

REQUEST FOR PROPOSAL (RFP)
FOR
SELECTION OF CONSULTING FIRM
FOR
PROVIDING PROFESSIONAL SERVICES FOR
PUBLIC PRIVATE PARTNERSHIP (PPP) PROJECTS
TO
PUNJAB INFRASTRUCTURE DEVELOPMENT BOARD (PIDB)

Ref No. PIDB/CF/2020-21/

August, 2020

ONLINETENDER

Issuing Authority
Punjab Infrastructure Development Board (PIDB)
SCO 33-34-35, Sector 34-A, Chandigarh
Tel: +91-0172-4381111, 2665417
Fax: +91-0172-2665596
Web site: www.pidb.org

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Disclaimer

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Punjab Infrastructure Development Board (PIDB) or any of their employees or advisors, is provided to Bidder(s) 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 PIDB 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 preparing their technical proposals and financial offers pursuant to this RFP (the Proposal”).

This RFP includes statements, which reflect various assumptions and assessments arrived at by PIDB in relation to the Assignment. 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 PIDB, its employees or advisors to consider the investment objectives, financial situation 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, statements and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Bidder(s) 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. PIDB accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. PIDB, its employees and advisors 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, completeness or reliability 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 Bid Stage. PIDB also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. PIDB may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issuance of this RFP does not imply that PIDB is

bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Assignment and PIDB reserves the right to reject all or any of the Bidders or Proposals without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by PIDB or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Selection of PPP Consultants having expertise in Public Private Partnership (PPP) projects.

PIDB shall not be liable in any manner whatsoever, for the same or for any other costs or other expenses incurred by a Bidder in preparation or for submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

Document Control Sheet

DOCUMENT CONTROL SHEET		
S. No.	Particulars	Details
1.	Document Reference Number	PIDB/PPP/2020-21/.....
2.	Availability of Tender Document/ RFP online on : https://eproc.punjab.gov.in In addition to this it shall also be available on www.pidb.org.in	10/08/2020
3.	Pre-Bid Meeting The pre-bid queries, if any should be submitted before pre-bid meeting or at the time of Pre-bid meeting in writing. No queries shall be entertained after the date of said meeting.	18/08/2020 at 11:30 AM in PIDB office, Sector 34 A Chandigarh
4	Bid due date	
a)	On line submission of bids	31/08/2020 upto 3:00PM
b)	Submission of bids in Physical form (Hard copy)	31/08/2020 upto 3:30 PM
5.	Date and time of opening of Technical bids	31/09/2020 upto 4:00PM in PIDB office
6.	Announcement of shortlisted bidders	To be intimated later on
7	Opening of Financial proposal	To be intimated later on
8	Tender Fees& Processing fee	Rs 10,000/- (Rs Ten Thousand Only)
9	Earnest Money Deposit(EMD)	INR 5 Lakhs (Rupees Five Lacs Only)
10	Punjab Infrastructure Development Board Contact Details	Punjab Infrastructure Development Board (PIDB) SCO-33-34-35, Sector -34 A, Chandigarh 160034
16.	e-Tender Website	Website: https://eproc.punjab.gov.in Email:eproc@punjab.gov.in Contact No: 0172-2791326,2791226
17.	Method of Selection	QCBS method
<p>Note:-In case a Central/ State Holiday are declared on any day, the event will be held on thenext working day at the same time and same venue.</p>		

Definitions

Unless the context otherwise requires, the following terms whenever used in this tender have the following meanings:

- a) **“Administrative Department”** means Department of Finance, Govt. of Punjab.
- b) **“Bidder”** means bidder who submits Bid in response to this tender document.
- c) **“Bids/Proposals”** means Online Bids/Proposals submitted by bidders in response to the tender issued by the Board.
- d) **“Board”** means Punjab Infrastructure Development Board (PIDB).
- e) **“Consulting Firm”** means a company incorporated under the Companies Act 1956/2013 or a Partnership Firm registered under The Partnership Act, 1932 or The Limited Liability Partnership Act, 2008.
- f) **“Contract”** means the Contract entered into by the parties for providing services defined in the tender along with the entire documentation/schedules specified in the tender or forming part thereof.
- g) **“Competent Authority”** means Member Secretary, PIDB or an officer duly authorized by him.
- h) **“EMD”** means Earnest Money Deposit.
- i) **“LOA”** means the Letter of Award or award of contract issued by PIDB to the selected bidder.
- j) **“OQRS”** means the Online Query Resolution System of the portal.
- k) **“PBG”** means Performance Bank Guarantee submitted by the Selected Bidder.
- l) **“Personnel”** means expert consultants provided by the bidders to perform services to execute an assignment and any part thereof.
- m) **“Portal”** means e-tender website <http://eproc.punjab.gov.in>
- n) **“PPP”** means Public Private Partnership
- o) **“Retainership”** means a Contract in which professionals are hired by a Company or a firm to advise on complex issues that require specific expertise/ skill.
- p) **“Services”** means the work to be performed by the bidder pursuant to this tender and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the Board.
- q) **“Selected Bidder”** means the selected Consulting Firm.
- r) **“The Term”** means two year period of contract, extendable at the discretion of the Competent Authority
- s) **“Tender No. or Document Reference No”** means the document or tender No. mentioned in the Document Control Sheet irrespective of whatever may be mentioned in the text of this document.
- t) **“QCBS”** means Quality and Cost Based System of selection

Important Notices

1. This tender document is not transferable.
2. The response to this tender document should be full and complete in all respects. Incomplete or partial responses are liable to be rejected.
3. Bidders are advised to study all instructions, forms, requirements as specified in document carefully. Submission of response shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
4. The bidder should upload clearly legible documents / information, while avoiding mistakes. PIDB reserves the right to seek clarification from bidder or may disqualify bidder if bidder is not able to provide clarification / desired information.
5. The bidder shall bear all costs associated with the preparation and submission of the response, including cost of demonstration, benchmarking and presentation for the purposes of clarification of the bid, if so desired by PIDB. In no case PIDB shall be responsible or liable any such costs, regardless of the conduct or outcome of the short listing process.
6. Further clarifications, corrigendum and any other information related to this tender shall be available at the e-tendering website <http://eproc.punjab.gov.in>.
7. Bidders are advised to check e-tendering portal regularly for any Addendum/ Corrigendum / Amendments related to the tender.
8. PIDB reserves the right to accept or reject any or all responses without assigning any reason thereof.
9. All payments towards Cost of Tender Document (If Applicable) and Earnest Money Deposit (If Applicable) shall be deposited online through e- payment gateway of the portal. Bids will be summarily rejected if any of the payments are not reflected on the portal.

Section 1: Invitation for Bids

1.1 Introduction

i. Background

PIDB was established as per the Act namely “The Punjab Infrastructure (Development & Regulation) Act 2002” enacted by the State Govt. on 8th July 2002 to provide for creation, development, maintenance and operation of infrastructure and for the matters connected therewith or incidental thereto. PIDB acts as a nodal agency to coordinate all efforts of the State Government regarding the development of the infrastructure sectors involving private participation with the role as detailed below:-

- i) identify infrastructure projects for private partnership
- ii) promote competitiveness and progressively involve private participation while ensuring fair deal to the consumers
- iii) identify bottlenecks in the infrastructure sectors and recommend to the State Government, policy initiatives to rectify the same.
- iv) select, prioritize and determine sequencing of infrastructure projects
- v) formulate clear and transparent policies related to the infrastructure sectors so as to ensure that projects risks are clearly identified and allocated between the stakeholders and
- vi) identify the sectoral concessions to be offered to concessionaries to attract private participation and secure availability of viable infrastructure facilities to the consumers

To achieve this objective, PIDB requires the in house team of PPP experts for the projects which are being mandated to it on PPP mode like BOT and O&M of Roads, O&M of Infrastructure facilities, etc.

