transaction Advisors shall submit the detailed Technical Proposals for the Proposal on the Client's panel as set out in this RFP document.

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

1.1.5 A level of service, as specified in this RFP document would be maintained, during the Proposal period, by the successful Transaction Advisors.

1.1.6 Transaction Advisors would be required to submit Technical Proposals as per formats given in Appendix 1 to 8 of this RFP 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 Proposal criteria mentioned in Clause 3 of the RFP Document and accordingly, the ranking of the Transaction Advisors shall be carried out.

1.1.7 The complete 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.

2. BACKGROUND

2.1 Introduction

Govt. of Haryana envisages private sector participation across various infrastructure sectors for overall economic and social development of the State of Haryana. Finance Department Government of Haryana is responsible for facilitating development and implementation of infrastructure projects in the identified sectors under Public Private Partnership (PPP) format.

2.2 Objective

The Client envisages the creation of panel to engage project preparation and transaction support consultants, having skills and experience to provide commercial, financial and legal services in support of PPP project preparation and transactions, for assignments which shall include but not limited to (i) carry out pre-feasibility studies; (ii) conduct project feasibility studies, assess PPP options; (iii) conduct financial analysis and modelling, and project structuring; (iv) prepare bidding documents and draft contracts; (v) carry out the bidding process until signing of the contract with the prospective private sector proponent or concessionaire and (vi) provide advisory services until the financial close of the project or as specified in the project specific Terms of Reference (ToR).

The panel of the Transaction Advisors, to be selected, shall assist the State Government and its various Departments, Public Infrastructure Agencies, Boards, Corporations in identification, development and implementation of projects, in the infrastructure sectors as specified in Clause 2.3, on Public Private Partnership (PPP) mode, with the requisite speed and quality by providing requisite technical, financial and legal advisory services.

2.3 Identified Sectors for Transaction Advisors

Transaction Advisors having requisite Technical Capacities shall be empanelled for undertaking PPP projects in the following sectors:-

1. Healthcare
2. Education & Skill Development
3. Tourism
4. Roads & Highways
5. Water/ Sanitation
6. Urban transport

2.4 Request for Proposal (RFP)

The Client invites Proposals (the "**Proposals**") for selection of 10 (ten) Transaction Advisors (the "**Transaction Advisor**") to be empanelled on the panel of State Government to carry out various assignments assigned and agreed upon by State Government Departments/ Public Infrastructure Agencies / Boards/Corporations/MCs/ etc. over a period of time. The Client intends to select the Transaction Advisor in accordance with the procedure set out herein. The RFP document can be downloaded from www.finhry.gov.in

2.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date, or any extensions thereof as specified by the Client from time to time.

2.6 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 3.1.3. Based on this technical evaluation, a panel of short-listed Transaction Advisors shall be prepared. The ranking of the bidders shall be done on the basis of maximum number of projects and 10 (ten) Transaction Advisors shall be empanelled on the panel of the Finance Department, GoH (the "Successful Transaction Advisors"). The Client reserves the right to reduce or increase the number of Transaction Advisors to be empanelled.

2.7 Scope of Work

Brief of scope of work to be carried out by the empanelled Transaction Advisors has been provided in Clause 9 of the RFP document. However, pursuant to Proposal, the services of the Transaction Advisors may be availed by the various State Government Departments by issuing project specific Terms of Reference (ToR) and requesting project specific financial bid. The ToR can include project specific requirements of Technical/financial/legal professionals.

2.8 Payment

All payments to the Transaction Advisor(s) shall be made in INR in accordance with the fee quoted by them and agreed upon between the respective State Government Department/Public Infrastructure Agency/Board/Corporation/Municipal Corporation etc., and the Transaction Advisor(s), during the currency of the Proposal. The Transaction Advisor(s) may convert Rupees into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Transaction Advisor.

2.9 Schedule of Selection Process

Finance Department, GoH would endeavour to adhere to the schedule as mentioned in the Proposal Data Sheet.

2.10 Communications

The Proposal and any clarifications (as sought by the Client) should be addressed to the appropriate officials mentioned in the Project Data Sheet. The relevant information and documents related to the Proposal process like RFP, notices regarding bidding process, etc. shall be uploaded on **www.finhry.gov.in** for information and downloading.

