

**Omnibus Industrial Development Corporation of
Daman & Diu and Dadra & Nagar Haveli Limited**



(A Govt. Undertaking)

REQUEST FOR PROPOSAL (RFP)

SELECTION OF TRANSACTION ADVISOR (TA)

FOR

DEVELOPMENT OF HOTEL / RESORT AT

JALANDHAR, DIU

ON PUBLIC PRIVATE PARTNERSHIP BASIS

E-Tender (On Line) Invitation Notice

The Joint Managing Director, OIDC, Daman and Diu & DNH, on Behalf of OIDC Ltd invites online tender on <https://www.oidc.nprocure.com> from approved and eligible Consultancy Firms/ Agencies.

Sl. No.	Name of work	Earnest Money Deposit	Tender fees non refundable
(1)	(2)	(3)	(4)
1	Transaction Advisor for providing Consultancy services to OIDC for the project: "Development of Hotel/Resort at Jalandhar, Diu"	Rs. 2,00,000/- in form of FDR/DD	Rs. 5,000/- in form of DD
*On line downloading Starting of tender			10.10.2014 at 11.00 am
*Last date for downloading of tender documents			Up to 08.11.2014, 16.00 hrs.
*On line Submission of tender			Up to 08.11.2014, 16.00 hrs.
Physical submission of Technical Document as per RFP			10.11.2014 upto 15.30 hrs.
*On line opening of Technical Bid			10.11.2014 at 16.00 hrs.
Opening of Financial Bid			17.11.2014 at 15.30 hrs
Pre Bid Meeting at Corporate Office of OIDC, Plot No. 35, Somnath, Daman on 27.10.2014 at 11.30 am			
*Bidders have to submit price bid in electronic format only on https://www.oidc.nprocure.com website till the last date and time for submission. Price Bid in physical format shall not be accepted in any case.			
The tender form along with all details including schedules and terms and conditions can be down loaded from the Web Site https://www.oidc.nprocure.com . The tender fees (non refundable) in form of DD in favour of undersigned may be kept in Bid along with above mandatory documents. The price shall be opened to those agencies who qualify.			
Submission of tender fees in form of DD& EMD in form of DD/FDR, Registration Number with Certificate, PAN Card number, Service Tax No, MoU etc and as per the eligibility criteria all documents has to be uploaded. These are the mandatory documents required to be uploaded and hard copy of above mentioned documents shall be submitted to the tender inviting authority by RPAD/Speed Post. However, Tender inviting Authority shall not be responsible for any postal delay. The said documents can also be deposited in the office of the undersigned. In case the supplier/s not enclosed any of above documents, he/she/they will be disqualified and the price bid shall not be opened.			
The Tender Inviting Authority reserves the right to accept or reject any or all the tenders to be received without assigning any reasons thereof.			
In case bidder needs any clarification on the Tender Document or Scope of Work, they can contact in the Corporate office of the OIDC Ltd at Plot No. 35, Somnath, Nani Daman, Daman – 396 210 during office hours. Tel: 0260 2244731. In case bidder needs any clarification or if training required for participating in online tender, they can contact the following off:- “(n) Code Solution-A Division, GNFC Ltd” 403, GNFC Info Tower, Bodakdev, Ahmedabad-380054, Gujarat (India) E-Mail:nprocure@gnvc.Net Fax+91 79 26857321 Website: www.nprocure.com			

(Ramesh Verma)
Joint Managing Director
OIDC Ltd

Copy to:

1. All Head of Office, for vide publicity.
2. F.P.O. for vide publicity.
3. National Information Centre, Silvassa for vide publicity through Internet on web site www.dnh.nic.in, www.daman.nic.in.

**REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF TRANSACTION
ADVISOR FOR DEVELOPMENT OF HOTEL / RESORT AT JALANDHAR, DIU
ON PUBLIC PRIVATE PARTNERSHIP (PPP) BASIS**

On behalf of Omnibus Industrial Development Corporation of Daman & Diu and Dadra & Nagar Haveli Limited, the General Manager (Projects) invites **Request for Proposal (RFP)** from experts/ consultants to be appointed as Transaction Advisor for the following project:

“DEVELOPMENT OF HOTEL / RESORT AT JALANDHAR, DIU”
(Hereinafter, the above Project shall be referred as “Project”)

The Request For Proposal (RFP) document is available in www.daman.nic.in. and <https://www.oidc.nprocure.com> The bidders shall apply for the project on-line only.

(Ramesh Verma)
Joint Managing Director
OIDC Ltd

DISCLAIMER

The information contained in this Request for Proposal document (“**RFP**”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the O IDC Ltd (Authority) or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This Request for Proposal (RFP) is an invitation by O IDC Ltd to get Technical Bid and Financial Bid from the Applicants.

This RFP is not an agreement and is neither an offer nor invitation by the O IDC Ltd to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the O IDC Ltd in relation to the Transaction Advisory services. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the O IDC Ltd, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Reasonable care has been taken in its preparation and all information has been compiled in good faith. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants 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. The O IDC Ltd accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

The OI DC Ltd also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

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

The issue of this RFP does not imply that the OI DC Ltd is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Transaction Advisory services and the OI DC Ltd reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.

The Applicant 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 the OI DC Ltd or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the OI DC LTD shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF TRANSACTION ADVISER IN OI DC LTD FOR DEVELOPMENT OF HOTEL / RESORT AT JALANADHAR IN DIU ON PUBLIC PRIVATE PARTNERSHIP (PPP) BASIS

1. INTRODUCTION

1.1 BACKGROUND

Diu is a tiny island situated slightly off the course of Kathiawad near the port of Veraval in Gujarat with a coastal length of 21 kms. Diu is located at a distance of about 758 kms from Daman, the Capital of the Union Territory of Daman and Diu.

The district of Diu is situated between the parallels 20°-44'-34" and 20°-42'-00" of latitude north and between the meridians 71°-00'-24" and 70°-52'-26" of longitude east of Greenwich. Its length from the extremes north and south measures 4.6 kms and width from east to west measures 13.8 kms. The altitude is 6 meters above sea level. The topography is generally plain. The hillocks attain maximum height of 30 metres.

Diu is bounded by Junagadh and Amreli District of Gujarat in the North and by the Arabian Sea from three sides. It is connected by two bridges with the mainland. The nearest railway station is Delwada at the distance of 9 kms from Diu.

