



Request for Proposal

Selection of Transaction Advisor for Development of Public Private Partnership (PPP) Projects in UTs of Daman & Diu and Dadra & Nagar Haveli

RFP Ref No: OIDC/PROJ/TRN.ADV/1473

February 2015

Issued by

Omnibus Industrial Development Corporation of Daman & Diu and Dadra & Nagar Haveli Limited (OIDC Ltd)

**Corporate Office, Plot No. 35, Somnath,
Nani Daman – 396210**

Phone: 0260 – 2241120 / 2241112 / 2241150 / 2244731

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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 Omnibus Industrial Development Corporation of Daman & Diu and Dadra & Nagar Haveli Limited (hereinafter referred to as “OIDC”) or any of its employees or advisors, 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.

The purpose of this RFP is to provide the Applicant(s) with information to assist in the formulation of their Applications. This RFP does not purport to contain all the information each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for OIDC, their employees or advisors to consider the business/ investment objectives, financial situation and particular needs of each Applicant who reads or uses this RFP. Each Applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice from appropriate sources. OIDC, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP.

TheOIDC 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.OIDC may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

The issue of this RFP does not imply that the OIDC 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 OIDC 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.

No.OIDC/PROJ/TRN.ADV/1473

Dated: 17/02/2015

E-Tender (On Line) Invitation Notice

The General Manager, 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 Public Private Partnership (PPP) Projects in Daman & Diu and Dadra & Nagar Haveli	Rs. 10,00,000/- in form of DD	Rs. 10,000/- in form of DD
*On line downloading Starting of tender			18.02.2015 at 11.00 am
*Last Date for On line Submission of tender			Up to 20.03.2015, 16.00 hrs.
Physical submission of Technical Document as per RFP			20.03.2015 upto 15.30 hrs.
*On line opening of Technical Bid			23.03.2015 at 15.30 hrs.
Opening of Financial Bid			Will be intimated later
Pre Bid Meeting at Corporate Office of OIDC, Plot No. 35, Somnath, Daman on 02.03.2015 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			

(Prashant Kumar)
General Manager
OIDC Ltd

Copy to:

1. All Head of Office, for wide publicity.
2. F.P.O. for wide publicity.
3. National Informatics Centre, Daman for wide publicity through Internet on web site www.dnh.nic.in and www.daman.nic.in .

1 Letter of invitation

DATE.....

Sub: Omnibus Industrial Development Corporation of Daman & Diu and Dadra & Nagar Haveli Limited's invitation to bid for Selection of Transaction Advisor for Public Private Partnership (PPP) Projects

Dear All,

On behalf of Omnibus Industrial Development Corporation of Daman & Diu and Dadra & Nagar Haveli Limited, (OIDC), a Government Undertaking, the General Manager invites proposals to provide Transaction Advisory services for Development of Projects on Public Private Partnership (PPP) Basis.

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

The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Bidders

Section 3 - Terms of Reference

Section 4 - Standard Formats - Technical

Section 5 - Standard Formats - Financial

Please note the last date for submission of your proposal is XX/XX/2015 @ 18:00 Hrs.

Yours Faithfully,

(Prashant Kumar)
General Manager

2 Introduction:

2.1 General

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

OIDC Ltd, (herein after referred to as "**Authority**") intends to develop projects under Public Private Partnership (PPP) basis. Authority proposes to procure the services of Transaction Advisor for proper packaging, structuring and implementation of the Public Private Partnership for the Projects of the Authority. For each Project, the services of the Advisor will be required intermittently till the signing of the Concession Agreement and also future support, if required. It is expected that the task would be for a period of about 12 – 18 months for each Project from the date of start of work for that Project. The Advisors engaged by Authority will assist in all matters of the Project including the warranties and undertakings required to be obtained from various project players at various stages and carrying out the "Due diligence" on behalf of the Authority as the Project Owner's Advisor. The entire range of activities given hereinafter is required to be carried out by the Transaction Advisor.

2.2 Background

The Authority invites proposals for selection of a Transaction Advisory firm for preparing the technical and commercial feasibility report, develop Revenue Models, 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 each and every project, in conformity with the scope of work prescribed in this document.

Authority needs to develop the Projects under Public-Private Partnership (PPP) basis with a view to maximise the return. A separate concession agreement is proposed to be signed between Authority and the "Concessionaire" for each of the Projects. Authority hereby invites Transaction Advisor to assist Authority in providing financial advice, modelling and structuring for each of the Projects on PPP basis.