3. Evaluation and Proposal

3.1 Proposal / Evaluation Criteria

Finance Department, GoH intends to create a panel of 10 (ten) Transaction Advisors for the infrastructure sectors specified in Clause 2.3. The Transaction Advisors shall be required to fulfil the following criteria, in order to be empanelled:

3.1.1.a Processing Fee

Processing Fee of INR 10,000/- (Ten Thousand only) is to be deposited in the bank account of Haryana State Roads & Bridges Development Corporation as mentioned in the Proposal Data Sheet. Proposals received without processing fee shall be summarily rejected.

3.1.1.b Proposal Security

The Transaction Advisor shall deposit an amount of Rs. 1.00 Lakh (Rupees One lakh only) as proposal security in the bank account of Haryana State Roads & Bridges Development Corporation as mentioned in the Proposal Data Sheet. The proposal security should be valid for a period of 120 days, however, shall be extended by the bidder, as desired by the client. The proposal security of the unsuccessful bidders shall be returned within a period of 30 days from the notification of the empanelled Transaction Advisors.

3.1.2 Minimum Eligibility Criteria

(a) Applicant

Applicant must be a legal entity under the Companies Act and in prior existence for at least 10 (ten) years before the date of issuance of this RFP document.

No Joint Venture/Consortium is allowed.

(b) Financial Capacity

The applicant shall have an average annual turnover of not less than Rs. 20 (twenty) crore from professional fees in the 5 (five) financial years i.e. 2010-11 to 2014-15. For the F.Y. 2015-16, Provisional Certificate duly certified by Chartered Accountant shall be accepted.

Note: Turnover certificates should be duly certified by the statutory auditor or by a Chartered Accountant.

(c) Transaction Advisory Experience

The applicant shall have completed Transaction Advisory service in 10 (Ten) projects under Core Infrastructure Sectors (core sector would be deemed to include power, roads and bridges, telecom, airports, railways, metro rail, industrial Park/estates, logistic parks, irrigation, water supply sewerage and housing) or Social Infrastructure Sectors (including health and education) or both in the last 5 (five) years, with any Central/State Government / Government Agencies in India, as its Client.

Note: In support of the claim, the applicant has to submit the certificate of completion of the activities duly certified and verified by the Authorised Signatory of the bidder, in the prescribed format attached at Appendix 7.

(d) Human Resource

Preceding the proposal due date**,** the applicant must have 30 (thirty) full time professional staff including technical, financial and legal professionals providing transaction advisory services.

Note-1:
Human Resource (Professional Personnel) details to be certified & verified by the Chief Executive Officer or his authorized officer or Human Resources Head and counter certified by the Authorised Signatory of the bidder.

Note-2:
In case, legal advisory services are being done through outsourcing, then the Transaction Advisor shall provide details of the outsourced agency/firm alongwith copy of agreement with the said firm/agency.

(e) Non Blacklisting/Debarment

The applicant should not be debarred / blacklisted by the any of its client in the last 5 (five) years and an undertaking in this regard shall be submitted by the applicant with the proposal in the prescribed format.

3.1.3 Criteria & Scoring Pattern for Proposal

Bids of the applicants who have passed the minimum eligibility criteria as mentioned in clause 3.1.1 and 3.1.2 shall be further considered for evaluation as mentioned below:

Maximum Number of Projects

The proposals of the Transaction Advisors shall be ranked according to the number of PPP projects handled by them, wherein their scope of the advisory services includes the process of (i) project structuring (ii) financial advisory services (iii) legal advisory services (Legal advisory services shall include preparation of concession agreements and other legal documents of the projects including their vetting, etc.) and (iv) bid process management, as a whole or any or more of the services. Each of the four activities shall carry a weightage of 0.25 marks.

Preference will be given to agencies that have completed PPP projects in Social Infrastructure Sectors.

The Transaction Advisor scoring the maximum marks shall be given 100 marks. Other Transaction Advisors shall be scored relatively.

Note: In support of the claim, the applicant has to submit the certificate of completion of the activities duly signed by the authorised signatory of the bidder, in the prescribed format attached.

3.2 Conflict of Interest

Finance Department, GoH requires that Transaction Advisor(s) provide professional services 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, Transaction Advisors, 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.

3.3 Number of Proposals

A Transaction Advisor is eligible to submit only one Proposal.

3.4 Cost of Proposal

The Transaction Advisor 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.