The climate of Diu is normally pleasant throughout the year. The Monsoon season lasts from June to September with maximum rainfall being 25" or 63.5 cms. The mean maximum temperature does not exceed 38°C and the minimum does not fall below 15°C during summer. In winter the temperature ranges from 20° to 25° C.

The island of Diu is depicted in the map below :



1.2 About OI DC:

Omnibus Industrial Development Corporation of Daman & Diu and Dadra & Nagar Haveli Limited, a Govt. Undertaking was incorporated on 27th March'1992 under the Company's Act 1956. OI DC Ltd has emerged as a truly Omnibus Corporation performing multifarious functions. The main activities performed by OI DC Ltd in the UT of Daman & Diu and Dadra and Nagar Haveli are:

- 1) Development of industrial estates
- 2) Supply of quality liquor
- 3) Housing for EWS
- 4) Infrastructure development
- 5) Development of tourism infrastructure

1.3 About the Project:

Omnibus Industrial Development Corporation of Daman & Diu and Dadra & Nagar Haveli Limited is the nodal agency for tourism development in the Union Territory of Daman & Diu and intends to develop a Hotel / Resort at Jalandhar, Diu on Public Private Partnership (PPP) Basis.

The land identified for the Project near Jalandhar Beach has an area of approx. 3439.72 Sq. mtrs (Survey No. 143/2A, 143/4A, 143/4B and 143/4). At present the premises is being used as a Government Circuit House, Annexe. The UT Administration intends to demolish the same and develop a Hotel / Tourist Resort on PPP mode. The land area map is at Annexure – I.

With a view to inviting bids for the Project, OI DC has decided to conduct a feasibility study for determining the technical feasibility and financial viability of the Project. If found technically feasible and financially viable, the Project may be awarded on suitable basis to a private entity (the “Concessionaire”) selected through a competitive bidding process. The Project would be implemented in accordance with the terms and conditions stated in the concession agreement to be entered into between the OI DC and the Concessionaire.

1.4 Request For Proposal

The OI DC Ltd invites proposals for selection of a Transaction Advisor who shall prepare a technical and commercial feasibility report, develop a Revenue Model, prepare bid documents including RFQ, RFP, License / Concession Agreement, necessary advertisement format, facilitating the marketing of the project, bid evaluation and hand-holding till the financial closure of the project, in conformity with the scope of the work prescribed in this document. The Transaction Advisor so appointed shall assist the OI DC Ltd in the bidding process for selection of the private entity (Concessionaire) to develop the project on PPP mode.

1.5 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the local conditions, facilities, infrastructure available at Jalandhar to assess the potential to Develop Hotel. Bidders may also like send queries to the OI DC Ltd for any clarification which shall be given during the Pre-Bid Conference to be held on the prescribed date.

1.6 Download of RFP Document

The RFP Document can be downloaded from the following websites:

- i) <https://www.oidc.nprocure.com>
- ii) www.daman.nic.in

However, the bidders shall apply on-line only. The mandatory documents prescribed in this document shall be submitted before the prescribed dates physically in the office of the OI DC at the following address:

The Joint Managing Director,
OI DC Ltd,
Plot No. 35,
Somnath,
Nani Daman.
Daman 396 210.
Phone: 0260- 2241120 / 2244731 Fax: 0260 - 2241108

At the same time, it shall be the responsibility of the bidders to make the payment of the RFP document of Rs. 5000/- in the form of DD only along with the mandatory documents.

1.7 Validity of the Proposal

The Proposal shall be valid for a period of minimum 120 days from the Proposal Due Date (the “PDD”).

1.8 Currency of payment

All payments to the Transaction Advisor shall be made in Indian Rupees (INR) in accordance with the provisions of this RFP.

1.9 Pre-Proposal visit to the Site and inspection of data

Prospective applicants may visit the Site and review the available data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the nodal officer if required specified below:

Name of the Officer : Manager (Projects)
Phone : 0260 – 2241120 / 2241112
Mobile : 9727775397

1.10 Pre-Proposal Conference

The date, time and venue of Pre-Bid Conference shall be:

Date : 27.10.2014
Time : 11.30 am
Venue : OI DC Ltd, Corporate Office, Plot No. 35, Daman – 396 210.

1.11 Communications

1.11.1 All communications including the submission of Proposal should be addressed to:

The Joint Managing Director,
OIDC Ltd,
Plot No. 35,
Somnath,
Nani Daman.
Daman – 396 210.
Phone: 0260- 2241120 / 2244731 Fax: 0260 - 2241108

1.11.2 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

**“SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF
HOTEL / RESORT AT JALANDHAR, DIU”**

1.12 Presentation

The Transaction Advisor will have to make a presentation of the Technical Proposal to the OI DC. The presentation shall cover in sufficient detail the appreciation of the project, conceptual design, proposed organisational structure, work plan, implementation strategy etc. The objective of the presentation is to evaluate the Transaction Advisor regarding their understanding and preparations for the assignment and get clarifications, if any, as required by the OI DC. The date and venue of presentation will be decided by the OI DC and intimated atleast one week in advance.

2. OBJECTIVES AND SCOPE OF WORK

2.1 Objectives

The objective of this project is to successfully develop a comprehensive Public-Private Partnership (PPP) structure and its legal, commercial and financial guidance documents to assist the OI DC Ltd in selection of private sector partner by adopting the PPP structure appropriate for this project and to continue to assist till signing of the Concession Agreement. The main objective of the proposal is to provide and ensure the visiting tourists a quality high end accommodation which shall not be a rating less than Three (3) star.

2.2 Scope of Work

The scope of services shall include but not be limited to the following:

- a) The Transaction Advisor will be retained upto the signing of an effective PPP concession agreement for the proposed project. The objective of this Consultancy service is to produce a financially viable concession that would address the principal issues related to project risks and adequate returns to the concessionaire.
- b) The selected bidder shall undertake detailed surveys including primary and secondary from all sources to establish a solid reason to develop such a Resort at Jalandhar.