The appointment of Transaction Advisor shall be made on Combined Quality cum Cost Based Selection (CQCCBS) and procedures described in this RFP.

2.3 Details of Projects to be developed under PPP are as under:

Sr. No.	Particulars of Project
A	DAMAN
1.	Establishment, Running & Management of Engineering College
2.	Running and Management of Industrial Training Institute (ITI)
3.	Running and Management of Polytechnic College
4.	Establishment of Municipal Market at Nani Daman
B	DIU
1.	Establishment, Operation and Maintenance of Luxury Tent Accomodation (Temporary)
2.	Establishment, Operation and Maintenance of Five Star Hotel Project
3.	Creative Hub at Ghoghla
C	DADRA & NAGAR HAVELI
1.	Development, Operation and Maintenance of Luxury Tent Accomodation at Kauncha / Dudhani and Water Sports at Dudhani
2.	Redevelopment, Operation and Management of Luhari Tourist Complex
3.	Running & Management of Institute of Hotel Management and Catering Technology at Karad
4.	Film City at Talavali
5.	Development, Operation and Management of Eco Tourism at Randha Tourist Complex
6.	Establishment, Running & Maintenance of Industrial Training Institute (ITI) at Khanvel
7.	Establishment, Running & Maintenance of Engineering College
8.	Establishment & Modelling of Panchayat Market, Silvassa
9.	Running and Management of existing ITI, Silvassa
10.	Running and Management of Polytechnic College, Karad

3 Instructions to bidders

3.1 General instructions

- (i) The Authority will select a consulting firm / organisation (Transaction Advisor), in accordance with the method of selection specified in the RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that Authority's decisions are without any appeal whatsoever.
- (ii) The Bidders are invited to submit a Technical proposal and Financial proposal to provide Advisory services for Development of Projects on Public Private Partnership (PPP) Basis.
- (iii) Your proposal could form the basis for future negotiations and ultimately may lead to contract between your firm and Authority.
- (iv) Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Bidders are encouraged to visit the Authority before submitting a proposal and to attend a Pre-Proposal Conference, if any. Attending the Pre-Proposal Conference is optional. Bidders should contact the Authority's representative to arrange for their visit or to obtain additional information on the Pre-Proposal Conference.
- (v) The cost of preparing the proposal and all subsequent negotiations, if any, with Authority and other experts on tasks and actions directly and indirectly related or presentation of proposal shall be borne by the bidder.
- (vi) Bidder cannot hire the services of any other agency/ consultancy firm or form consortium for rendering the services under this assignment.
- (vii) Authority reserves the right to accept or reject any and / or all the proposals without assigning any reasons thereof.
- (viii) The Authority requires that the Advisor provides professional, objective and impartial advice at all times and holds the Authority's interests paramount, avoids conflicts with other assignments or its own interests and act without any consideration for future work. The Advisor shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of the Authority and the Project.

3.2 Purchase of the RFP document

Bidders are required to make a payment of INR10,000/- (Rupees Ten Thousand Only) in the form of Demand Draft drawn on any Nationalised/ Scheduled bank in favour of **OIDC Ltd payable at Daman**, which shall be furnished along with the Technical Proposal.

3.3 Earnest money deposit

Proposal would need to be accompanied by an Earnest Money Deposit for an amount of **INR10,00,000/-** (Rupee TenLakhs only) in the form of a Demand Draftdrawn on any Nationalised/ Scheduled bank in favour of OI DC Ltd payable at Daman.

EMD shall be returned to the unsuccessful Bidders without interest within a period of two months from the date of signing of Agreement between OI DC and the Successful Bidder. EMD submitted by the Successful Bidder shall be released upon execution of the Agreement and furnishing of Performance Security without any interest.

EMD shall be forfeited in the following cases:

- If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect;
- If the Successful Bidder fails to execute the Agreement within the stipulated time or any extension thereof provided by OI DC.
- If the Advisor engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- If the Advisor withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time.
- If the Selected Applicant fails to provide the Performance Security within the specified time limit.

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

3.4 Performance Security

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

3.5 Proposal Due Date (PDD)

Schedule of submission & opening of Proposal is as below-

- | | | |
|------|---------------------------------------|------------|
| (i) | Last Date for Submission of Proposal: | 20.03.2015 |
| (ii) | On-line Technical Bid Opening : | 23.03.2015 |

Queries regarding this project and this RFP document may be sent by the bidder under its letterhead till 10.00 AM on 27.02.2015. Authority may consider the query and if it is relevant shall be included. A copy of such changes shall be circulated to all bidders as addendum.