1.2 Invitation

- a) PIDB invites **Request for Proposal (RFP) (the “Proposals”)** for Selection of a Consulting Firm (the “**Bidder**”) to provide PPP Experts having expertise in PPP projects to undertake the allocated assignments as defined on the Terms and Conditions mentioned in this RFP document. Any contract that may result from this tender will be issued for a **term of two years**, extendable at the discretion of the Competent Authority.
 - b) Proposals must be received not later than the date and time mentioned in the **Document Control Sheet**. No Proposals shall be accepted by after due date and time.
2. The PIDB may, at its discretion, extend the date for submission of Bids. In such a case all rights and obligations of the Board and bidders previously subject to the deadline will thereafter be subject to the deadline as extended. Any such extensions ,if granted, shall be informed to bidders

through corrigendum issued on e-tendering portal.

3. All payments towards Tender Fees and Earnest Money Deposit shall be deposited online through e-payment gateway of the portal before submitting their proposal online through the portal. Bids shall be summarily rejected if any of the payments are not reflected on the portal.
4. Bidders desirous of using NEFT or OTC mode for making payments must download challan form from the portal and not use any other challan form.

Section 2: Instructions to Bidders

2.1 Information & Instructions fore-Tendering

- a) For participation in the tender process, prospective bidders are required to ensure their registration on the e-tendering portal. The user must be in possession of a valid Digital Signature Certificates (DSC) which may be procured from any of the authorized Certifying Authority (CA), such as; e-mudra, N-code, Sify etc. Bidders shall submit their bids online through the portal only. Bids will not be accepted by any other mode.
- b) Documents must be scanned and uploaded through e-tendering website within the period specified of tender submission.
- c) Tender documents shall be opened only for those bidders, whose Earnest Money Deposit and Tender Fees are found to be in order.

2.2 Conflict of Interest

The selected bidders should provide professional, objective, and impartial consultancy services and at all times hold the Board's interest as paramount, strictly avoid conflicts with other assignments/ jobs or their own corporate interests and act without any consideration for future work.

2.3 Validity of Bids

- a) Bids shall remain valid for a period of 120 days from the date of opening of Bids. The Board reserves the right to reject a Bid valid for a shorter period as non-responsive.
- b) In exceptional circumstances, the Board may solicit the bidder's consent for an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. The bid security shall also be suitably extended.

2.4 Right to Accept or Reject Bid(s)

The Board reserves the right to annul the tender process, or to accept or reject any or all the Bids at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

If a Bid is selected, it will be the most advantageous regarding price, the technical compliance and deviations submitted by Bidder.

2.5 Fraud and Corruption

It is required that the Bidders submitting Bid and the successful bidder selected through this tender must observe the highest standards of ethics during the process of selection and during the performance and execution of contract.

- a) For this purpose, definition of the terms are set forth as follows:
- i) **“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Board or its personnel in contract executions.
 - ii) **“Fraudulent practice”** means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificially high or non- competitive levels and to deprive the Board of the benefits of free and open competition;
 - iii) **“Unfair trade practice”** means supply of services different from what is ordered on, or change in the Scope of Work given in Section 4.
 - iv) **“Coercive practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
- b) The Board will declare a bidder ineligible, either indefinitely or for a stated period of time, for participation in any tender, if at any time it determines that the selected bidder has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

2.6 Clarifications and Amendments of Tender

- a) During the process of evaluation of the Bids, the Board may, at its discretion, ask Bidders for clarifications on their Bid. The Bidders are required to respond within the prescribed timeframe.
- b) The Board may for any reason, modify the tender from time to time. The amendment(s) to the tender would be clearly spelt out and the bidders may be asked to amend their Bid due to such amendments. Bidders are advised to check e-Tendering portal regularly for amendments to the tender.
- c) In order to allow bidders reasonable time in which to take amendment into account in preparing their bids, PIDB may at its discretion extend the deadline for submission of bids.

2.7 E-payment Instructions

All payments (Tender fees and EMD) are to be made online through the e-payment gateway prior to submission of bids as per details given in the **Data control sheet**. For detailed information regarding modes of payment etc, please refer to instructions to bidders for e-tendering (**Appendix A**).

2.8 Earnest Money Deposit(EMD)

- a) Earnest Money Deposit shall be deposited online through e-payment gateway of the portal.
- b) The bidder shall furnish EMD amounting to INR 5 lakhs (Rupees Five Lacs Only) (specified in Data control sheet). EMD is required by the Board

against risk of company's / agency's conduct, which would warrant EMDs' forfeiture.

- c) The EMD lying with the Board in respect of other tender/ RFP / Expression of Interest awaiting approval or rejected or on account of contracts being completed shall not be adjusted towards EMD for this tender. In case of re-tender, bidders shall be required to resubmit the EMD.
- d) The EMD will be forfeited on account of one or more of the following reasons:
 - i. Bidder withdraws its Bid during the validity period as specified in the tender.
 - ii. Made misleading or false representations.
 - iii. Bidder does not respond to requests for clarification of its Bid.
 - iv. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - v. If successful bidder fails to sign the contract in time or fails to furnish PBG intime.
- e) Refund of EMD: The EMD of unsuccessful bidders shall be refunded within one month of final award of contract. EMD of the successful bidder will be released only after the bidder signs the final contract agreement and furnishes the Performance Bank guarantee.
- f) No interest shall be paid on EMD by the Board.

Section3: Selection Process

3.1 Process for Selection of the Consulting Firm

This tender is to select the Consulting Firm for providing PPP Consultants having expertise in Public Private Partnership (PPP) projects. The responses received pursuant to this tender will be evaluated by a Committee constituted by the Board as per the criteria specified in this document and selected bidder will be awarded the contract on Quality and Cost Based System(QCBS) method. The selected bidder would be required to undertake the assignments as mentioned in the 'Section 4: Scope of Work of this tender document.