- c) All necessary site investigation surveys etc. shall be conducted to establish the type of structure which can be provided in such a land. The site survey shall also include all soil surveys, geo-technical surveys etc. Identifying issues that could have technical, environmental, commercial and financial implications
- d) The bidder shall also conduct a detailed market assessment study related to demand analysis, future needs, impact of future policies etc.
- The bidder shall submit a pre-feasibility report based on the various analysis done and shall be submitting a report thereon including the market analysis report, undertake Sensitivity Analysis for understanding the financial impact of various provisions in the Concession Agreement.
 - Optimize the project structure under various implementation options.
 - Estimate the values of basic bidding criteria, for evaluation of the reasonableness of the financial proposals.
- e) Develop a cash flow model to maximise the return to the OI DC Ltd;
- f) The Bidder has to ensure compliance of all applicable Govt. laws including compliance of Building bye-laws, CRZ norms and/or any other laws applicable for the Project.
- g) The bidder shall prepare the final feasibility report based on the discussions, suggestions etc. which may also include any other analysis, surveys which may be required for better understanding of the Project.
- h) Based on the accepted feasibility study, the bidder shall prepare and submit alternative, (not less than 3) revenue models to way forward the project. It shall include the following:
- To forecast revenues for the Project based on Market benchmarking of similar facilities.
 - Conduct risk assessment by and identifying the allocation of risks, proposing changes in the risk allocation that will make the concessions more attractive to the private sector without significantly increasing the liabilities on the OI DC Ltd.

- Finalise a framework for the bidding package in consideration of a variety of specific factors including:
 - ✓ the requirements for a fixed time schedule performance parameters; and
 - ✓ the terms for early termination
- i) The bidder shall prepare the Detailed Project Report based on the feasibility study which shall include the detail estimate of cost (Phase wise).
- j) The Scope of Services specified in this Clause are not exhaustive and the Transaction Advisor shall undertake such other tasks as may be necessary to appraise the project financially, prepare the Revenue Model and successfully complete the bid process for the Project.

3. ELIGIBILITY CRITERIA

3.1 Conditions of Eligibility of Applicants

To be eligible for evaluation of its proposal, the Applicant shall fulfil the following:

- a) Tender Fee Rs.5,000/- in the form of DD
- b) EMD Rs. 2,00,000/- in the form of FDR/DD
- c) Company/Firm Registration Details with certificates
- d) PAN card details and Service Tax Regn. No.
- e) Turn Over details of last three Financial Years along with CA certificates
- f) Audited Balance Sheet of last three years
- g) Copy of Income Tax Return (ITR) for 2010-11,2011-12 and 2012-13
- h) In case the applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection process either individually or as a Lead member of a consortium of firms in response to this invitation.

3.2 Minimum Eligibility Criteria

The applicant shall meet the below mentioned criteria:

a) Technical Capacity :

The Applicant shall have undertaken a minimum of 5 (five) eligible assignments as specified in clause 12.1.4 of which atleast 2 (two) should be PPP projects and atleast one should be relating to Advisory services for a Three / or above Star Hotel with minimum 100 rooms.

b) Financial Capacity:

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

4. BID PROCESS MANAGEMENT

- 4.1 The TA shall assist OI DC in finalisation of bid document
- 4.2 Shall assist in finalising the bidding process, the qualification parameters and the criteria for evaluation of proposals;
- 4.3 Shall prepare draft RFP and finalize the same in consultation with the OI DC Ltd.
- 4.4 Shall address bidder's queries and evaluate RFP proposals.
- 4.5 Finalise the concession agreement for signing between Concessionaire and OI DC Ltd.
- 4.6 Obtaining all undertakings, submissions and warranties from the selected concessionaire.
- 4.7 The Bidder shall assist the OI DC Ltd in the entire bidding process upto the signing of the Concession agreement.

5. DELIVERABLES

The Transaction Advisor must also provide to OI DC Ltd all the drafting, bidder communication and administrative support necessary for the entire bidding process to be conducted in accordance with applicable law and policy and to the highest standards of efficiency, quality and integrity.

6. PAYMENT SCHEDULE AND TIME LINE

The selected Consultant / Firm shall be paid overall fees quoted by them according to progress made on the project as per the following schedule after approval of the same by the Competent Authority.

Module	Description of Module to be submitted	Deliverable	Payment	Time Limit
Module 1	Preliminary Assessment	On Acceptance of Inception Report	10% of Fee quoted by bidder	2 Weeks
Module 2	Technical Viability	On Acceptance of Pre-Feasibility Viability Report	20% of Fee quoted by bidder	6 Weeks
Module 3	Financial Feasibility	On Acceptance of Final Feasibility Report	20% of Fee quoted by bidder	8 Weeks
Module 4	Project Structuring	On Acceptance of Bid Documents	20% of Fee quoted by bidder	4 Weeks
Module 5	Bid Process Management	On Acceptance of Evaluation Report & signing of concession agreement	30% of Fee quoted by bidder	4 Weeks

Brief description of Modules are as under:

a) Module 1: Preliminary Assessment:

The Inception Report should summarise the review of documentation undertaken by the Transaction Advisor. It should specify the evaluation methodology, exact focus and scope of the exercise. It should define the Work Plan, understanding of the RFP and the strategy to be followed.

b) Module 2: Technical Viability:

The Pre-Feasibility Viability Report should enable OI DC to decide whether to proceed further or not. It should include needs and options analysis, legal and technical feasibility and identification of next step required.

c) Module 3: Financial Feasibility:

The Final Feasibility Report should consist of careful analysis of cost and projected revenues, surveys, models etc. The main utility of this report is to enable OI DC to decide whether to go forward with the project or not.

d) Module 4: Project Structuring:

This should include submission of all Bid documents and other relevant documents as per the RFP.

e) Module 5: Bid Process Management:

The Evaluation Report should include all findings, conclusions, recommendations and lessons learnt during the assessment process. It should explain the strengths and weaknesses, make recommendations and explain the basis for recommendation. The final payment shall be released only after signing of concession agreement.