3.6 Only one proposal

Bidders to only submit one proposal. If a Bidder submits or participates in more than one proposal, all such proposals shall be disqualified.

3.7 Due Diligence by Applicants

Applicants are expected to inform themselves fully about the local conditions, facilities, infrastructure available at the respective Project sites. Bidders may also like to send queries to the OI DC Ltd for any clarification which shall be given during the Pre Bid Conference to held on the prescribed date.

3.8 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

3.9 Pre-Proposal Conference

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

Date: 02.03.2015

Time: 11.30 am

Venue: OI DC Ltd, Corporate Office, Plot No. 35, Daman – 396 210.

3.10 Communications

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

The General Manager,
OI DC Ltd,
Plot No. 35, Somnath,
Nani Daman.

Daman – 396 210

Phone: 0260- 2241120 / 2244731 Fax: 0260 – 2241108

The Authority will endeavour to respond to the queries not later than 2 (two) weeks prior to the Proposal Due Date. The Authority will post the reply to all such queries on its official website.

At any time before the submission of Proposals, the Authority may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all the Bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time in which to take an amendment into account in their Proposals the Authority may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3.11 Clarification and / or interpretation of reports

After submission of the final reports of each phase by the Advisor, to the satisfaction of the Authority, if clarifications are required or doubt arises as to the interpretation of anything included in the reports, the advisor shall, on receipt of written request from the Authority, furnish such clarification to the satisfaction of Authority within five (05) working days without any extra charge.

3.12 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 specified in this document shall be submitted before the prescribed dates physically in the office of the O IDC at the following address:

The General Manager,
O IDC Ltd,
Plot No. 35,
Somnath,
Nani Daman.

Daman – 396 210

Tel: 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. 10,000/- in the form of DD only along with the mandatory documents.

3.13 Proposal validity period

The proposal shall be valid for acceptance by O IDC for a period of 180 days from the Proposal Due Date (PDD), and may be extended for further period as mutually agreed.

3.14 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 projects, 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 at least one week in advance.

3.15 Preparation of proposal

3.15.1 Applicants are requested to submit their proposal in English language and strictly in the formats prescribed online in this RFP. The Authority will evaluate only those proposals that are received in the specified format and complete in all respects.

3.15.2 In preparing their Proposal, Applicants are expected to thoroughly examine the RFP document. Material deficiencies in providing the information requested may result in rejection of a proposal.

3.15.3 The bid document must be duly numbered and indexed with spiral binding. Each page of the submission shall be initialled by the Authorised Representative of the Applicant.

3.15.4 While preparing the Technical Proposal, Applicants must give particular attention to the following:

- i) The team leader proposed must be a permanent full time employee of the firm. It is desirable that the other key staff be either permanent full time employees of the firm or have a dedicated full time contract to work on this project.
- ii) If any key staff proposed is not a permanent employee of the Applicant, a certificate from the key staff along with his current employer must be furnished mentioning his / her availability for the project. In the absence of such certificate, his / her CV will not be evaluated.
- iii) Applicant is to ensure that the time allocated for the proposed key staff does not conflict with the time allocated or proposed for any other assignment.
- iv) The composition of the proposed Team and Task Assignment to individual personnel be clearly stated.
- v) No such key personnel shall be proposed for any position if the CV of the personnel does not meet the requirements of the TOR.
- vi) The key personnel will remain available for the period as indicated in the RFP.

- vii) No alternative proposal for any key personnel shall be made and only one CV for each position shall be furnished.
- viii) Each CV needs to have been signed by the key personnel and/ or countersigned by the authorised official of the firm.
- ix) A CV shall be summarily rejected if the educational qualification of the key personnel proposed does not match with the requirement of the RFP document.
- x) The personnel proposed should possess good working language of English language.
- xi) No key personnel should have attained the age of seventy (70) years at the time of submitting the proposal. The Authority reserves the right to ask for proof of age, qualification and experience at any stage of the project.
- xii) A firm can bid for the project as a sole consultant. No Joint Ventures / Consortiums are allowed.