3.2 Eligibility Criteria(Pre-Qualification)

The bidders will be assessed as per the pre-qualification criteria defined in the RFP. Only the bidders who qualify pre-qualification shall be eligible for technical evaluation. Non-conforming Proposals will be rejected and will not be eligible for any further processing. The pre-qualification criterion is as below:

Sr.No	Sections	Requirements as per RFP	Supporting Documents Required
1.	Consulting Firm	For the purpose of this Invitation for RFP document, the bidder should be a Company registered in India under the Companies Act, 1956/2013 or a partnership firm registered under the Partnership Act, 1932 / Limited Liability Partnership Act of 2008 (as amended from time to time) and operating for the last 15 years in Consultancy Business. Any kind of consortium/ Joint Venture / Sub-contracting is not allowed.	Certificate of Incorporation / Registration Certificate
2.	Financial Capacity	The bidder should have a minimum average annual turnover of INR 100 crore exclusively from Professional Fees from Govt./Public Sector consulting services in India in each of the last three years i.e. from FY 2016-17 to FY 2018-19.	Certificate from statutory auditor (as per format mentioned in Performa 6 -of this RFP) / audited financial statements for the five previous financial years with CA's Registration Number / Seal.
3	Employee Strength	The company should have at least 200 full time and permanent professional Staff including at least seven each in Technical, Finance and Law fields on its rolls.	Certificate by competent Head HR of the company

4.	Blacklisting	The bidder should not be blacklisted by any agency of the Central/ State government, Public Sector Undertaking in the last five years at the time of bid submission.	Self-certification from the Bidder as per Performa- 5
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3.3 Disqualifications

The Board may at its sole discretion and at any time during the evaluation of Bid, disqualify any Bidder, if the Bidder has:

- a) made misleading or false representations.
- b) exhibited a record of poor performance such as abandoning works/ not properly completing its contractual obligations, inordinately delaying completion or financial failures etc. in any project in the preceding three financial years;
- c) submitted a Bid that is not accompanied by correct / relevant documents or is non-responsive;
- d) failed to provide clarifications when sought within applicable/cited stipulated time;
- e) been declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted.
- f) submitted a Bid with price adjustment/variation provision.
- g) Proposed resources with questionable character proved by any kind of investigation.

3.4 Pre-bid queries

Bidders may submit pre-bid queries, if any, in the prescribed **Performa 13** on the e-mail mentioned on the document control sheet. Pre bid meeting date, if required may be intimated accordingly. **Performa 13** is to be submitted by the bidder on company's letter head at the time of submission of Pre bid queries along with the proof of purchase of tender document.

3.5 Preparation of Bids

The Bidder must comply with the following instructions during preparation of bids:

- 3.5.1 The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the tender. Failure to furnish the necessary information as required by the tender .Submission of a Bid not substantially responsive to all the requirements as enunciated in the tender document shall be at Bidder's own risk and will be liable to rejection.
- 3.5.2 The Bid and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be accepted only if they are initialed by the authorized person signing the Bid.
- 3.5.3 The letter of Authorization shall be indicated by written Power of Attorney (**Performa 7**) and shall accompany the Bid. The bidder may provide Power of Attorney in the format as per acceptable standards or as per **Performa 7** given in RFP.

3.5.4 Once the Bid is submitted online, the Bidder is not allowed to modify/ substitute the Bid.

3.6 Submission of Bids

Bidders shall submit their bids through e-Tendering website on or before the last date and time for submission of bids as per **Document control sheet**.

3.6.1 Pre-Qualification

The bidders are required submit the relevant documents as mentioned in Section 8 of the RFP. Only the bidders who qualify pre-qualification shall be eligible for technical evaluation. Non-conforming Proposals shall be rejected and shall not be eligible for any further processing.

3.6.2 Technical Bids

- i. Bidders shall submit the technical proposal in the relevant formats as mentioned in Section 8 of this RFP
- ii. While submitting the Technical Proposal, the Bidder shall, in particular, ensure that CVs of the PPP experts duly signed by them and are duly verified by authorized signatory at the time of submission; The bidder may provide deviation to the contents of the RFP document as per **Performa 10** as provided as part of Technical Proposal. Tender Evaluation Committee would evaluate and classify them as “material deviation” or “non-material deviation“. In case of any material deviations, the committee would be entitled to seek clarification or may reject the bid.
- iii. For verification of information submitted by the bidders, the committee may seek clarification . Bidders shall provide necessary documents, samples and reference information as desired by the committee. Bidders shall also assist the committee in getting relevant information from the bidders’ references. Bidders may be asked to provide a presentation on their organization’s capabilities to execute the projects.
- iv. Failure to comply with the requirements shall make the Proposal liable to be rejected.
- v. The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- vi. Failure of PIDB to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of PIDB thereunder.
- vii. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false

information and if the Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by PIDB without being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

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

3.6.3 Financial Bid

- i. In preparing the Financial Proposal, firms are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should be as per **Performa 12** of RFP.
- ii. All the costs associated with the assignment shall be included in the Financial Proposal. These shall cover remuneration for all the Personnel in the field and office, equipment, surveys, overhead charges viz. travelling, boarding and lodging and out of pocket expenses. The total amount indicated in the Financial Proposal shall be without any condition and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- iii. The financial proposal shall be exclusive of taxes/GST and should be duly submitted as per **Performa 12** of RFP.
- iv. Financial Bids will be opened for those bidders who have qualified the technical bids.
- v. The Financial bids will be scrutinized by the Tender Committee.
- vi. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services (“Bid Price”).
- vii. Omissions, if any, in costing any item shall not entitle the bidder to be compensated and the liability to fulfill its obligations as per the Scope of Work within the total quoted price shall be that of the bidder.
- viii. Any conditionality included in the financial proposal will lead to disqualification of the entire bid and forfeiture of the EMD.
- ix. The Proposal with lowest financial quote will be awarded a financial score of 100.
- x. Financial Scores for other technically qualified bidders will be evaluated using the following formula-

$$\text{Financial Score of Bidder (FS)} = (\text{Least Financial Bid} / \text{Financial Bid of the Bidder}) \times 100 \text{ (rounded off to 2 decimal places).}$$

3.7 Evaluation of Bids/Proposals.

- i. PIDB shall use a Quality and Cost Based System (QCBS) having three stages of evaluation (collectively the “Selection Process”) in evaluating the Proposals. Pre-qualification stage will be the first stage to check conformance to the bidder’s eligibility criteria. Technical Evaluation will be the second stage and based on that the applicants will be shortlisted and a financial evaluation will be carried out as specified in Clause.3.6.3
- ii. Tender Evaluation Committee may, at its discretion, call for additional information from the bidder(s) at any stage of evaluation. Such information has to be supplied within the set out time frame, otherwise Tender Evaluation Committee is at discretion to reject/ accept/ extend the date for receiving such information. Seeking clarifications cannot be treated as acceptance of the proposal.
- iii. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.7

3.7.1 Pre-qualification

- i. Preliminary Scrutiny: Preliminary scrutiny of the bid for eligibility will be done to determine whether the bids are in order and complete, whether the documents have been properly signed, whether any computational errors have been made. Proposals not conforming to such preliminary requirements shall be outrightly rejected.
- ii. Conformance to eligibility criteria: Proposal responses conforming to preliminary scrutiny requirements will be checked for conformance to the eligibility criteria stated in the clause 3.2 of RFP and Non-conforming proposals will be rejected.