7. REPORTING

- 7.1 The Transaction Advisor will work closely with the O IDC Ltd. The O IDC Ltd has established a Working Group (WG) to enable the conduct of this assignment. A designated Project Manager of the O IDC Ltd will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the Transaction Advisor's outputs, facilitating discussions, and ensuring required reactions and responses to the Transaction Advisor.
- 7.2 The Transaction Advisor may prepare Issue Papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the O IDC Ltd.
- 7.3 The Transaction Advisor will make a presentation on the inception report for discussion with the management of O IDC Ltd. This will be a working document. The Transaction Advisor is required to prepare and submit a monthly report that includes and describes, *inter alia*, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding the scope of work and related issues; and so on. The Transaction Advisor's work on the scope of work tasks should continue while the report is under consideration and is being discussed.
- 7.4 Regular communication with the WG and the Project Manager is required in addition to all key communications. This may take the form of telephone/teleconferencing, emails, faxes, and occasional meetings.

8. KEY PERSONNEL

8.1 The Assignment Team for this Transaction Advisory services shall be experts in the field of Planning/Architecture/ engineers; Hotel Management experts and in specific the following key personnel (the “**Key Personnel**”) shall also discharge their respective responsibilities as specified hereafter:

Key Personnel	Responsibilities
Financial Expert cum Team Leader	He will be responsible for the financial analysis and modelling of the project and will be responsible for all the financial aspects for this assignment.
Project Expert	Preparation of Detailed Project Report and Bid documents as mentioned in the scope of work. Responsible for compliance of all technical aspects of this assignment
Sector Expert	Responsible for architecture and planning of this project

The bidders shall submit their CV of all the experts along with their commitment letter to be available in this project.

8.2 The applicant shall offer and make available all Key Personnel meeting the requirements specified below:

Key Personnel	Educational Qualification	Professional Experience (in yrs.)	Relevant Experience on Eligible Assignments
Financial Expert cum Team Leader	MBA (Finance)/CA/CFA	10	Five (5) Successfully Completed Projects out of which at least 2 eligible projects should be done on PPP as a Team Leader.
Project Expert	Bachelor’s degree in Civil Engineering	5	5 Successfully Completed Projects out of which atleast 2 eligible projects should be done on PPP.
Sector Expert	Bachelor in Architecture	5	He should have experience in architecture, design and planning of tourism properties such as Hotels/Resorts/Guest Houses

8.3 In addition to Key Personnel, all the prospective Transaction Advisors shall have sufficient qualified personnel and resources to accomplish all the services described herein with the prescribed time. The Transaction Advisor should be capable of furnishing all necessary professional, technical and expert services as required to complete all the elements of assignment described in the Scope of Work. O IDC Ltd is seeking a Transaction Advisor who can bring together a team of professionals and sub-professionals capable of completing all aspects of the assignment. The Transaction Advisor shall also have legal expertise to comply with all the legal aspects of the assignment. This will require a high degree of management and technical expertise directly related to structuring of Public Private Partnership for similar projects.

RFP

9. TERMS AND CONDITIONS

- 9.1** Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 9.2** An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 9.3** The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the past three financial years. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.
- 9.4** The Applicant shall bear all costs associated with the preparation and submission of its proposal.
- 9.5** All documents submitted by the Applicant will be treated as confidential and will not be returned to the Applicant and shall become the property of OI DC.
- 9.6** An Applicant shall not have a conflict of interest that may affect the Selection Process. Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the OI DC Ltd shall forfeit and appropriate the Bid Security as the genuine pre-estimated compensation and damages payable to the OI DC Ltd for, *inter alia*, the time, cost and effort of the OI DC Ltd including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the OI DC Ltd hereunder or otherwise.

- 9.7** No Applicant or its Associate shall submit more than one Application for the Transaction Advisor assignment. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.
- 9.8** Notwithstanding anything contained in this RFP, the OI DC Ltd 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.
- 9.9** Failure by any Applicant to provide all of the information required in the proposal or any additional information requested by OI DC Ltd may lead to rejection of the Applicant's proposal in its entirety.
- 9.10** Wherever required by applicable laws, OI DC Ltd shall deduct taxes at source, from the amounts payable.
- 9.11** The Transaction Advisor shall submit to OI DC Ltd two (2) copies of the final output envisaged in the Scope of Services including the RFP and Concession Agreement. All the reports and agreements shall be submitted on CDs (2 sets) containing all basic as well as processed data.
- 9.12** In case of difference in Original and copy of submission, the Original shall prevail.
- 9.13** Acknowledgement by Applicant
- 9.13.1** It shall be deemed that by submitting the Proposal, the Applicant has:
- (a) made a complete and careful examination of the RFP;
 - (b) received all relevant information requested from the OI DC Ltd;
 - (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the OI DC Ltd or relating to any of the matters referred to in Clause above;
 - (d) satisfied itself about all matters, things and information, including matters referred to 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.

- 9.14** The O IDC Ltd shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or issue arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the O IDC Ltd.
- 9.15** At any time prior to the deadline for submission of Proposal, the O IDC Ltd may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment.
- 9.15.1** The amendments will also be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.
- 9.15.2** In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the O IDC Ltd may, in its sole discretion, extend the Proposal Due Date.
- 9.16** The Proposal with all accompanying documents and all communications in relation to or concerning the Selection Process shall be in English language.
- 9.17** The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the O IDC Ltd prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.

10. CONTENTS OF PROPOSAL

Once submitted, the proposal, including the composition of the consulting team, cannot be altered without prior written consent of OI DC Ltd. The proposal should be submitted in two sets; i.e. one original and one copy in the prescribed formats as under:

Proposed Forms

Annexure – I	Land area map of Jalandhar, Diu
Annexure – II	Bank Guarantee for Performance Security
Form 1	Letter of Proposal (Technical Proposal)
Form 2	Power of Attorney
Form 3	Consultant’s Organisation and Experience
Form 4	Information regarding any conflicting activities and declaration thereof
Form 5	Format for Financial Proposal Submission

10.1 Transmittal Letter and Title Page

Include a transmittal letter containing a brief statement of the respondent’s understanding of the work to be done and an indication of positive interest in performing this work the OI DC Ltd.

10.2 Table of Contents

Include a Table of Contents listing the various sections included in the proposal.

10.3 Proposal Contents

Each Bidder shall submit the proposal in accordance with the forms provided with the RFP Document. This shall contain technical and financial proposals and other submittals as indicated. Each Bidder must also include an Executive Summary that summarizes important features of the proposal, brief description of the Transaction Advisor’s approach to the scope of work, a description of the project team and a description of how the proposed team meets the requirement set forth in this RFP. The Executive Summary should not be more than 2 to 3 pages in standard font and spacing.