4 Terms of reference

4.1 Introduction

Omnibus Industrial Development Corporation of Daman & Diu and Dadra & Nagar Haveli Limited, a Govt. Undertaking, is the nodal agency for tourism and infrastructure development in the Union Territory of Daman & Diu and Dadra & Nagar Haveli. OI DC Ltd has emerged as a truly Omnibus Corporation performing multifarious functions. The main activities performed by OI DC Ltd are:

- Development of industrial estates
- Supply of quality liquor
- Housing for EWS
- Infrastructure development
- Development of tourism infrastructure

OI DC intends to develop various projects under Public Private Partnership (PPP) basis with a view to maximise the return. OI DC proposes to procure the services of an Advisor for proper packaging, structuring and implementation of the PPP projects. For each Project, the services of the Transaction Advisor will be required intermittently till the signing of the Concession Agreement. A separate Concession Agreement is proposed to be signed between the OI DC and the “Concessionaire” for each of the projects. It is expected that the task would be for a period of about one year for each Project from the date of start of work for that Project. The Advisor engaged by OI DC will assist in all matters of the Project including the warranties and undertakings required to be obtained from various project players at various stages and carrying out “Due Diligence” on behalf of Authority as the Project Owner’s Advisor. The entire range of activities specified hereafter is required to be carried out by the Transaction Advisor. OI DC hereby invites Transaction Advisor to assist OI DC in providing financial advise, Modelling and structuring for implementation of each of the projects on PPP basis.

Details of Projects to be developed under PPP are given as under:

Sr. No.	Particulars of Project
A	DAMAN
1.	Establishment, Running & Management of Engineering College
2.	Running and Management of Industrial Training Institute (ITI)
3.	Running and Management of Polytechnic College
4.	Establishment of Municipal Market at Nani Daman
B	DIU
1.	Establishment, Operation and Maintenance of Luxury Tent Accomodation (Temporary)
2.	Establishment, Operation and Maintenance of Five Star Hotel Project
3.	Creative Hub at Ghoghla
C	DADRA & NAGAR HAVELI
1.	Development, Operation and Maintenance of Luxury Tent Accomodation at Kauncha / Dudhani and Water Sports at Dudhani
2.	Redevelopment, Operation and Management of Luhari Tourist Complex
3.	Running & Management of Institute of Hotel Management and Catering Technology at Karad
4.	Film City at Talavali
5.	Development, Operation and Management of Eco Tourism at Randha Tourist Complex
6.	Establishment, Running & Maintenance of Industrial Training Institute (ITI) at Khanvel
7.	Establishment, Running & Maintenance of Engineering College
8.	Establishment & Modelling of Panchayat Market, Silvassa
9.	Running and Management of existing ITI, Silvassa
10.	Running and Management of Polytechnic College, Karad

In order to implement the aforementioned initiatives in a planned and professional manner, OI DC requires Transaction Advisory services for end to end project development on PPP basis. Transaction Advisory services are required for concept development, project feasibility, financial modelling, project structuring, bid process management, project monitoring, etc.

4.2 Objective

The objective of this assignment is to successfully develop a comprehensive Public-Private Partnership (PPP) structure and its legal, commercial and financial documents to assist Authority in selection of private sector partner by adopting the PPP structure appropriate for each Project and to continue to assist till signing of the Concession Agreement.

4.3 Methodology

This will vary for each project. However, recommendations should be based on (i) Analysis of the situation (ii) Best Practice elsewhere (iii) Feasibility Study

4.4 Working Conduct

The Transaction Advisor will work in close association with the Authority which is the implementing agency to take this work forward. Close collaboration will be required with other consultants and implementing partners working on other components in the project.

4.5 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 each of the proposed projects and handholding for a further defined period. The objective of this Consultancy service is to produce a financially viable concession that would address the principal issues related to project risks and adequate returns to the concessionaire.
- b) The selected bidder shall undertake detailed surveys including primary and secondary from all sources to establish a solid reason to develop the Projects.
- c) All necessary site investigation surveys etc. shall be conducted to establish the type of structure which can be provided in such a land. The site survey shall also include all soil surveys, geo-technical surveys etc. Identifying issues that could have technical, environmental, commercial and financial implications
- d) The bidder shall also conduct a detailed market assessment study related to demand analysis, future needs, impact of future policies etc.
 - The bidder shall submit a pre-feasibility report based on the various analysis done and shall be submitting a report thereon including the market analysis report, undertake Sensitivity Analysis for understanding the financial impact of various provisions in the Concession Agreement.
 - Optimize the project structure under various implementation options.

- Estimate the values of basic bidding criteria, for evaluation of the reasonableness of the financial proposals.
- e) Develop a cash flow model to maximise the return to the 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.