3.5 Acknowledgement by Transaction Advisor

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

(a) made a complete and careful examination of the RFP document;
(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 document 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.

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

3.6 Right to reject any or all Proposals

Notwithstanding anything contained in this RFP document, the Finance Department, GoH 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. Further, the Client reserves the right to reduce the number of Transaction Advisors to be empanelled.

3.6.1 The Govt. of Haryana reserves the right to reject any Proposal if:

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

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

3.7 Amendment of RFP document

3.7.1 At any time prior to the deadline for submission of Proposal, the Finance Department, GoH may, for any reason, at its own initiative, modify the RFP document by the issuance of Addendum/ Amendment.
3.7.2 All such addendums/amendments will be posted on the website along with the revised RFP document containing the amendments and will be binding on all Transaction Advisors.
3.7.3 In order to afford the Transaction Advisors 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.

3.8 Language

The Proposal and all related correspondence and documents shall be written in English language. If any supporting document attached to the Proposal is in any other language, the same will be supported by an English translation (duly authenticated/ attested from Indian Embassy in respective countries) and in case of any ambiguity the translation, original as translated by Finance Department, GoH) shall prevail.

3.9 Format and signing of Proposal

3.9.1 The interested Transaction Advisor(s) shall provide all the information sought under this RFP document. The Client would evaluate only those Proposals that are received in the specified forms and are complete in all respects.

3.9.2 The interested Transaction Advisor(s) 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".

3.9.3 The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Transaction Advisor who shall initial each page, in blue/ black ink. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by a duly authorised person holding the Power of Attorney (the "Authorised Representative"), in case of a Limited Company or a Corporation. A copy of the Power of Attorney certified under the hands of a partner or Director of the Transaction Advisor or a notary public on the specified form, shall accompany the Proposal.

3.9.4 Transaction Advisors should note the Proposal Due Date, as specified in Proposal Data Sheet, for submission of Proposals. Transaction Advisors 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. Transaction Advisors 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.

3.10 Technical Proposal

3.10.1 Transaction Advisors shall submit the technical proposal in the formats attached in the RFP document.

3.10.2 Failure to comply with the requirements spelt out in this Clause shall make the Proposal liable to be rejected. If a Transaction Advisor 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 Memorandum of Agreement, the Transaction Advisor shall be debarred from participation in any future Project of the Client for a period of two years. The Proposal of the Transaction Advisor may also be liable to cancellation in such an event.

3.10.3 The Client reserves the right to verify all statements, information and documents, submitted by the Transaction Advisor in response to the RFP document. Failure of the Client to undertake such verification shall not relieve the Transaction Advisor of its obligations or liabilities hereunder nor will it affect any rights of the Client there under.

3.10.4 In case it is found during the evaluation or at any time before Proposal or after its execution and during the period of subsistence thereof, that the Transaction Advisor(s) has made a material misrepresentation or has given any materially incorrect or false information, the Transaction Advisor(s) shall be disqualified forthwith, if not yet appointed for Proposal as the Transaction Advisor(s) either by issue of the Letter of Proposal and if the Transaction Advisor has already been issued the letter of Proposal, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP document, be liable to be terminated, by a communication in writing by the Client, without the Client being liable in any manner, whatsoever, to the Transaction Advisor(s), as the case may be.

3.11 Submission of Proposals

3.11.1 Sealing and Marking of Proposal

The Transaction Advisors shall prepare and submit:

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

Envelope –"Technical Proposal"': TECHNICAL PROPOSAL for "Selection of Transaction Advisors for Proposal"

Contents of Envelope-"Technical Proposal" shall be as follows:

(Technical Proposal in Original)

Appendix 1:	Covering Letter along with processing fee of Rs.10,000/-(Rupees Ten Thousand only) & proposal security of Rs. 1 (one) lakh
Appendix 2:	Power of Attorney for Authorized Signatory
Appendix 3:	Letter of Undertaking
Appendix 4:	General Information on the Bidder / Bidders
Appendix 5:	Minimum Eligibility Data Sheet
Appendix 6:	Minimum Eligibility Experience Data Sheet
Appendix 7:	Transaction Advisory Experience Certificate Format
Appendix 8:	Project Data Sheet for Evaluation & Scoring

The envelope shall indicate the complete name, address, telephone numbers (with city code) and facsimile number of the Transaction Advisor(s).Envelope containing the Proposal shall be addressed to the Client as mentioned in the Proposal Data Sheet.