10.4 Team Identification and Organizational Chart

Identify your firm and each key professional by name, primary representative and title, address of offices, telephone and fax numbers and email address. Indicate the business structure of your firm (i.e. whether your firm is a Corporation, Joint Venture, Partnership or Sole Proprietor). Indicate the name(s) of the owner(s) of your firm.

10.5 Services and Work Plan

The proposal should include a work plan describing the services, approach and methodology proposed for accomplishing the scope of work. The proposed phasing of the Project should be discussed. The proposal should be sufficient in detail to allow an objective analysis of the firm's capabilities and envisioned work plan in comparison with competing firms. Discuss the roles and responsibilities of the project team.

10.6 Qualifications and Experience

The proposal must supply information concerning the qualifications and experience of the proposed project team for this assignment.

10.7 Undertaking regarding Conflict of Interest

Transaction Advisor must submit an undertaking clearly indicating that they or their associates will not participate directly or indirectly in submitting bid on behalf of the Private Entrepreneur so that there will not be any conflict of interest.

10.8 Proposal Validity Period

Proposal Validity Period must be minimum 120 days from the Proposal Due Date.

11. SUBMISSION OF PROPOSALS

11.1 Bid Security

11.1.1 The Applicant shall furnish as part of its Proposal, a bid security of Rs.2,00,000/- (Rupees Two Lacs Only), in the form of a FDR/Demand Draft issued by one of the Nationalised/ Scheduled Banks in India in favour of the O IDC LTD payable at Daman (the “**Bid Security**”), returnable not later than 30 (thirty) days from PDD.

11.1.2 Any Bid not accompanied by the Bid Security shall be rejected by the O IDC Ltd as non-responsive.

11.1.3 The O IDC Ltd shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

11.1.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the O IDC Ltd’s any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the O IDC Ltd as the pre-estimated compensation and damage payable to the O IDC Ltd for, *inter alia*, the time, cost and effort of the O IDC Ltd in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Applicant submits a non-responsive Proposal;
- (b) If an Applicant engages in any of the Prohibited Practices
- (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required in the RFP
- (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in the RFP; or
- (f) If the Applicant is found to have a Conflict of Interest as specified in the RFP

11.2 TECHNICAL BIDS

- The Proposal will be uploaded in the website <https://www.oidc.nprocure.com> along with all the required scanned documents which are mandatory including the scanned copy of the EMD.
- The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- While submitting the Technical Proposal, the Bidder shall ensure that the Cost of RFP Document and Earnest Money Deposit / Bid Security is provided. It should be ensured that all the details sought for in this RFP Documents is submitted.
- The envelope shall indicate the name, address and contact phone number of the Bidder (of the Lead Member in case of a Consortium)
- The envelope shall clearly bear the following identification:
“DEVELOPMENT OF HOTEL / RESORT AT JALANDHAR, DIU”
- The envelope shall be addressed to the OIDC Ltd as under and sent by RPAD or put in the tender box kept for the purpose
Attn of : The Joint Managing Director,
Address : OIDC Ltd,
Corporate Office,
Plot No. 35, Somnath,
Nani Daman, Daman – 396 210
Website : www.oidc.nic.in
Phone : 0260 -2241120 / 2244731
Fax : 0260 – 2241108
- If the envelope is not sealed and marked as instructed above, the Bid may be deemed to be non-responsive and would be liable for rejection. The OIDC Ltd assumes no responsibility for the misplacement or premature opening of the Bid submitted.

11.3 FINANCIAL BIDS

- The Financial Bid shall be submitted through electronic format only.
- All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

RFP

12. EVALUATION OF PROPOSALS

12.1 Evaluation of Technical Proposals

12.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, understanding of scope of work and proposed methodology and the qualification and experience of Key Personnel. Only those Applicants whose Technical Proposals get a score of 70 marks or more out of 100 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (TS).

12.1.2 Each Key Personnel must score a minimum of 70% marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 70% marks or any two of the remaining Key Personnel score less than 70% marks. In case the Selected Applicant has one Key Personnel, other than the Team Leader, who scores less than 70% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the OI DC Ltd, would score 70% or above.

12.1.3 The scoring criteria to be used for evaluation shall be as follows:

Item Code	Parameter	Maximum Marks	Criteria
1.	Relevant experience of the Applicant	20	a) 70% marks shall be awarded to the applicant fulfilling the minimum requirements of Eligible Assignments as detailed out in Clause 12.1.4. b) 15% marks shall be awarded for the additional number of Eligible Assignments undertaken by applicant mentioned at Clause 12.1.4. Additional 1 Project - 50% Additional 2 Projects – 75% Additional 3 or more Projects – 100% c) 15% marks shall be awarded for the additional number of Eligible Assignments in the category of Hotel / Resort undertaken by applicant mentioned at Clause 12.1.4.

			Additional 1 Project - 50% Additional 2 Projects – 75% Additional 3 or more Projects – 100%										
2.	Presentation reflecting Concept, Proposed Methodology & Work Plan	10	Evaluation will be based on the quality of presentation and of submissions detailed below										
3.	Relevant Experience of Key Personnel a)Financial Expert b)Project Expert c)Legal Expert	70 (25) (25) (20)	<p>a) 70% of the maximum marks will be awarded to the Key Personnel fulfilling the minimum requirements as detailed out in Clause 8.2 subject to the following:</p> <ul style="list-style-type: none"> - In case the Key Personnel does not meet the required qualification as detailed out in Clause 8.2, then that Key Personnel shall be awarded 0 (zero) marks - In case the Key Personnel has less qualifying projects than that mentioned in Clause 8.2, then the marks shall be proportionately deducted. <p>b) 30% of the maximum marks for each Key Personnel shall be awarded for the number of additional related PPP projects as defined in Clause 8.2 on which the respective Key Personnel has worked on.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">No. of Projects</th> <th style="text-align: center;">Rating</th> </tr> </thead> <tbody> <tr> <td>Additional 3 Projects or more</td> <td style="text-align: center;">100</td> </tr> <tr> <td>Additional 2 Projects</td> <td style="text-align: center;">75</td> </tr> <tr> <td>Additional 1 Project</td> <td style="text-align: center;">50</td> </tr> <tr> <td>Meeting the minimum requirement of the number of Successfully Undertaken PPP Projects in Related Sector as defined in clause 8.2</td> <td style="text-align: center;">70</td> </tr> </tbody> </table>	No. of Projects	Rating	Additional 3 Projects or more	100	Additional 2 Projects	75	Additional 1 Project	50	Meeting the minimum requirement of the number of Successfully Undertaken PPP Projects in Related Sector as defined in clause 8.2	70
No. of Projects	Rating												
Additional 3 Projects or more	100												
Additional 2 Projects	75												
Additional 1 Project	50												
Meeting the minimum requirement of the number of Successfully Undertaken PPP Projects in Related Sector as defined in clause 8.2	70												
	Grand Total	100											