The Transaction Advisor shall also carry out:

1. Project conceptualization/feasibility/ planning, project modelling

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

2. Bid process management

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

3. Providing project management support

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

5 Eligibility criteria

5.1 Conditions of Eligibility of Applicants:

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

- a) Tender Fee of Rs. 10,000/- in the form of Demand Draft in favour of OI DC Ltd, payable at Daman
- b) Earnest Money Deposit of Rs. 10,00,000/- in the form of a Demand Draft drawn on any nationalised/ scheduled bank in favour of OI DC Ltd payable at Daman
- c) Company/Firm Registration Details with certificates
- d) PAN card details and Service Tax Regn. No.
- e) Turnover details of last three years along with CA Certificates
- f) Audited Balance Sheet of the last three years
- g) Copy of Income Tax Return (ITR) of last three years
- h) In case the applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection process.
- i) The applicant firm can be asole Proprietorship firm / a Partnership firm/ a Company incorporated under the Companies Act 1956 / 2013. Consortia, joint ventures, academic and voluntary organization are not eligible to participate in the RFP process.
- j) The Company should have been providing Consultancy services for last atleast7 years in India.

5.2 **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 hereafter of which atleast 3 (three) should be transaction advisory services for PPP Projects (including Bid Process Management).

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, the following projects shall be deemed as eligible assignments (the “Eligible Assignments”).

Infrastructure/ Education / Tourism/ Hospitality/ Entertainment projectshaving an estimated cost each of atleast INR 40 crore in India.

b) Financial Capacity:

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

6 KEY PERSONNEL

- 6.1 The Transaction Advisor will be required to provide required qualified personnel including experts in the relevant sector, public private partnerships, investment promotion, project preparation and appraisal, policy and legal issues.
- 6.2 The Transaction Advisory team shall consist of experts who have the requisite qualifications and experience. PPP Expert shall be the leader of the Advisory team. The following key personnel whose responsibilities and expected deployment time are briefly described herein would be part of Advisory team:

Key Personnel (KP)	Number of KP to be deployed	Responsibilities
PPP Expert	03	Should be familiar with the requirements for PPP Projects from the perspective of both the Authority and the investors. Familiarity with the Indian investment environment and regulations is essential. Lead, coordinate and supervise the team for delivering services in timely manner. Attend the major meetings/ workshops. Provide practical advice on PPP policies and practices and other activities as specified in the scope of work. Shall be responsible for compliance of all the technical aspects of this assignment.
Financial and bid process management expert	03	Evaluating financial modelling, tariff determination, appropriate model for the projects (PPP/EPC etc.), prepare bid documents, assist in bid management, and assist in seeking necessary approvals from state / central government. Provide expert input on the financial structuring and explicit and implicit costs to OI DC. Advise on the appropriate financial structure for the projects and risk analysis. Analyse all financial models, both in 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 and other activities as specified in the scope of work

Key Personnel (KP)	Number of KP to be deployed	Responsibilities
Legal Expert	03	Responsible for all the legal and regulatory aspects of the project. Will also be responsible for recommending standard contracting provisions and drafting and reviewing of project agreements and compliance with regulatory requirements. Vet and comment on specific contracts and agreements. Manage the preparation of Standardized PPP Contract Provisions and other activities as specified in the scope of work
Project Manager	01	The Bidder shall deploy a Full Time Manager in OI DC office at Daman. He shall be responsible for all aspects of all the projects. He shall also be responsible for overall co-ordination and project development and shall regularly communicate with the authorised person in OI DC and work with close co-ordination with OI DC.

6.3 The bidders shall submit the CV of all the experts and Project Manager along with their commitment letter to be available for the projects. In addition to Key Personnel, all the prospective Advisors shall have sufficient qualified personnel and resources to accomplish all the services described herein with the prescribed time. The Advisor should be capable of furnishing all necessary professional, technical and expert services as required to complete all the elements of assignment described in the Scope of Work. OI DC is seeking an Advisor who can bring together a team of professionals and sub-professionals capable of completing all aspects of the assignment. This will require a high degree of management and technical expertise directly related to structuring of Public Private Partnership of similar projects.