3.7.2 Technical Bids

- i. Technical Proposals would be evaluated only for those Bidders, who qualify the Pre- qualification evaluation.
- ii. The Technical Proposals will be evaluated against the requirements specified in the RFP and the Technical Evaluation Criteria. Bidders shall be invited to make a presentation to the Evaluation Committee as per technical evaluation criteria.
- iii. Consequent upon the evaluation as per technical evaluation criteria, each Technical bid will be assigned a Technical Score (TS) out of a maximum of 100 points.
- iv. Bidders who score 70% or more will qualify for the evaluation of their financialbid.
- v. Technical proposal will be evaluated and marks shall be awarded as per the criteria mentioned below:

S. No.	Criteria	Maximum Marks
A.	Firm's Experience	45
B.	Proposed Team's Experience	30
C.	Technical Presentation including Approach & Methodology and Work Plan	25
Total		100

S.No	Criteria for point allotment	Max. Points
A. Firm's Experience (Maximum Marks= 45)		
1.	Experience of assisting State Governments /PSUs/Private companies in Public Private Partnership Projects, Max 5 points for each completed project Each Project to be of a minimum contract value of INR 1 crore in last 5 years	45
<i>* Copies (relevant pages) of work orders/agreement/letter of award/extension letters/ completion certificates must be submitted as a proof.</i>		
B. Proposed Team's Experience (Maximum Marks= 30)		
<u>Full Time Team</u>		
1.	<u>Procurement Consultant</u> Minimum Qualification: Graduate in engineering, Post Graduate in Management from an eminent Institution.(IIM/National or International tier 1 institutes) Experience: 5 years experience at middle Management level in the relevant field from reputed (National / State level) Organizations. The candidate should have experience of at least handling 5 PPP projects Qualification Marks: Max. 5 marks; Experience in handling PPP Projects with Central/State Govt./PSUs: for 5 projects: 3 marks, 5 to 7 projects : 4 marks, More than 7 projects: 5 marks	10

2.	<p><u>Legal Consultant</u></p> <p>Minimum Qualification: Degree in Law (3 years LLB or Integrated 5 years Law Degree) from a reputed law college/University</p> <p>Experience: 5years experience [out of which 3 years in the area of deal advisory /transaction advisory/PPP Projects with emphasis on Drafting of contract, legal vetting of documents/Agreements,, corporate legal mattersand handling of legal issues arising out of the contractsat middle management level from reputed (National/State level/international) organizations. Should have experience of at least handling 5 PPP projects .</p> <p>Qualification Marks: Max. 5 marks;</p> <p>Experience in handling PPP Projects independently with Central/State Govt./PSUs: for 5 projects: 3 marks, <5 to 7 projects : 4 marks, More than 7 projects: 5 marks</p>	10
3.	<p><u>Finance Consultant:</u></p> <p>Minimum Qualification: Post Graduate /MBA/ PGDM in Finance and equivalent from any eminent institution or CA/ICWA/CFA</p> <p>Experience: The candidates should possess 5 years experience at middle Management level in the deal advisory /transaction advisory/PPP Projects with emphasis on corporste finance and project financefrom reputed (National / State level/international) Organizations. The candidate should have experience of at least handling 3 PPP projects</p> <p>Qualification Marks: Max. 5 marks;</p> <p>Experience in handling PPP Projects independently with Central/State Govt./PSUs: for 3 projects: 3 marks, <3-5 projects : 4 marks, More than 5 projects: 5 marks</p>	10
C.	Technical Presentation	25
	Understanding of Project objective, requirements,	5
	Broad Strategy for implementation and how itwillrespond to requirements of the scope of work- to be presented by consulting firm	5
	Presentations by the three proposed candidates of the consulting firm (procurement , finance and legal) to highlight their contribution in past projects in PPP and learnings from them 5 marks for each presentation	15

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The qualified bidders would be required to make a **PRESENTATION** on technical proposal to PIDB. Presentation to be made by that proposed team member/Professional to be actually deployed for work in PIDB. The full time team should be present at the time of the presentation.

3.73 Final Evaluation

Final evaluation shall be done on “Quality & Cost Based Selection” method (QCBS). The weightage for the composite evaluation shall be awarded as below:-

3.7.1 Technical (TS) –70%

3.7.2 Financial (FS) –30%

Bids shall be ranked according to their combined scores, calculated using the technical score (TS) and financial score (FS) and the weights as follows:

$$S = TS \times 0.70\% + FS \times 0.30\%$$

Bidder with the highest combined score shall be awarded the contract. In case of a tie in the final score, the bidder having highest technical score will be selected.

3.8 Award of Contract

The Board will notify the successful bidder in writing that its proposal has been accepted. On receipt of notification the bidder shall furnish acceptance of award within 7 days of its issuance to PIDB. The bidder shall furnish Performance Bank Guarantee @ 10% of the Contract value within 15 days from the issue of letter of award and thereafter, sign Contract Agreement (**Appendix B**) with PIDB. After signing of the Contract Agreement, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

Failure of the successful bidder to sign the contract or willful violation of the bid process shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security (EMD), in which event the Board may choose to award the work to next most responsive bidder or call the fresh bids. In such a scenario PIDB may also blacklist the defaulting bidder from participation in State Government projects for the time as decided by the Board.

3.9 Confidentiality

Information relating to the examination, clarification and comparison of the Bids shall not be disclosed to any Bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of its Bid. During the execution of the project except with the prior written consent of the Board, the selected bidder or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the

course of the Contract.

Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Bidder/ selected bidder and/ or the Board / Department to each other including, but not limited to, the services, product information, financial data and statistics, whether or not marked as confidential or proprietary by the parties.

Section 4: Scope of Work

The scope of work to be undertaken by the Consulting Firm is given herein after and the same is merely illustrative and not exhaustive. The Consulting Firm shall, thus, have to consider the required output and include all further incidental activities that may be necessary for efficient and successful implementation and for achieving the ultimate purpose of the assignment. The Scope of Work for the proposed engagement will primarily consist of the following:

Assist in Policy and Planning

- a) Assist and support the formulation of policy, strategies, schemes and programs to accelerate private sector development and Public-Private Partnerships (PPP) in the State of Punjab.
- b) Monitor the investment climate across various Infra sectors and engage Government and other stakeholders in policy dialogue on reforms to enhance the incentive framework for increased private participation.
- c) Assist in formulating strategies and operational programs for private sector development and PPP promotion in the State in coordination with relevant government agencies.
- d) Promote application of innovative PPP structures and approaches within the Board.
- e) Maintain knowledge of emerging best practices on enhancing private sector development and PPPs, including good practice examples, and guidelines through internal and external networks.

Keep abreast of latest trends and developments in addressing PPP related issues. Ensure comparability of the Department's operations to best practices.

Review of Project and Risk Management

- a) Analyse and recommend PPP risk allocation and develop an appropriate risk profile for the project.
- b) Liaise with PPP Unit, legal experts and financial advisors for each application and coordinate their inputs into the proposal.
- c) Assist the development, structuring and delivery of PPP projects that draw on commercial and non-commercial financing across all Infrastructure

sectors as per Schedule I of Punjab infrastructure (Development & Regulation) Act, 2002.

- d) Liaise with private sector for identification of common work initiatives and other stakeholders to identify and address challenges to scaling up private sector development through PPPs.
- e) Ensure quality of lending and non-lending private sector development and Public Private Partnership operations.
- f) Advise on the financial risks in implementing PPPs and identify necessary mitigating and corrective actions.
- g) Advise on the appropriate financial structure for these projects based on knowledge of the market's ability to provide finance and bear risk.
- h) Ensure that the government's explicit and implicit fiscal obligations and risks are determined in the feasibility study stage and that these are communicated to the departments.
- i) Assisting and coordinating in litigation matters.
- j) Act as resource on financial structuring related issues, including resolving complex financial structuring issues.
- k) Analyses all financial models, both in the feasibility studies and in proposals submitted as part of the competitive bidding process to ensure that the projects are affordable, financially sound and sustainable with appropriate risk allocation.