Note:

(i) The applicant has to provide soft copy (PDF version) of the whole bid submitted.

(ii) The applicant has to separately provide the soft copy (editable version) of the Experience sheets (Appendix 5), which can be used by the Client for its evaluation purpose. However, the information provided in the hard form shall prevail upon the information provided in soft copy.

3.12 Proposal Due Date

3.12.1 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 document.

3.12.2 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 Transaction Advisors.

3.13 Late Proposals:

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

4. EVALUATION PROCESS

4.1 Evaluation of Proposals

4.1.1 The Client shall open the Proposals at a time, date and venue specified in the Proposal Data Sheet and in the presence of the Transaction Advisors who choose to attend. The envelopes marked "Technical Proposal" shall be opened.

4.1.2 Proposals for which a notice of withdrawal has been submitted in accordance with the provisions of the RFP document shall not be opened.

4.1.3 Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RFP.

4.1.4 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.

4.1.5 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.

4.1.6 After the technical evaluation, the Client would prepare a list of shortlisted Transaction Advisors. List of Shortlisted Transaction Advisors shall be uploaded on Finance Department's website i.e.www.finhry.gov.in

4.1.7 Transaction Advisors are advised that Selection will be entirely at the discretion of the Client. Transaction Advisors 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.

4.1.8 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 Transaction Advisors if the Consultancy is subsequently awarded to it.

4.2 Confidentiality:

Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. Finance Department, GoH will treat all information submitted as part of all Proposals in confidence and will insist that all who have access to such material treat it in confidence. The Client will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure or due to statutory compliances.

4.3 Clarifications

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

4.3.2 If a Transaction Advisor does not provide clarifications sought under Sub-Clause 4.3.1 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 Transaction Advisor shall be barred from subsequently questioning such interpretation of the Client.

4.4 Award of Proposal

After selection, an Award Letter /Letter of Proposal shall be issued, in duplicate, by the Client to the Selected Transaction Advisors and the Selected Transaction Advisor(s) shall, within 15 (fifteen) days of the receipt of the Award Letter, sign and return the duplicate copy of the Award Letter in acknowledgement thereof. In the event the duplicate copy of the Award Letter duly signed by the any of the Selected Transaction Advisor is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, cancel the Award Letter/ /Letter of Proposal issued to it.

5. FRAUD AND CORRUPT PRACTICES

5.1 The Transaction Advisors and their respective officers, employees, agents and advisers and consortium members 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 Transaction Advisors, if it determines that the Transaction Advisors 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, then the Client shall disqualify the Transaction Advisor from this Selection Process.

5.2 Without prejudice to the rights of the Client under Clause 5.1 hereinabove and the rights and remedies which the Client may have under the Award Letter or the Memorandum of Agreement, if a Transaction Advisor(s) 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 Award Letter or the execution of the Memorandum of Agreement, such Transaction Advisors shall not be eligible to participate in any tender or RFP document issued by the Client / all State Govt. Departments/ Boards/ Corporations/ MCs/Public Infrastructure Agencies, etc. for a period of 2 (two) years from the date on which such Transaction Advisor is found 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.

5. 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 Award Letter 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 Award Letter 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 Award Letter or the Agreement, who at any time has been or is a legal, financial or technical Transaction Advisor/ 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.

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 Transaction Advisor 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 Transaction Advisor; 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 Transaction Advisor.

6.3 It shall be deemed that by submitting the Proposal, the Transaction Advisor 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.

7. Dispute Resolution

For empanelment of Transaction Advisors, the decision of Finance Department, Haryana will be final. Dispute resolution in respect of specific projects will be in accordance with ToR to be issued by the mandating authorities.