6.4 The Applicant shall offer and make available all Key Personnel meeting the requirements as specified below:

Key Personnel	Educational Qualification	Professional Experience (in years)	Relevant Experience on Eligible Assignments
Financial Expert (03)	MBA (Finance)/CA/CFA	10 Years	Five (5) Successful Completed Projects out of which atleast 2 eligible projects should be done on PPP
PPP Expert cum Team Leader (03)	PostGraduation in Economics/Engineering or relevant discipline	10 Years	Five (5) Successfully Completed Projects out of which atleast 2 eligible projects should be done on PPP as a Team Leader
Legal Expert (03)	Post Graduation in Law	7 Years	Five (5) Successfully Completed Projects out of which at least 2 eligible projects should be done on PPP
Project Manager (01)	Post Graduation in any relevant discipline	5 Years	Should have worked as a Project Manager for minimum two of the eligible assignments

7 Proposal evaluation

7.1 Evaluation of Technical Proposals

7.1.1 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).

7.1.2 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.

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

SN	Evaluation criteria	Scoring methodology	Maximum Marks								
1.	Relevant experience of the Applicant		20								
1.1	<p>Experience in PPP Projects with project cost of atleast INR 40crore each (completed in last seven years).</p> <p>(The applicant should provide documentary proof in case of each completed project in form of certificate from client)</p>	<p>a) 10 marks shall be awarded to the applicant fulfilling the minimum requirements of eligible assignments as detailed out in 6.4</p> <p>b) AdditionalNumber of eligible assignments undertaken by the applicant shall be awarded marks as under:</p> <table border="1" data-bbox="762 1675 1145 2024"> <thead> <tr> <th>Addl. Project</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1 Project</td> <td>03</td> </tr> <tr> <td>2 Projects</td> <td>16</td> </tr> <tr> <td>3 & more Projects</td> <td>10</td> </tr> </tbody> </table>	Addl. Project	Marks	1 Project	03	2 Projects	16	3 & more Projects	10	20
Addl. Project	Marks										
1 Project	03										
2 Projects	16										
3 & more Projects	10										

2.	Proposed team	Scoring methodology	70
2.1	PPP expert (03)	PPP Expert: i) 5 Marks shall be awarded to each of the three PPP Experts fulfilling the minimum requirements as detailed out in Clause 6.4 subject to the following: - In case the Key Personnel does not meet the required qualification as detailed out in Clause 6.4, then that Key Personnel shall be awarded 0 (zero) marks ii) In case the Key Personnel has less qualifying projects than that mentioned in Clause 6.4, then the marks shall be proportionately deducted. iii) 5 marks shall be awarded if each of the three experts have undertaken atleast two additional eligible PPP assignment The above criteria shall be applicable for all experts at Clause 2.2 and 2.3 respectively	20
2.2	Financial and bid process management expert (03)		20
2.3	Legal expert (03)		20
2.4	Project Manager (01)	In case the Project Manager has the required qualification experience of 5 years in minimum two of the eligible assignments	10
3.	Approach & methodology		10
3.1	Presentation reflecting Concept, Proposed Methodology & Work Plan	Evaluation will be based on the quality of presentation.	10
Total			100

- (i) The Applicant shall submit Technical Proposal as per the RFP.
- (ii) The Applicant scoring marks of 70 and more shall be considered to have been pre-qualified and shortlisted for financial evaluation in the second stage.

7.2 Evaluation of Financial Proposal:

7.2.1 In the second stage, the financial evaluation will be carried out as per this Clause 7.2. Financial Proposal for each project will be assigned a Financial score (FS). Applicants are expected to quote separately for each individual project.

7.2.2 For financial evaluation, the total cost indicated in the Financial Proposal for each the projects will be considered.

7.2.3 The OI DC 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 for each project. 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 Applicant. The lowest Financial Proposal (FM) for each individual project will be given a financial score (FS) of 100 points. The financial scores of other proposals for each individual project will be computed as follows:

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

(F = amount of Financial Proposal)

7.3 Combined and Final evaluation:

7.3.1 Proposals will finally be ranked according to their combined technical (TS) and financial (FS) scores for each individual project 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.

7.3.2 The combined scores of all projects of an Applicant will be added to arrive at the final combined score.

7.3.3 The Selected Applicant will be the first ranked Applicant having the highest final combined score for all the projects. 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.

7.4 Negotiations

Negotiations will be scheduled with the first ranked bidder. Negotiations will commence with a discussion on the proposal, proposed methodology, staffing, financial bids and any other suggestions on improving the ToR. Agreement must then be reached on the final ToR, the staffing and reporting. If a negotiation with the first ranked bidder is successful then, CA shall issue Letter of Intent to the first ranked bidder for carrying out the assignment. If negotiations do not reach any conclusions with the first ranked bidder, CA may then invite the second ranked bidder for negotiations.