Proposed approach and methodology:

The Bidder should specify the detailed approach and methodology intended to be followed during execution of the contract:

- ✓ Broad Project Approach Framework – comprehensive architecture detailing of various stages of the project & strategies planned to be adopted at various stages needs to be articulated.
- ✓ Detailed Work Execution Time – Plan with necessary PERT (Programme Evaluation and Review technique) chart.
- ✓ Comprehensive resource deployment plan clearly distinguishing the full time and part time employment.
- ✓ Any extra value additions proposed by the Transaction Advisors

While awarding marks for the number of Eligible Projects, the Applicant or Key Personnel, as the case may be, that has undertaken the highest number of Eligible Assignments mentioned at clause 12.1.4 for the Applicant and Clause 8.2 for the Key Personnel respectively shall be entitled to the maximum score for the respective category and all other competing Applicants or respective Key Personnel, as the case may be, shall be entitled to a proportionate score.

70% of marks will be awarded to a Key Personnel for fulfilling the eligibility criteria of a minimum number of Assignments as mentioned in clause 8.2 and only projects exceeding the eligibility criteria mentioned thereof shall qualify for scoring. For the avoidance of doubt and by way of illustration, if the minimum number of Eligible Projects for meeting the eligibility criteria is [3(three)], then an equivalent number will be ignored for each Key Personnel and only the balance remaining will be considered for awarding scores relating to the number of Relevant Projects on a proportionate basis.

12.1.4 Eligible Assignments

For the purposes of determining and satisfying Conditions of Eligibility and for evaluating the Proposals under this RFP, Transaction Advisory Assignments in respect of PPP projects for the following projects shall be deemed as eligible assignments (the “**Eligible Assignments**”).

The Applicant must have successfully completed transaction advisory services including bid process management for atleast five (5) Infrastructure / Hotel projects of which atleast two (2) should be PPP projects for a Government Department / an Agency of a State Government/ Central Government/ Union Territory in India. The same shall be deemed as eligible assignments (the “Eligible Assignments”) and atleast One (1) should be advisory services for a three star category and above Hotel Project of minimum 100 rooms.

12.2 Short-listing of Applicants

The Applicants scoring marks of 70 and more shall be considered to have been pre-qualified and shortlisted for financial evaluation in the second stage.

12.3 Evaluation of Financial Proposal

12.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 12.3. Each Financial Proposal will be assigned a financial score (FS).

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

12.3.3 The OIDC Ltd will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the scope of work within the total quoted price shall be that of the TA. The lowest Financial Proposal (FM) will be given a financial score (FS) of 100 points. The financial scores of other proposals will be computed as follows:

$$FS = 100 \times FM/F$$

(F = amount of Financial Proposal)

12.4 Combined and final evaluation

12.4.1 Proposals will finally be ranked according to their combined technical (TS) and financial (FS) scores as follows:

$$S = TS \times Tw + FS \times Fw$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively.

12.4.2 The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in the RFP, as the case may be.

12.4.3 A Separate Sheet should be filled for each Eligible Project. For a single entity Bidder, the Project Codes would be A,B,C,D etc. In case the Bidder is a consortium then for Member 1, the Project Codes would be 1a, 1b, 1c etc for Member 2, the project codes shall be 2a, 2b, 2c, 2d etc and so on.

Member codes shall indicate NA for Not Applicable in case of a single entity Bidder. For a Consortium, the following abbreviations are suggested viz. ,TL means Team Leader, FM means Financial Member, PM means Project Member and SM means Sector Member and OM means other member.

Experience for any activity relating to an Eligible Project shall not be claimed by two or more members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

13. MISCELLANEOUS

- 13.1** The Selection Process shall be governed by, and construed in accordance with, the laws of UT of Daman & Diu and Dadra and Nagar Haveli and the Courts at Daman shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 13.2** The OI DC Ltd, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Applicant in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the OI DC Ltd by, on behalf of and/or in relation to any Applicant; 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 Applicant.
- 13.3** It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the OI DC Ltd, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 13.4** All documents and other information supplied by the OI DC Ltd or submitted by an Applicant shall remain or become, as the case may be, the property of the OI DC Ltd. The OI DC Ltd will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 13.5** The OI DC Ltd reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.
- 13.6** After selection, a Letter of Award (LOA) shall be issued in duplicate, by OI DC to the Selected Applicant and the Selected Applicant shall sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event of the duplicate copy of the LOA duly signed by the Selected Applicant is not received

by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking applicant may be considered.

- 13.7** After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement and the Selected Applicant shall not be entitled to seek any deviation in the Agreement.
- 13.8** The Consultant shall commence the Consultancy within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement or commence the assignment as specified, the OI DC may invite the second ranked Applicant for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled / terminated.

14. LIQUIDATED DAMAGES AND PENALTIES

14.1 Performance Security

14.1.1 The OI DC Ltd shall retain by way of performance security (the “**Performance Security**”), 5% (five per cent) of all the amounts due and payable to the TA, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 14.2 herein. The balance remaining out of the Performance Security shall be returned to the TA at the end of 3 (three) months after the expiration of the Agreement.

14.1.2 The TA may, in lieu of retention of the amounts as referred to in Clause 14.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-1 of this Agreement

14.2 Liquidated Damages

14.2.1 Liquidated Damages for error/variation

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

14.2.2 Liquidated Damages for delay

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

14.2.3 Encashment and appropriation of Performance Security

The OI DC Ltd shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the TA in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 14.2.