Assist in Bid Process Management

- a) Conduct initial project screening, interview potential project sponsors, etc.
- b) Drafting of Bid documents, Request for Proposals, Request for Engagements, Concession Agreements, carrying out the bidding process, preparation of Notice of Award and Letter of Award, etc.

- c) Participate in and contribute to internal and external training programs and conferences/webinar/promotional events on private sector development and PPPs.
- d) Liaise and coordinate with development partners and private sector financiers on co-financing for Public Private Partnership projects.
- e) Drafting Public Private Partnership related legislation and regulations, drafting and negotiating concession agreements, implementation agreements, and infrastructure project contract documents to support limited recourse project finance transactions.
- f) Examination/vetting of Tender documents/RFPs/ Agreements, EOIs, Bank Guarantees, Insurance Policies, etc. and other legal related issues.
- g) Preparation of Memorandum of Associations/Agreements to be entered with the various entities.
- h) Perform such other tasks as assigned by the PIDB as may become necessary.

The Scope of Services above specified are not exhaustive and the Consultant shall undertake such other tasks as assigned by the PIDB as may be necessary.

Section: 5 General Contract Conditions (GCC)

5.1 Application

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

5.2 Relationship between the Parties

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

5.3 Standards of Performance

The Bidder shall perform the services and carry out its obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Bidder shall always support and safeguard the legitimate interests of PIDB, in any dealings of the bidder with the third party. The Bidder shall abide by all the provisions/rules etc. of relevant laws/rules/standards and subsequent amendments prevalent in the country. The Bidder shall conform to the standards laid down in the tender in totality.

5.4 Applicable Law

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

5.4.2 The bidder will submit an undertaking specifying that they have obtained or will be in a position to obtain all necessary statutory and obligatory permissions, if any, required to carry out the contract.

5.5 Intellectual Property Rights

No deliverable covered under the Contract shall be shared, sold or disposed by the Bidder in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Bidder shall indemnify PIDB from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Bidder, PIDB shall be defended in the defense of such proceedings.

5.6 Governing Language

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

5.7 Performance Bank Guarantee(PBG)

- i. The selected bidder shall furnish PBG within 15 days from the date of issue of letter of award of contract by PIDB and before signing of contract document. The Bidder shall furnish an unconditional and irrevocable Performance Bank Guarantee, as per **Performa-11** for an amount equal to 10% of the Contract value valid for “The Term” plus six months as its commitment to perform services under the contract.
- ii. Failure to sign the contract and submit PBG in time shall constitute sufficient grounds for forfeiture of the EMD.
- iii. Failure to perform services / deliver working product as per contract shall constitute sufficient grounds for forfeiture of the PBG.
- iv. The PBG shall be released after expiry of its validity period provided there is no breach of contract on the part of the Bidder.
- v. No interest will be paid on the PBG.
- vi. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of extension of the project for any reason. The bidder should furnish PBG for extension period within 7 days of issue of extension letter with validity of 3 months beyond the extension period.
- vii. PIDB shall also be entitled to make recoveries from the bidder’s bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error or misstatement etc.
- viii.

5.8 Penalties

If the progress of assignment is found to be non-satisfactory or delayed at any point of time, PIDB reserves the right to impose penalty @2% of monthly payment for each default. The sum total amount of all unpaid and paid penalties shall not exceed 5% of total assignment fee. The Board reserves the right to recover any dues payable by the selected Bidder / penalties from any amount outstanding to the credit of the selected bidder, including the pending bills and/or revoking the bank guarantee under this contract.

5.9 Substitution of Team members

The PIDB expects all the proposed team members of bidder to be available during implementation of the Agreement. The PIDB will normally not consider substitution of any team member. In exceptional circumstances

such as ill health, resignation, etc. of team member , the Bidder may request the PIDB for Substitution, however, in any case

(i) Not more than one (1) substitution of team shall be allowed during the First year of assignment

(ii) Not more than two (2) substitution of team shall be allowed during the entire assignment period.

(iii) All such above substitutions shall be by equally or better qualified and experienced personnel to the satisfaction of the PIDB.

Without prejudice to the foregoing, substitution of the team member over and above as mentioned in (i) & (ii) maybe permitted by the Managing Director , PIDB subject to imposition of penalty to a maximum of Rs. 2.00 Lacs for first substitution and Rs. 3.00 Lacs for each of further substitutions. PIDB reserve its right to reject the proposed substitution and may terminate the Contract of the consulting firm.

5.9 Substitution of Key Personnel

5.10 Indemnity

Successful Bidder who has been awarded the contract (the "Indemnifying Party") undertakes to indemnify contractor (the "Implementing Agency") from monetary loss or loss of reputation to any customer Department/s arising in favor of any person, PIDB or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance.

The indemnities set out shall be subject to the following conditions:

- a) The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- b) The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defense;
- c) The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- d) The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- e) The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a

claim or proceedings;

In the event either of the Party seeks indemnification from other on account of any specific loss or losses (including any claim for damages) then party making the claim would be stopped from making any further claim, financial or otherwise in respect of that loss or losses (including any claim for damages).

5.11 Termination of Contract

- a) **Material Breach:** In the event that either Party believes that the other Party is in Material Breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement upon giving a one month's notice for curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, the Nodal Agency or Implementation Agency, as the case may be will have the option to terminate the Agreement.
- b) Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:
 - i) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
 - ii) If the selected bidder fails to perform as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract.
- c) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, PIDB reserves the right to give the contract to another party of its choice by giving one month's notice for the same.
- d) In the event of the sum of all unpaid penalties exceeding 5% of Contract Value on any given date, the contract shall stand terminated automatically and PBG shall stand revoked in total. Deduction from annual payment on account of not meeting the annual targets will not be considered penalty for this purpose.

5.12 Termination due to Insolvency, Dissolution etc. of the Bidder/ Consulting Firm

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

5.13 Termination for Convenience

The Board reserves its right to terminate, by prior written notice of one month, the whole or part of the contract, at any time for its convenience. The notice of

termination shall specify that termination is for its convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

5.14 Consequences of Termination

- a) In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], PIDB shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/ breach, and further allow the next successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/ continued execution of the scope of the Contract.
- b) Nothing herein shall restrict the right of the Board to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Board under law or otherwise.
- c) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

5.15 Force Majeure

- a) The Bidder shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- c) If a Force Majeure situation arises, the Bidder shall promptly notify the Board in writing of such condition and the cause thereof. Unless otherwise directed by the Board in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

5.16 Taxes and Duties

The Bidder shall be entirely responsible for payment of all taxes, duties, GST etc. as leviable according to the prevailing rates as prescribed in the relevant Laws.

5.17 Resolution of Disputes

Any dispute or difference, whatsoever, arising between the parties to this agreement arising out of or in relation to this agreement shall be resolved by the Parties through mutual consultation, in good faith and using their best endeavors. To this end, the parties agree not to conceal timely disclosure of all relevant facts, information and documents to facilitate discussions between them/ their representatives or officers.

a) Amicable Settlement

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

b) Legal Jurisdiction

The legal disputes not settled through amicable settlement between the parties shall be subject to the jurisdiction of the Courts situated in Chandigarh only.

c) IN case the dispute is not resolved any party may issue a notice , invoking a resolution of dispute through arbitration in accordance with the provision of the Arbitration Conciliation Act , 1996 . The arbitral proceedings shall be conducted by additional MD,PIDB or officer designated by him/her,. Arbitration proceedings will be conducted in Chandigarh and the award shall be made in English.