7.5 Commencement of services

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

8 PAYMENT SCHEDULE AND TIMELINE

8.1 Fee

- a) The Bidder shall be paid a Fixed Monthly Remuneration of Rupees One Lac only towards the deployment of Full Time Project Manager at OI DC office, Daman. This amount shall be subject to deduction of taxes as applicable.
- b) The bidder shall quote the Fee in the following format:

Sr. No.	Particulars of Project	Total Fee (INR)
A	DAMAN	
1.	Establishment, Running & Management of Engineering College	
2.	Running and Management of Industrial Training Institute (ITI)	
3.	Running and Management of Polytechnic College	
4.	Establishment of Municipal Market at Nani Daman	
B	DIU	
1.	Establishment, Operation and Maintenance of Luxury Tent Accomodation (Temporary)	
2.	Establishment, Operation and Maintenance of Five Star Hotel Project	
3.	Creative Hub at Ghoghla	
C	DADRA & NAGAR HAVELI	
1.	Development, Operation and Maintenance of Luxury Tent Accomodation at Kauncha / Dudhani and Water Sports at Dudhani	
2.	Redevelopment, Operation and Management of Luhari Tourist Complex	
3.	Running & Management of Institute of Hotel Management and Catering Technology at Karad	
4.	Film City at Talavali	
5.	Development, Operation and Management of Eco Tourism at Randha Tourist Complex	
6.	Establishment, Running & Maintenance of Industrial Training Institute (ITI) at Khanvel	
7.	Establishment, Running & Maintenance of Engineering College	
8.	Establishment & Modelling of Panchayat Market, Silvassa	
9.	Running and Management of existing ITI, Silvassa	
10.	Running and Management of Polytechnic College, Karad	

The above Fee should include all costs (including out of pocket expenses) and taxes (except Service Tax). Service tax would be payable at the applicable rates as may be in force from time to time.

8.2 Payment schedule and Time Line

- i. The Advisor shall be paid its professional fee of Rupees One Lac only on monthly basis. Monthly payments will be made against submission of the monthly invoice by Advisory Team within 15 days of the submission.
- ii. The Selected Advisor shall be paid overall fees quoted by them per project as per following schedule after approval of the same by the Competent Authority.

Deliverable	Payment	Time Limit
On Acceptance of Feasibility Report	10% of the Fee quoted by the bidder	1 Month
Finalisation of Revenue Model	10% of the Fee quoted by the bidder	2 Months
On Acceptance of bidding documents by the Authority and invitation of bids	20% of the Fee quoted by the bidder	3 Months
On Evaluation of bids	10% of the Fee quoted by the bidder	2 Months
On Signing of Concession Agreement	30% of the Fee quoted by the bidder	3 Months
Hand holding after signing of Concession Agreement	20% of the Fee quoted by the Bidder	3 Years

8.3 Additional work

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

9 Miscellaneous

- i) The Selection Process shall be governed by, and construed in accordance with, the laws of UT of Daman & Diu and Dadra & 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.
- ii) 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.
- iii) 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.
- iv) 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.
- v) The OI DC Ltd reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.
- vi) 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.

- vii) 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.
- viii) 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 OIDC 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.
- ix) Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Authority's antifraud and corruption policy.
- x) Authority will have the right to terminate the contract by giving thirty (30) days written notice. In the event of termination for no fault of Advisor, the Authority will reimburse all the expenses incurred by the Advisor (upon submission of proof) including closing up of the Project. If the contract is terminated due to the fault of the Advisor or in case of termination of the contract by the Advisor not attributable to the Authority, the Authority will forfeit the performance security of the Advisor.
- xi) OIDC Ltd reserves the right to add similar projects and delete similar projects at its discretion.
- xii) Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal.
- xiii) An Applicant should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant. All above information should be supported by relevant documents/certificates.

10 LIQUIDATED DAMAGES AND PENALTIES

10.1 Liquidated Damages

10.1.1 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 O IDC Ltd in a reasonable manner and recovered from the TA by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.

10.1.2 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.

10.1.3 Encashment and appropriation of Performance Security

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

10.1.4 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 10, 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 O IDC Ltd, civil, criminal and other penal actions including debarring for a specified period may also be initiated as per policy of the O IDC Ltd and blacklist the agency for all future projects.