8. PROPOSAL DATA SHEET

<table>
<tr><td>Name of the Project</td><td>“Selection of Transaction Advisor for Empanelment on Finance Department, GoH Panel”</td></tr>
<tr><td>Name of the Client</td><td>Finance Department, Govt. of Haryana</td></tr>
<tr><td>Name and Address for submission of Proposals</td><td>The Member Secretary,
Haryana Bureau of Public Enterprises,
Finance Department, Room No.49, 7th Floor,
Haryana Civil Secretariat, Sector 1,
Chandigarh.</td></tr>
<tr><td>Name and Address for Correspondence with the Client</td><td>The Member Secretary,
Haryana Bureau of Public Enterprises,
Finance Department, Room No.49, 7th Floor,
Haryana Civil Secretariat, Sector 1,
Chandigarh.</td></tr>
<tr><td>Processing Fee</td><td rowspan="2">Haryana State Roads & Bridges Development Corporation has been designated as the Nodal Agency on behalf of the Finance Department for receipt of Processing Fee of Rs. 10,000/- and an amount of Rs. 1.00 lac as proposal security. The bidders are requested to remit the said amounts in the following Account No. of the Corporation:
<table>
<tr><th>Sr. No</th><th>Particulars</th><th>Detail</th></tr>
<tr><td>1.</td><td>Name of Account</td><td>Managing Director, HSRDC, Panchkula</td></tr>
<tr><td>2.</td><td>Bank Name</td><td>Kotak Mahindra Bank, Sector-9, Panchkula</td></tr>
<tr><td>3.</td><td>Account Number</td><td>8211131858</td></tr>
<tr><td>4.</td><td>IFSC Code</td><td>KKBK0000283</td></tr>
</table></td></tr>
<tr><td>Proposal Security</td></tr>
<tr><td>Period of Proposal Validity</td><td>120 days from Proposal Due Date or any extension thereof, sought by the Client.</td></tr>
<tr><td>Bidding Parameter</td><td>The Transaction Advisor scoring the maximum marks in the evaluation of Technical Proposal submitted according to the formulae mentioned in RFP document.</td></tr>
<tr><td>Proposal Due Date</td><td>The Proposal Due Date is 26th August, 2016 till 1500 hours.</td></tr>
<tr><td>Opening of Proposals</td><td>26th August, 2016 at 1600 hours in the office of the Member Secretary, Haryana Bureau of Public Enterprises, Finance Department.</td></tr>
<tr><td>Issue of Letter of Award/ Empanelment (Award Letter)</td><td>Within 15 days from the date of Declaration of Empanelment List or any extension specified by Client, subject to approval by the competent authority of the Client/ Government of Haryana.</td></tr>
<tr><td>Telephone No.</td><td>+91 172 2740917
Fax : +91 172 2740526</td></tr>
<tr><td>Website</td><td>www.finhry.gov.in</td></tr>
</table>

9. TERMS OF REFERENCE (ToR)

I. Role of Transaction Advisor

The Transaction Advisor shall:

i. Provide commercial, financial and legal services in support of PPP project preparation and transactions, which shall include but not limited to (i) carry out pre-feasibility studies; (ii) conduct project feasibility studies, assess PPP options, (iii) carry out Value for Money (VfM) analysis (iv) conduct financial analysis and modeling, and project structuring; (v) prepare bidding documents and draft contracts; (vi) carry out the bidding process until signing of the contract with the prospective private sector proponent or concessionaire and (vii) provide advisory services until the financial close of the project or as & when required, etc. Project identification, development and implementation activities of various projects and would comprise activities (ii) to (x) below.

ii. Coordinate with State Government, Finance Department and various Administrative Departments/ Public Infrastructure Agencies of Government of Haryana in identification and development of projects in the infrastructure sectors concerning such Public Infrastructure Agencies.

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., subject to terms and condition of the project specific ToR.

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 the project mandating authority 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, however, subject to terms and conditions laid down by the mandating authority under the project specific Terms of Reference (ToR).

x. If desired by the Client or the respective Administrative Departments/Public Infrastructure Agency/ mandating authority, mobilize financial resources for the projects on behalf of the operator/ contractor/ State Government or a Special Purpose Vehicle established for the project. Terms and condition for this role of Transaction Advisor including scope of work, payment schedule, etc., shall be finalized separately on case to case basis by the mandating authority.

II. Performance Security

No Performance Security for empanelment. However, mandating Authorities, while issuing project specific ToR, shall ask for project specific Performance Security.

III. Allocation of Projects Amongst the Panel of Transaction Advisors

(i) For the allocation of projects, amongst the panel of transaction advisors, project specific terms of reference shall be prepared by respective mandating authority who will invite financial bids from atleast three Transaction Advisors from the empanelled list keeping in view their suitability for executing the projects. Mandating Authority shall carry out Cost Based Selection (CBS) i.e. on the basis of the laid down terms and conditions, the Transaction Advisors shall submit its financial proposal and the transaction advisor quoting the lowest financial quote i.e. L1 will be selected for the project. Fees will be released as per the payment schedule defined in the project specific Terms of Reference (ToR). Mandating Authority shall have the right to ask for Project Specific Sectoral Expert (s) and additional manpower/professionals.