5.18 Notices

- a) Any notice or other document which may be given by either Party under this Agreement shall be given in writing, in person or by post.
- b) In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address.

5.19 Nature of Engagement

The engagement shall be purely on retainer ship basis only. The consulting firm/bidder shall submit itself to the orders of the PIDB from time to time. The deployed team members shall devote their whole time to the duties of PIDB and

shall obey with the orders and directions issued from time to time. During the period of Agreement, the deployed team member shall not engage in any other business or other activities for financial gains.

5.20 Working Days

Deployed team members shall adhere to the official working days/holidays as per the directions/orders issued by the Government of Punjab. However, under exceptional circumstances the deployed team members shall be required to perform the duties beyond the normal working hours/days in accordance with the entrusted responsibilities.

5.21 Schedule of payments

The Schedule of payments will be under: -

Sr No.	Stage of payment	Percentage of fee Quoted
1.	Retainer fee (in 24 equal monthly installments)	80%
2.	After satisfactory completion of contract	20%

Note:

Completion of the project would be assessed on completion of all agreed deliverables related to scope of work.

Duration of Contract

Total Duration of the Project is 24 Months and extendable at the discretion of the Competent Authority with the annual increase as mutually agreed between the parties.

All personnel shall be stationed at Chandigarh at the disposal of PIDB throughout the assignment period. If at any point in time, the Board feels that a resource is not up to the mark, a replacement will be demanded in writing, and will need to be obliged within 2 weeks

Award of Extension of contract:

The period of contract is 24 months but, depending on the level of achievement and quality of performance adjudged by PIDB and the sake of compatibility with the outputs of this contract, the firm may be considered for an extension of the project by one year on mutual agreement on same terms and conditions.

Section 7: Proposal Formats

Following are the proposal formats to be used by the bidders for submitting their Proposals for selection under the RFP:

S. No.	Performa	Description
Pre-qualification		
1	Performa-1	Covering Letter
2	Performa-2	Checklist
3	Performa-3	Particulars of the Bidder
4	Performa-4	Prior Experience Form
5	Performa-5	Declaration letter on non blacklisted company/firm
6	Performa-6	Certificate from Statutory Auditor
7	Performa-7	Special Power of Attorney
Technical Bids/Proposals		
8	Performa-8	Firm Experience
9	Performa-9	A. Curriculum vitae(s) of the proposed resources B. Composition of the Task and Team members
10	Performa-10	Technical Deviations
11	Performa-11	Performance Bank Guarantee
Financial Bids/Proposals		
12	Performa-12	Financial Proposal
13	Performa-13	Prebid Query Format

Performa 1: Covering Letter

(To be filled, signed, scanned and uploaded in prequalification section of e-tendering Portal)

BID SHEET

Tenderer's Bid Reference No. & Date:

Tenderer's Name & Address:

Person to be contacted:

Designation:

Telephone No.:

Email ID:

Fax No.: To:

The Managing Director,

Punjab Infrastructure Development Board,
SCO 33-34-35, 2ndFloor, Sector 34 A, Chandigarh.

Subject: Selection of Consulting Firm for providing professional services for PPP Projects of PIDB

Dear Sir,

1. We, the undersigned, having carefully examined the referred RFP, offer to propose for the Selection of Consulting Firm for aforesaid subject.
2. **PRICE AND VALIDITY**
All the prices mentioned in our Bid are in accordance with the terms as specified in bidding documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 days from the date of opening of bids.
We do hereby confirm that our bid prices are exclusive of all taxes and levies.
3. **EARNESTMONEY**
We have paid the required earnest money through e-payment gateway. It is liable to be forfeited in accordance with the provisions of Tender document.
4. **DEVIATIONS**
We declare that all the services shall be performed strictly in accordance with the Scope of Work and specifications mentioned in the Tender document except the deviations as mentioned in the Technical deviation Performa **(Performa-10)**. Further we agree that additional conditions/ assumptions, if any, found in the Bid documents, other than those stated in deviations Performa, shall not be given effect to.

5. **BIDPRICING**

We further declare that the prices stated in our Bid are in accordance with your terms & conditions in the bidding document.

6. **CONTRACT PERFORMANCESECURITY**

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee (PBG) as per terms of the Tender document.

7. We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the Bid is true and correct to the best of our knowledge & belief.

8. Bid submitted online by us is complete in all respect as per tender.

9. We understand that you are not bound to accept the lowest or any bid that you may receive.

Thanking you,

Yours faithfully,

<Signature >

Name:
Designation:
<Seal>

Date:
Place:
Business Address:

Performa 2: Checklist

(To be filled online in prequalification section of e-Tendering Portal)

CHECKLIST & ORDER IN WHICH DOCUMENTS ARE TO BE SUBMITTED

Name of Bidder: _____

Sr. No.	Condition / Item	Yes / No	Page No.
Will be checked at the time of Pre-qualification Evaluation(Eligibility Criteria)			
1	<p>The bidder should be a single Business Entity. (Any kind of consortium/Joint Venture/Sub-contracting is not allowed). (For the purpose of this Invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act, 2013 or a partnership firm registered under the Limited Liability Partnership Act of 2008, and operating for the last 10 years in Business Consulting as of March 31,2020).</p> <p>In Corporation / Registration Certificate- Self Attested</p>		
2	<p>The bidder should have a minimum average annual turnover of INR 100 crore exclusively from Professional Fees from Govt./Public Sector consulting services in India in each of the last three years i.e. from 2016-17 to 2018-19.</p> <p>Certificate from statutory auditor (as per format mentioned in Performa 6-of this RFP) /audited financial statements for the three previous financial years with CA's Registration Number / Seal.</p>		
3	<p>The company should have at least 200 full time and permanent professional Staff including at least seven each in Technical, Financial and Legal fields on its rolls.</p> <p>Certificate by competent Head HR of the company.</p>		
6	<p>The bidder should not be blacklisted by any agency of the central/ state government, public sector undertaking at the time of bid submission.</p> <p>Self-certification from the Bidder as per Performa-5.</p>		

7	Tender fees & Processing Fees- Online Submission as mentioned in the data sheet. Acknowledgement/screenshot of fee paid online		
8	Earnest Money Deposit. Acknowledgement/Screenshot of fee paid online		

Performa 3: Particulars of Bidder

(To be filled, signed, scanned & uploaded in prequalification section of e-tendering portal)

BIDDER PARTICULARS FOR TENDER NO.

1. Name of the Company : _____
2. Registered Office Address : _____

3. Telephone No : _____
4. Fax. No : _____
-

5. PAN No. : _____
--

6. Constitution of the bidder company : _____
7. Core Business activities : _____
--

8. Experience in consultancy services (years with proof):-----
9. Date of first assignment : _____
10. Worldwide Presence : _____
11. Presence in India : _____
12. Total number of employees : _____
13. No of employees in consultancy services: _____

14. Details of main branches : _____
15. Name & address of the officer to : _____
who shall refer to shall be made : _____
regarding this Tender : _____

- E-Mail : _____
- Telephone : _____
- Fax No. : _____

16. PAN No. : _____
17. GST Reg. Number : _____

As of this date the information furnished in all parts of this form is accurate and true to the best of my knowledge.