14.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 14.2, warning may be issued to the TA for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the OI DC Ltd, other penal action including debarring for a specified period may also be initiated as per policy of the OI DC Ltd and blacklist the agency for all future projects.

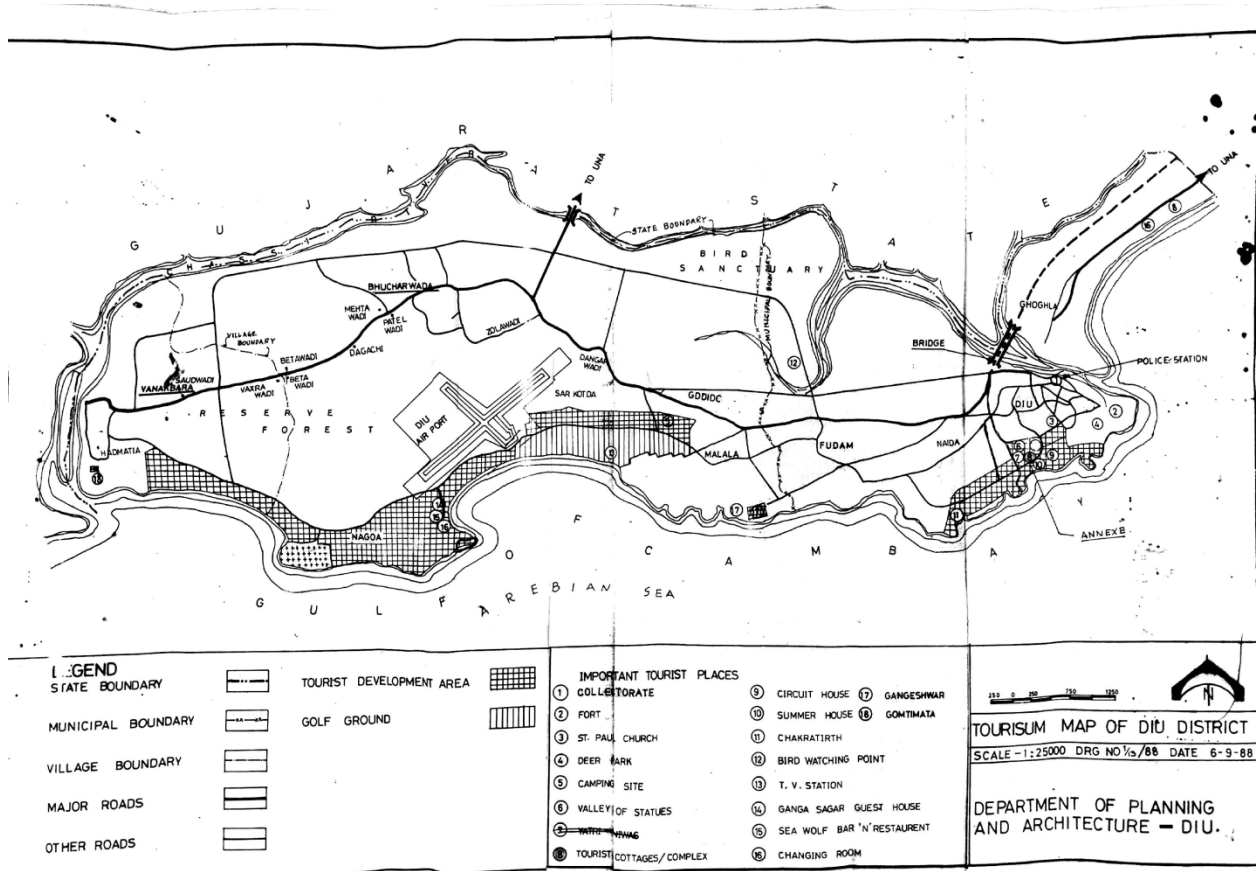
15. IMPORTANT DATES FOR SUBMISSION OF PROPOSAL

Bid Document downloading from	10.10.2014 at 11.00 am
Date of Pre-Bid Conference	27.10.2014 at 11.30 am
Last Date for Online submission of Bids	08.11.2014 upto 16.00 hrs
Last Date for submission of necessary documents in Hard Copy	10.11.2014 upto 15.30 hrs
Technical Bid Opening Date	10.11.2014 at 16.00 hrs
Financial Bid Opening Date	17.11.2014 at 15.30 hrs
Presentation	Will be informed later
Pre Bid Conference	OIDC Corporate Office, Plot No. 35, Somnath

The dates mentioned above are subject to change at OIDC's discretion with prior notice to the Bidders. No offer will be accepted after the Proposal Due Date (PDD)

(Ramesh Verma)
Joint Managing Director
OIDC Ltd

ANNEXURE - I



ANNEXURE - 2

Bank Guarantee for Performance Security

To
The Managing Director,
OIDC Ltd,
Daman

In consideration of ***** acting on behalf of the Omnibus Industrial Development Corporation of Daman & Diu and Dadra and Nagar Haveli Ltd (hereinafter referred as the OIDC Ltd, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s.

....., having its office at (hereinafter referred as the "Transaction Advisor" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the [OIDC Ltd]'s Agreement no. dated

..... valued at Rs. (Rupees), (hereinafter referred to as the "Agreement") Transaction Advisory Services for Development of Hotel / Resort in Jalandhar, Diu on PPP basis and the Transaction Advisor having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the [OIDC Ltd] for performance of the said Agreement.

1. We, (hereinafter referred to as the "Bank") at the request of the Transaction Advisor do hereby undertake to pay to the [OIDC Ltd] an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the [OIDC Ltd] by reason of any breach by the said Transaction Advisor of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the [OIDC Ltd] stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the [OIDC Ltd] by reason of breach by the said Transaction Advisor of any of the terms or conditions contained in the said Agreement or by reason of the Transaction Advisor's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

3. We, (indicate the name of Bank) undertake to pay to the [OIDC Ltd] any money so demanded notwithstanding any dispute or disputes raised by the Transaction Advisor in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Transaction Advisor shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the [OIDC Ltd] under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the [OIDC Ltd] certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Transaction Advisor and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the [OIDC Ltd] that the [OIDC Ltd] shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Transaction Advisor from time to time or to postpone for any time or from time to time any of the powers exercisable by the [OIDC Ltd] against the said Transaction Advisor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Transaction Advisor or for any forbearance, act or omission on the part of the [OIDC Ltd] or any indulgence by the [OIDC Ltd] to the said Transaction Advisor or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Transaction Advisor(s).