(ii) However, it is being clarified here that in the project allocation process, the "First Right of Refusal" shall be given to the Transaction Advisor who has firstly identified the project and the proposal was preliminary /in-principally accepted by the Administrative Department or the mandating authority. However, if the difference in the financial bid of the Transaction Advisor who has identified the project and the L1 bidder is more than 15%, the project will be mandated to the L1 bidder. Proposal means a detailed concept note on project proposal.

(iii) In case of re-bidding of a particular project, the decision regarding terms and conditions for the project to be re-bid will be decided on case to case basis by the mandating authority, as the quantum of work under re-bidding will vary from project to project.

(iv) In case of projects requiring specialized expertise, the Finance Department may allow the Administrative Departments / Public Infrastructure Agencies / Boards/ Corporations/ MC's , etc. to invite offers for transaction advisory through QCBS method or through open competitive bidding from the Transaction Advisors other than those in the empanelled list.

IV. Technical Consultants

The respective project mandating authority may decide to engage external technical consultants having expertise/ specialization in various areas/ subjects and for carrying out the detailed feasibility studies, preparation of Detailed Project Report/s etc., which may be considered essential during the course of development and implementation of projects. The Transaction Adviser will assist the respective project mandating authority in selection and appointment of the External Technical Consultant(s). Project specific Technical Consultant/s, will be hired through open and competitive bidding process or through the Transaction Advisor.

In case, external consultants are hired through open competitive bidding process, then in pursuance of mutual decision taken under this provision, the respective project mandating authority shall enter into appropriate contractual arrangement with such consultants and directly make payments to such consultants. The respective project mandating authority shall not be under any obligation to route the payments of consultants through the Transaction Advisor and the respective project mandating authority shall be at liberty to follow its applicable rules and procedures for the selection of consultants.

V. Project Development Fees

The Project Development Fees shall be as per the financial proposal submitted by the Transaction Advisor for particular project (s) and as per payment schedule defined in the project specific ToR issued by the respective project mandating authority. Payments due to Transaction Advisor can be paid through Cheque/DD/Banker's cheque/ NEFT/RTGS, as agreed between the Transaction Advisor and the mandating authority.

VI. Deliverables

All the deliverables shall be the property of the mandating authority and shall be used by the mandating authority at its sole discretion. However, Transaction Advisor shall be responsible for all the information provided under the deliverables.

VII. Blacklisting / Debarring

The project mandating authority shall submit its detailed recommendations, as per the applicable norm/procedures of the State Government or the mandating Authority, for debarring / blacklisting of Transaction Advisor to the Finance Department, GoH. Subsequently, the blacklisting / debarment orders shall be issued by Finance Department, GoH to all the Administrative Departments/Public Infrastructure Agencies/Boards/Corporations/MCs, etc. for compliance and implementation.

VIII. Validity of the Panel

The Panel of Transaction Advisors shall be valid for a period of 3 (three) years which may be extended for further 2 (two) years on a year to year basis by the Finance Department.

10. TECHNICAl FORMATS

APPENDIX 1: COVERING LETTER

Ref. No. / Date:

To

The Member Secretary,
Haryana Bureau of Public Enterprises,
Finance Department, Room No.49, 7th Floor,
Haryana Civil Secretariat, Sector 1,
Chandigarh.

Subject: Selection of Transaction Advisor for Empanelment on Finance Department, GoH 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 Transaction Advisor for the same. The Proposal is unconditional and unqualified.
2. Processing Fee of Rs. 10,000/- (Rupees Ten Thousand only) has been deposited in the bank account of Haryana State Roads & Bridges Development Corporation.
3. Proposal Security of Rs. 1,00,000/- (Rupees One Lakh) has been deposited in the bank account of Haryana State Roads & Bridges Development Corporation.
4. All information provided in the Proposal is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
5. This statement is made for the express purpose of appointment as the Transaction Advisor for the aforesaid Project.
6. I/We shall make available to the Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
7. 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.
8. I/We certify that in the last 5 (five) years, I/we 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 Transaction Advisor, nor have been expelled from any project or contract nor have had any contract terminated for breach on our part.
9. 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 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 Transaction Advisor, I/We shall be liable to fulfil all the obligations enumerated in this RFP document.
10. 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 Transaction Advisor, without incurring any liability to the Transaction Advisors in accordance with the provisions of RFP document.
11. 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.
12. 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.