Signature Name Designation Company Address Date

Performa 4: Prior Experience Form

(To be filled, signed, scanned and uploaded in prequalification section of e-tendering portal)

(Using the format below, provide information in respect of major assignments as Consultant for Public Private Partnership Projects by the company. Proof of work completed/in progress for Government of India/any State Government of India must also be attached)

S.No	Details of client along with address, telephone and Fax number	Year	Consulting Fees (Rs.)	Job Description
1.				
2.				

(Signature of the Authorized

Person) Date:

Name:

Place: Designation: Business

Address:

Seal :

Performa 5: Declaration Letter on Non Blacklisted Company/Firm

(To be signed, scanned and uploaded in prequalification Section of e-Tendering portal)

[Bidders are required to submit the Declaration letter as given here on their letterhead]

To

*The Managing Director
Punjab Infrastructure Development Board,
SCO- 33-34-35, Sector-34A,
Chandigarh*

Sub: Declaration for not being ineligible due to corrupt or fraudulent practices or blacklisted by any Government or Public Sector Units in India.

Dear Sir,

We, the undersigned, hereby declare that:

We are not under a declaration of blacklisted by any State or Central Government /any other Government institutions in India for any reason as on last date of submission of the Bid or convicted of economic offence in India for any reason as on last date of submission of the Bid.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name Designation

Seal Date:

Place:

Business Address:

Performa 6: Certificate from Statutory Auditor

(To be filled, signed, scanned and uploaded in prequalification section of e-tendering portal)

(On the letterhead of statutory auditor)

*The Managing Director
Punjab Infrastructure Development Board,
SCO- 33-34-35, Sector-34A,
Chandigarh*

CERTIFICATE

We hereby certify the following information on the basis of the audited Profit and Loss Accounts for the Financial Years ended on 31 March 2017, 31 March 2018 and 31 March 2019 of [Name and Address of the Bidder].

Financial Year ended on	Turnover from Consultancy Services (exclusive of taxes) (Amount in INR)
31 March 2017	
31 March 2018	
31 March 2019	
Average Turnover for the above mentioned financial years	

We further certify that [Name of the bidder] is providing consultancy services for more than last Ten years and has average annual turnover is Rs. 100crores (exclusively from professional services) on account of Government sector/Public Sector consulting services in India in each of the last three financial years (FY 2016-17, FY 2017-18 and FY 2018-19).

Signature, Address, Seal & Membership No. of Chartered Accountant

Performa 7: Special Power of Attorney

(To be filled, signed, scanned and uploaded in prequalification section of e-tendering Portal)

SPECIAL POWER OF ATTORNEY

Know all men by these presents that we <<name of company>> incorporated in India under the Companies Act, 2013 and having its registered office at <<registered office address>>(India) (Hereinafter called the "Company") do hereby nominate, constitute and appoint <<name of person in whose favour authority is being made under the attorney >>, <<Designation of the person>>, s/d/o <<father's name of the person>>, to be true and lawful attorney in fact and at law of the Company for and in the name and on behalf of the Company, to do, execute and perform all or any of the following acts, deeds, matters and things namely:-

1. To appear for and represent the Company to all intents and purposes in connection with the matters pertaining to signing and submission of tender (No/<<.. >>) for selection of Bidder for <<project name>> and all affairs ancillary or incidental thereto.
2. And the Company hereby agree that all acts, deeds and things lawfully done by the said attorney shall be construed as acts, deeds and things done by the Company itself on the above matter and the Company hereby undertakes to ratify and confirm all and whatever its attorney shall lawfully do or cause to be done for and on behalf of the Company by virtue of the powers here by given.

In witness whereof <<name of person authorized to execute the attorney on behalf of Company>>, <<Designation of the person>> of the Company acting for and on behalf of the Company under the authority conferred by the <<reference of body/notification/ authority orders like Board of Directors of the Company>> in its <<reference/ number/ meeting held on>> dated <<date of reference>> has signed this Power of Attorney at <<place>> on this day of <<day>> <<month>>, <<year>>.

The signatures of <<name of person in whose favour authority is being made under the attorney >> given below are hereby certified.

<<signature, name & designation of person executing attorney and name of company>>

WITNESS:

<<signature, name & designation of person witness to this attorney>>

<<signature&nameofthepersoninwhosefavourauthorityisbeingmadeunder
the attorney>>

CERTIFIED:

<<signature, name & designation of person executing attorney and name
ofcompany>>

Performa 8: Firm Experience

(To be filled, signed, scanned and uploaded in technical section of e-tendering Portal)

Projects	Year	Name of the client	Description of assignment including location	Duration of assignment	Cost of assignment
1					
2					
3					
4.					
5.					

This is to certify that the above information has been examined by us on the basis of Letter of Award/Agreement for the assignments & other relevant information, in support of projects wherein minimum contract value is INR 1 crore.

(Signature of the Authorized Signatory)

Note-: Copies (relevant pages) of work orders/agreement/letter of award/extension letters/completion certificates must be duly certified by the authorized signatory of the bidding company to be enclosed in support of projects.

Performa 9: Proposed Team's Experience

9. A Curriculum Vitae(s) of the proposed resources

(To be filled, signed, scanned and uploaded in technical section of e tendering portal)

<<Picture of the proposed resource>>	1.Name			
	2.Proposed Position:			
	3.Date of Birth			
	4.Education:			
5. Employment Record	From	To	Company	Position Held
6. Brief Profile				
7. Languages				
8. Work Undertaken that Best Illustrates Capability to Handle the Task Assigned				
9. Nature of Work: Year: Location: Company: Position Held: Main features: Activities Performed:				

(Name and Signature of Authorized Signatory)

Performa 9. B: Composition of the Team and Tasks of Team Members

(To be filled, signed, scanned and uploaded in technical section of e-tendering portal)

Sr. No.	Name	Present Designation	Number of years on Payroll of the bidder	Minimum Qualification and Experience (In Years)	Proposed Position	Task Assigned

We undertake that the professionals as mentioned above shall remain with the assignment till the end of contract. Any change in the above composition of personnel shall not be done without prior permission of PIDB.

(Name and Signature of Authorized Signatory)

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of Bidder:

Address:

Performa 10: Technical Deviations

(To be filled, signed, scanned and uploaded in technical section of e-tendering portal).

Name of Bidder: _____

Subject: Selection of Consulting Firm for providing professional services for PPP projects

Following are the Technical deviations & variations from the exceptions to the specifications as mentioned in RFP. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be provided as per your specifications and documents.

S No.	Clause No	Page No	Statement of deviations and variations

Date

Place

Signature

Name

Seal

Performa 11 : Performance Bank Guarantee

Punjab Infrastructure Development Board,
SCO- 33-34-35, Sector-34A,
Chandigarh

This deed of Bank Guarantee made this <<day>>day of <<month>><<year>>by <<Name of Bank>> having its office at <<office address of the Bank>>, hereinafter referred to as “**The Bank**” which expression shall include their successors, in favor of Punjab Infrastructure Development Board (PIDB), SCO 33-34-35, Sector-34 A, Chandigarh (hereinafter referred to as “Board” which expression shall include their successors).

2. WhereastheBoardhasissuednotificationno.<<Notificationno.>>dated <<date of notification>>to M/s <<Name of the Company>> a company incorporated in India under the Companies Act, 1956 and having its registered office at <<registered office address>>(India) and place of business at<<business address of company>>hereinafter referred to as “**The Company**” (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) for Selection as Consulting Firm for <<project name>>.