11 Conflict of interest

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

11.1.2 Consultant and Affiliates not be otherwise interested in the Project

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

11.1.3 Prohibition of conflicting activities

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

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

11.1.4 Consultant not to benefit from commissions, discounts etc

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

11.1.5 The Consultant and its Personnel shall observe the highest standard of ethics and should not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding

anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, if it determines that the Consultant has directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

11.1.6 Without prejudice to the rights of the Authority under Clause above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

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

- (a) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser to the Authority in relation to any matter concerning the Project.
- (b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) "restrictive practice" means forming a cartel or arriving at any understanding

or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

11.1.8 Disclosure obligation

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

11.1.9 Agency or employees of the Authority

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

11.1.10 Unfair advantage:

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

12 IMPORTANT DATES FOR SUBMISSION OF PROPOSAL

Bid Document Downloading From	18.02.2015
Date of Pre-Bid Conference	02.03.2015 at 11.30 hrs
Last Date for Online submission of Bids	20.03.2015 upto 16.00 hrs
Last Date for submission of necessary documents in Hard Copy	20.03.2015 upto 15.30hrs
Technical Bid Opening Date	23.03.2015 at 15.30 hrs
Financial Bid Opening Date	Will be intimated later
Presentation	Will be intimated later

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

(Prashant Kumar)
General Manager, OI DC

13 Technical Proposal: Standard Forms

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 Projects 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.

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 PPP Projects in Daman & Diu and Dadra & Nagar Haveli 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 PPP Projects 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 OI DC 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 [OI DC 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. 10,00,000/- (Rupees TenLacs 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 180 (One hundred eighty) 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)

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 PPP Projects] 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.

APPENDIX –I

Form 3

CONSULTANT’S ORGANISATION AND EXPERIENCE

I. Consultant’s Organisation

A (a) Provide here a brief description of the background and organisation of your firm / entity and each associate for this Assignment / job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. Also if the consultant has formed a consortium, details of each of the member of the consortium, name of lead members etc shall be provided.

Your Name (Company or Individual)

Parent Company (If Applicable)

Your Address

Contact Name

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Contact Telephone Number

E-Mail Address

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(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]

d) Date of Birth:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

e) Nationality:

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f) Education:

[Indicate college / university and other specialized education of staff member, giving names of institutions, degrees obtained and dates of obtainment]

g) Membership of Professional Associations:

h) Other Training

i) Countries of Work Experience:

[List countries in alphabetical order where staff has worked in the last ten years]:

j) Languages:

Language	Speaking	Reading	Writing
Good			
Fair			
Poor			

[For each language indicate proficiency: good, fair or poor in speaking, reading and writing]

k) Employment Record:

From [Year] _____

To [Year] _____

Employer:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Positions held:

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[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here above): dates of employment, name of employing organization, positions held]

l) Detailed Tasks Assigned:

[List all tasks to be performed under this Assignment / job]

m) Work Undertaken that Best illustrates Capability to Handle the Tasks assigned
 [Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment /jobs that best illustrate staff capability to handle the tasks listed under point 12]

Name of Assignment / job or project :

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Year: _____

Location:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Employer:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Main Project Features:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Positions held:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Activities performed:

n) Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

Place:

[Signature of staff member or authorised representative of the staff]

[Full name of authorised representative]

II. Consultant's Experience

[Using the format below, provide information on each Assignment/job for which your firm, and each partner in the case of consortium or joint venture, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/job (If possible, the employer shall specify exact assignment/job for which experience details may be submitted separately). In case of consortium, association of consultant, the consultant must furnish the following information for each of the consortium member separately]

1. Firm's name:

2. 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**

III Separate Sheets for each of the Key Personnel and the Project Manager in the below mentioned format should be submitted:

1. Name of the Key Personnel
2. Type of Expert (Financial/PPP/Legal)
3. Educational Qualification (give complete details)
4. No. of total Projects Completed by the Personnel
5. No of eligible assignments completed (please attach sheet with name of the Project and role performed)
6. No of PPP projects completed (please attached sheet with name of the Project and role performed.
7. Total no. of years experience

APPENDIX-I

Form-4

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND
DECLARATION THEREOF**

We hereby declare that our firm, our associate / group firm or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by OI DC Ltd which shall be binding on us.

Authorised Signatory
[In full and initials]

Name:

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Title of Signatory:

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Name of Firm:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Address:

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APPENDIX-I

Form- 5

FORMAT FOR FINANCIAL PROPOSAL (ON-LINE ONLY)

(SEPARATE FOR EACH PROJECT)

Name of the Project:

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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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