13. 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.
14. 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 PIDB, in connection with the selection of Transaction Advisor or in connection with the Selection Process itself in respect of the above mentioned Project.
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 120 (One hundred and twenty) 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. I/We have studied the RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the RFP, 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.
18. 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 Transaction Advisor)

APPENDIX 2: 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 executants (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.

APPENDIX 3: Letter of Undertaking

Date:

To

The Member Secretary,
Haryana Bureau of Public Enterprises,
Finance Department, Room No.49, 7th Floor,
Haryana Civil Secretariat, Sector 1,
Chandigarh.

Subject: Selection of Transaction Advisor for Empanelment on Finance Department, GoH Panel

We hereby agree and undertake as under:

(i) That, 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.

(ii) That if empanelled and for the specific project (s) mandated to us, we/our affiliates/ consortium members will not bid for the same project (s) and / or rate the proposed project (s).

We hereby represent and confirm that our proposal is unconditional.

Dated this……. Day of…….. 2016

Name of the Transaction Advisor

Signature of the Authorized Person

Name of the Authorized Person

APPENDIX 4 : General Information on the Bidder / Bidders

1. (a) Name :

   (b) Country of incorporation :

   (c) Address of the corporate headquarters and its branch office(s), if any, in India :

2. Details of individual(s) who will serve as the point of contact / communication for the Client within the Company:

   (a) Name :

   (b) Designation:

   (c) Company :

   (d) Address :

   (e) Telephone Number

   (f) Fax Number :

   (g) E-Mail Address :

Signed

(Name of the Authorised

Signatory) For and on behalf of

(Name of the

bidder)

Designation:

Place:

Date:

To be enclosed:

1. Documents certifying Bidder's legal status i.e. Certificate of incorporation / registration.
2. Latest brochures/ organization profiles, etc.

APPENDIX 5 : MINIMUM ELIGIBILITY DATA SHEET

Clause				Compliance Details by Applicant		
						Status of Compliance (Y for Yes and N for No)
3.1.1.a	**Processing Fee**	Rs. 10,000/- (Rupees Ten Thousand only)	Amount to be deposited in the bank account of Haryana State Roads & Bridges Development Corporation.	Details enclosed		
3.1.1.b	**Proposal Security**	Rs. 1,00,000/- (Rupees One lakh only)	Amount to be deposited in the bank account of Haryana State Roads & Bridges Development Corporation.	Details enclosed		
3.1.2	**(a) Applicant**	Applicant must be a legal entity under Companies Act 1956 and in prior existence before the date of issuance of this RFP document.	Certificate of Incorporation / Registration	**Details to be added**	Certified copy (ies) attached **at pages ..... to .....**	
3.1.2	**(b) Financial Capacity**	The applicant shall have an average annual turnover of not less than Rs. 20 (twenty) crore from professional fees in the 5 (five) financial years i.e. 2010-11 to 2014-15. For the F.Y. 2015-16, Provisional Certificate duly certified by Chartered Accountant shall be accepted.	Turnover certificates should be duly certified by the statutory auditor or by a Chartered Accountant		Certified copy (ies) attached at **pages... to....**	

3.1.2	**(c) Transaction Advisory Experience**	The applicant shall have completed Transaction Advisory service in 10 (Ten) projects under Core Infrastructure Sectors (core sector would be deemed to include power, roads and bridges, telecom, airports, railways, metro rail, industrial Park/estates, logistic parks, irrigation, water supply sewerage and housing) or Social Infrastructure Sectors (including health and education) or both in the last 5 (five) years, with any Central/State Government / Government Agencies in India, as its Client	In support of the claim, the applicant has to submit the certificate of completion of the activities duly signed by the authorised signatory of the bidder, in the prescribed format attached	**Details Provided in Appendix 6**	**Details in the prescribed format are at pages..... to .....**	