3. In consideration the Board selecting the Company as to <<project name>>as per the terms and conditions of the Agreement entered into between the Board and the Company, we the Bank, hereby irrevocably and unconditionally guarantee to pay the Board on first demand without demur any sum up to Rs <<amount>>(Rupees <<in words>>) merely on claim or demand by telex and/ or writing by the Department by reason of breach by the Company of any of the terms or conditions contained in the said Agreement or by reason of the Company’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.

4. We, the Bank, undertake to pay to the Board any money so demanded notwithstanding any dispute(s) raised by the Company 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 valid discharge of our liability for payment there under and the Company shall have no claim against us for making such payment.

5. The Bank’s liability herein contained in this guarantee shall not be impaired or discharged by any extension of time or any forbearance of neglect on the part of

the Board or any variations or alterations made, considered or agreed to with or without knowledge or consent of the Bank by or between the Board and the Company.

6. The guarantee shall remain in all 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 Board under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or up to 30 months from the date of its execution i.e. upto <<day>> day of <<month>> <<year>>, or the Board certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the Company and accordingly discharges this guarantee
7. We, the Bank, further agree with the Board that the Board 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 Company from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the Company and to forbear or enforce any 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 Company or for any forbearance, act or omission on the part of the Board or any indulgence by the Board to the said Company or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
8. The Bank Guarantee shall not be discharged due to any change in the constitution of the Bank or the Company.
9. NOTWITHSTANDING anything contained herein,
 - a. Our liability under this Bank Guarantee is restricted to Rs <<amount>> (Rupees <<in words>>),
 - b. This Bank Guarantee shall be valid up to dd.mm.yyyy inclusive of the claim period,
 - c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the Board serve upon us a written claim or demand on or before dd.mm.yyyy.
10. We, the Bank, undertake not to revoke this Bank Guarantee during its currency except with the previous written consent of the Board in writing and the guarantee shall be continuous and irrevocable upto the sum stated hereinabove.

Place:

Date: (Signature of Authorized signatory & Stamp of Bank)

Performa 12: Financial Proposal

(To be filled, signed scanned and uploaded in financial section of e-tendering portal)

(On Bidder's letter head) [Location, Date]

FROM: [Name of Bidder]

.....

..... To
 The Managing Director,
 Punjab Infrastructure Development Board,
 SCO 33-34-35, 2nd Floor, Sector-34 A,
 Chandigarh

Sub: Selection of Consulting Firm for providing professional services for PPP projects

Dear Sir,

We, the undersigned, offer to provide the professional services for PPP projects for PIDB.

In accordance with your RFP, Our Financial Proposal for Assignment is for the sum total of Rs..... (In lacs)(Amount in words and figure) This amount is exclusive of taxes. The breakup of the amount resource wise is as under:

Sr. No.	Manpower	ManMonths A	Man Month ratesB	Total C (A*B)
A.	Personnel Deployment			
1.	Procurement Consultant	24		
2.	Legal Consultant	24		
3.	Finance Consultant	24		
	Sub-Total (1 to 3)			
B.	Other Expenses			
i)	* Travelling per visit			
ii)	** Lodging per visit			
iii)	Misc. / any other expenditure (please attach complete details)			
	Sub-Total (i) to (iii)			
	Fee (without GST/Applicable Taxes) inn figures and in words			
	GST/Taxes as applicable			

	Total fee (with GST/Applicable taxes) in figures and words			
--	--	--	--	--

Entitlement:

a) * Travelling Entitlement

- By Air: Economy Class (only if the distance is beyond 250 kilometer)
- By Rail: AC Chair Car/AC Two tier sleeper/1st Class
- By Road: Own Motor Car Rs. 6/- per Kilometer
Actual Bus Fare of AC Bus/Auto Rickshaw/Taxi (Indica/Indigo/Non AC or equivalent)

b) ** Boarding & Lodging Entitlement

Reimbursement of actual expenditure towards normal single room rent in a Hotel of a category not above 3 Star.

1. Our Financial Proposal shall be binding upon us up to the expiration of the validity period of the Proposal, as per RFP.....
2. This financial proposal covers remuneration for all the Personnel (Expatriate and Resident ,in the field, officeetc),equipment, surveys, overhead charges viz. travelling, boarding and lodging and out of pocket expenses. The Financial Proposal is without any condition.
3. The offer price quoted by us is inclusive of all not specifically mentioned in the RFP document, but essential for successful completion of assignment.
4. 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 in force in India.
5. These rates would be valid for the period of assignment and any additional manpower required would be provided on the above mentioned rates. These rates will also be used in case of subsequent reduction in manpower.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Bidder:

Address:

Performa 13: (Prebid Query Format)

(To be submitted by the bidder on company's letter head at the time of submission of Pre bid queries along with the proof of purchase of tender document)

Name of the Company:

Queries must be sent in the following format:

Sr No.	Reference (Page No. / Para/ Sub Para No. & Heading / Sub Heading	Existing Clause / text	Clarification / Amendment Sought	Suggestions / Remarks (ifany)
1				
.				
N				

(Authorised signatory & seal of
Company) Date :

Appendix A: Contract Agreement

Date:

Reference No. :PIDB/CF/2020/01

CONTRACT AGREEMENT

THIS AGREEMENT is made on the <<day>>day of <<month>>2020.

BETWEEN:

Punjab Infrastructure Development Board(A Punjab Govt. undertaking) having its office at SCO 33-34-35, Sector 34 A, Chandigarh – 160017, India hereinafter referred to as “**PIDB**” (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) of the FIRST PART; **AND**

M/s <<name of selected company>>, incorporated in India under the Companies Act, 1956 and having its registered office at <<registered office address>>(India) and place of business at <<business address of company>>hereinafter referred to as “**The Company**” (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) of the SECOND PART;

WHEREAS

- (I) PIDB is desirous of appointing Consulting Firm for providing PPP professionals for PPP projects of PIDB.
- (II) The **Company** having represented to PIDB that it has the required professional skills and personnel and technical resources, has agreed to provide the equipment, services on the terms and conditions set forth in this Contract;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- (a) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP.
- (b) The following documents in relation with Request for Proposal issued for selection of bidder shall be deemed to form and be read and construed as part of this Agreement viz:
 - 1) Invitation for Bids.
 - 2) Instructions to Bidders(ITB).
 - 3) General Contract Conditions(GCC).
 - 4) Scope of Work(SOW)..

- 5) All Annexure, amendments, supplements, corrigendum or clarifications thereto.
- 6) Award of Contract.
- (c) The contract shall begin from the date of signing of the contract, as and when the Project would be assigned to the Company.
- (d) The mutual rights and obligations of the Department and the Company shall be as set forth in the Contract, in particular:
 - 1) the company shall carry out the services in accordance with the provisions of the Contracts;
 - 2) the company shall provide services in conformance to terms and conditions laid out in RFP and strictly avoid conflicts with other assignments/ jobs, downstream projects or their corporate interests and act without any consideration for future work; and
 - 3) PIDB shall make payments to the Company in accordance with the provisions of the Contract.

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

Signed by:
(Name and designation)

Signed by:
(Name and designation)

Authorized Signatory of the
Company

Authorized Signatory of the
Company

Witness

Witness