7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the [OIDC Ltd] in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** crore (Rupees ***** crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the [OIDC Ltd] serves a written claim on the Bank

in accordance with paragraph 2 hereof, on or before [*** (indicate date falling 180 days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, the day of, 20

(Signature, name and designation of the authorised signatory)

NOTES:

(i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

(ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

RFP

APPENDIX-I
TECHNICAL PROPOSAL

Form-1

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,
The General Manager (Project),
OIDC Ltd,
Plot No. 35,
Somnath,
Nani Daman,
Daman – 396 210.

Sub: Appointment of Transaction Advisor for Development of Hotel / Resort at
Jalandhar, Diu on suitable revenue model

Dear Sir,

1. With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Transaction Advisor for Development of Hotel / Resort at Jalandhar, Diu on suitable revenue model. The proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Transaction Advisor for the aforesaid Project.
4. I/We shall make available to the [OIDC Ltd] any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. I/We acknowledge the right of the [OIDC Ltd] to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the OIDC Ltd;
 - (b) I/We do not have any conflict of interest in accordance with Clause of the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the [OIDC Ltd] 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.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Transaction Advisor, without incurring any liability to the Applicants in accordance with Clause of the RFP document.

9. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Transaction Advisor.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/ employees.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the in connection with the selection of Transaction Advisor or in connection with the Selection Process itself in respect of the above mentioned Project.
14. The Bid Security of Rs. 2,00,000/- (Rupees Two Lacs only) in the form of a Demand Draft is attached, in accordance with the RFP document.
15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
16. I/We agree to keep this offer valid for 120 (One hundred twenty) days from the Proposal Due Date specified in the RFP.

17. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form 2.
18. In the event of my/our firm/ consortium being selected as the Transaction Advisor, I/we agree to enter into an Agreement with the OI DC Ltd.
19. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the [OI DC Ltd] or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. The Financial Proposal is being submitted ONLINE. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant / Lead Member)

APPENDIX-I

Form-2

Power of Attorney

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Transaction Advisor for [Development of Hotel / Resort at Jalandhar, Diu] on suitable revenue model,, proposed to [be developed by the Omnibus Industrial Development Corporation of Daman & Diu and Dadra and Nagar Haveli Ltd] including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the [OIDC Ltd], representing us in all matters before the [OIDC Ltd], signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the [OIDC Ltd] in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the [OIDC Ltd].

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20**

For

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarised Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (Rupees One Hundred) and duly notarised by a notary public. Wherever required, the Applicant should submit for verification the extract of the charter documents and other 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 Applicant.

(b) Information Required for Statistical Purposes Only

Country of Registration (Companies)

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Nationality (Application from Individuals)

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Number of Employees (as appropriate)

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(c) Years in Business

How many years have you been in business?

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(d) Turnover:

What was your company's total annual turnover in Indian Rs. (Lacs) for the last three years?

One year ago? _____

Two years ago? _____

Three years ago? _____

What was your net profit in Indian Rs (Lacs), for the last three years?

One year ago? _____

Two years ago? _____

Three years ago? _____

(e) Criteria for Assessing your Request for Proposal (RFP)

Your Completed Application will be assessed against the criteria as described in the RFP document. You will need to address this in your Capability Statement - the relevant areas of experience that will be given weight during evaluation. Please note that the financial standing of applicants will also be taken into account during the Request For Proposal assessing process.

(f) CV(s) of Key Personnel

Please provide, as an annex to this form, abridged CV(s) of no more than two pages (for each individual) in respect of key personnel who would be expected to provide the services listed in the Contract Notice and their relevant experience.

B TEAM COMPOSITION AND TASK ASSIGNMENT / JOBS

Sr. No.	Name of Staff	Name of Firm	Area of Expertise	Position / Task assigned for this job

C. CV Format for proposed Professional Staff (to be filled separately by each professional staff)

a) Proposed Position:

[For each proposed position separate CV would need to be prepared]

b) Name of Firm:

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[Insert name of firm proposing the staff]

c) Name of Staff:

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[Insert Full Name]

1. Firm's name:

2. Tourist Assignment/job name:

3. Description of Project:

4. Approx. value of the contract (in Rupees):

5. Country:

6. Location within the country:

7. Duration of Assignment/job (months):

8. Name of Employer:

9. Address:

10. Total No of staff-months of the Assignment/job:

11. Approx. value of the Assignment/job provided by your firm under the contract (in Rupees)

12. Start Date (month/year):

13. Completed Date (month/year):

14. Name of associated Consultants, if any:

15.No. of professional staff provided by associated Consultants:

16.Name of senior professional staff of your firm involved and functions performed:

17.Description of actual Assignment /job provided by your staff within the Assignment/job:

Note: Please provide documentary evidence from the client i.e. copy of work order, contract for each of above-mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

**Name and Signature of
Authorised Signatory**

RFP

APPENDIX-I

Form- 5

FORMAT FOR FINANCIAL PROPOSAL (ON-LINE ONLY)

Overall Fees:

Rs. (In Figures)

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Rupees (In Words)

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The details of the fees for the project are enclosed

Name of the Bidder

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Signature of the Authorised Person

Name of the Authorised Person

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DETAILS OF FINANCIAL PROPOSAL FOR PROJECT

1. Development of Hotel / Resort at Jalandhar, Diu

Total Fees:

Name of the Bidder

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Signature of the Authorised Person

Name of the Authorised Person

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NOTE:

The Components for landed project cost would include:

1. The costs incurred for carrying out Project related as formulation, development, design, engineering, construction, operation, management consultancy etc.
2. Total capital outlay on the Project which includes land, material, labour, transport, consumables, testing, commissioning overheads, sundries, contingencies, insurance, supervision etc.
3. Any fees (Including professional and success fees), commissions, levies and all taxes.
4. Expenses related to fund mobilisation such as fees for financial services, brokerage, interest, commission, publicity expenses etc.
5. Escalation during construction
6. Warranties and Guarantees
7. Interest during construction
8. Project cost of Real Estate Component, including land cost (if any)
9. Environment and Social Impact Mitigation Cost as per the requirement of approvals.