3.1.2	**(d)**	**Human Resource**	Preceding the proposal due date**,** the applicant must have 30 (thirty) full time professional staff including technical, financial and legal professionals providing transaction advisory services.	**Note-1:** Human Resource (Professional Personnel) details to be certified & verified by HR Department or his authorized officer or Human Resources Head and counter certified by the Authorised Signatory of the bidder **Note-2:** **In case, legal advisory services are being done through outsourcing, then the Transaction Advisor shall provide details of the outsourced agency/firm alongwith copy of the agreement with the said firm/agency.**		1. HR Certificate is attached at **pages ..... to .....** 2. Details of the outsourced Legal Agency /firm alongwith the copy of the agreement with the said legal firm is at	

					pages.... to ..... **(to be deleted if irrelevant)**	
3.1.2	**(e)**	**Non Blacklisting / Debarment**	The applicant should not be debarred / blacklisted by the any of its client in the last 5 (five) years	An undertaking in this regard shall be submitted by the applicant with the proposal in the attached format.		Copy of the undertaking is at **pages.... to .....**	

APPENDIX 6: Minimum Eligibility Experience Data Sheet

I. 10 (Ten) projects under Core /Social Infrastructure Sectors

S. No.	Client Details			Category of Core/Social Infrastructure	Project Details/ Description	Date of issuance of Work Order	Scope of Advisory Services Completed				Date of completion of mandated Work by Transaction Advisor	Date of Issuance of LOA/ LOI to Private Sector Player	Supporting document attached
	Central/ State Govt./ Govt.	Name of Department	Contact Person / Department's complete Address including Telephone no./Fax No./Email/Web Address				Project structuring	Financial Advisory	Legal Advisory	Bid Process Management.			
1													1. Copy of Experience Certificate (in format prescribed at Appendix 7) is at **page… to _____** 2. Copy of work order is at **page no….to …..**
2													**To be filled as per above**
3													**To be filled as per above**
4													**To be filled as per above**

APPENDIX 7 : Transaction Advisory Experience Certificate Format

Ref No.....
Dated.....

To Whomsoever It may concern

It is certified that M/s..... **(Transaction Advisor Details)** were mandated as Transaction Advisor for .....**(Project Details)** on Public Private Partnership (PPP) mode by .....**(Client Details)** vide mandate letter no....., dated.....

The scope of completed Transaction Advisory Services included;

(i) Project Structuring
(ii) Financial Advisory Services
(iii) Legal Advisory Services including preparation of concession agreements and other legal documents of the projects including their vetting, etc.
(iv) Bid Process Management

Legal Advisory services were provided by the Transaction Advisor through .....**(add in-house expertise)** or **(add outsourced legal agency details).**

M/s ..... (Transaction Advisor) have completed their above mandated scope of work on ..... **(Date)** and Notice of Award (NOA) / Letter of Intent (LOI) has been issued to M/s.....**(Selected Bidder)** – the Private Sector Player through reference no....., dated.....

(Duly signed by the
Authorised Signatory of the Bidder)

APPENDIX 8 : Project Data Sheet for Evaluation and Scoring

I. Transaction Advisory Experience

(Transaction Advisor Details)																
S.No	Project description	Capital Cost (Rs. In Cr.)	Individually/ JV	Infrastructure Sector	Infrastructure Sector	Client	Scope of Work	Scope of Advisory Services Completed (Fill Y for Yes and N for NO)				Status/ Remarks		Supporting documents	
								Project structuring	Financial advisory	Legal advisory	Bid process management	Services/ Mandate (completed/Ongoing)	Project Status (NOA / CA)	Client Certificate (as per Appendix 7) is at page .... to	Mandate letter is at pages __ to
1.															
2.															
3.															
4.															

Note:

Projects where all the 4 (four) activities have been completed should be added first and thereafter in the order of maximum of the 4 (four) activities completed to be added.

The list of projects shall also includes the projects mentioned in Appendix 6.

Undertaking on Letter Head of the Applicant

1. I, the undersigned, do hereby certify that all the statements made in the required attachment are true and correct.

2. The undersigned also hereby certifies that neither our firm M/s…… have abandoned any assignment assign to us by any Government Department nor any contract awarded to us have been rescinded, during last five years prior to the date of this bid.

3. The undersigned also hereby certifies that our firm M/s…… has not been blacklisted / debarred by any Government Department, during last five years prior to the date of this bid.

4. The undersigned hereby authorise(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.

5. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/Project implementing agency.

…..…….
(Signed by an Authorised Officer of the Firm)

…..……..……
Title of Officer

……..……
Name of Firm

…..……
Date