

**Draft Document  
Request for Proposal**

**for  
Appointment of consultant for undertaking**

**Best-Use study and Bid Process Management  
for the Site(s)**

**at  
Vanijya Nikunj, Udyog Vihar, Gurgaon  
&**

**HSI IDC Office Complex, IMT Manesar  
for development under the  
Public Private Partnership Model**

## 1. INTRODUCTION

1.1 Haryana State Industrial & Infrastructure Development Corporation Limited (HSIIDC) is a state level agency engaged in the business of industrial development in the State through funding of industrial projects by way of term loans and development of Industrial Infrastructure in the state. HSIIDC is also the nodal agency for development of industrial infrastructure in the State of Haryana. The Corporation has developed a number of Industrial Model Townships, Industrial Estates, Theme Parks at strategic locations all over the State. Prime among these are Industrial Model Townships at Rohtak, Manesar & Faridabad, Industrial Estates at Kundli, Rai, Barhi, Growth Centre at Bawal, Food Park at Rai & Saha, etc.

1.2 **Udyog Vihar, Gurgaon:** Best Use Study and Bid Process Management for the site(s) at Udyog Vihar, Gurgaon & IMT Manesar, which are detailed below, under the PPP Model:

### 1.2.1 Site 1:

Udyog Vihar at Gurgaon is a sprawling industrial estate (Industrial Estate Gurgaon and Udyog Vihar, Phase-I to VI, Gurgaon) developed by HSIIDC at Gurgaon over an area of 721 acres. Udyog Vihar has space earmarked for industrial, institutional and commercial usage. The Corporation has planned to develop Vanijya Nikunj – a commercial complex in Phase-V, Udyog Vihar, Gurgaon, for which an area of about 17.1789 acres has been earmarked. The detailed layout plan for the Vanijya Nikunj is as under:

Description of Construction Block	Covered Area Achieved (in square meters)	Ground coverage (in square meters)
<b>Block-A,A1,A2</b>	8988.30	2095.71
<b>Block-B</b>	9876.98	1802.82
<i>Block-B,B1</i>	<i>1802.82 square meters</i>	
<i>Block-C</i>	<i>1470.47 square meters</i>	
<i>Block-D</i>	<i>1470.47 square meters</i>	
<b>Block-E,E1,E2</b>	9948.66	1828.72
<i>Block-F</i>	<i>1470.47 square meters</i>	
<i>Block-G,G1,G2</i>	<i>3798.82 square meters</i>	
<b>Block-H</b>	3834.59	1638.54

Out of the above, blocks C, D, F, G, G1 & G2 are lying vacant. Blocks A & B had been auctioned for development of office complex. On Block-E, HSIIDC has constructed commercial building namely Udyog Minar and HSIIDC has developed its office on Block-H.

### 1.2.2 Site 2:

In addition to the above site, HSIIDC has also reclaimed area along the RCC box drain, Udyog Vihar, Phase-IV, Gurgaon, which can also be exploited/utilised for creating parking facilities with Kiosks/eateries etc. The consultants would be required to identify the best use model for this chunk of land under the PPP model.

The details/map of both of sites i.e. Site-1 and Site-2 can be seen at annexure-A.

## 1.3 IMT Manesar:

The Corporation has developed Office Complex-cum-Exhibition Halls at IMT Manesar, as per the details below:

1. Office Complex Building (5552 square meters)
2. Auditorium Building (1831 square meters)
3. Cafeteria Building (503 square meters)
4. Exhibition Halls (8352 square meters). Upto to the level of columns and beams.

The works for development of the site were awarded to a construction agency, out of which only office complex building could be completed. The other buildings, however, are not completely built.

The Corporation now intends to identify the best use possible for the three buildings/sites under the PPP model in order to make these functional.

## **2. REQUEST FOR PROPOSAL**

2.1 The Corporation intends to undertake a Best Use Study for the vacant plots, identify the best model for development of these commercial sites preferably under the public private partnership model. The Consultant is to be selected through an open competitive bidding/limited tender enquiry process in accordance with the procedure set out herein.

### **2.2 Scope of Work: The Scope of Work shall interalia include the following:**

#### **A. Best Use Study:**

- Profile of the area (subject site), Site analysis, mapping of the real estate supply and other developments in the area. including usage in the vicinity, connectivity/accessibility etc., in view of the anticipated traffic to be generated as result of the project. This will include study of present global trends and best practices in real estate development for various components including pricing, occupancy and absorption in the area. Estimation of average annual takeoff (absorption) for all relevant types of real estates (e.g. commercial, retail, hotel etc.) in the area.
- SWOT analysis of the site for various development components keeping in view the legal framework and development controls, including building byelaws and master plan provisions for the subject site.
- Identification of product mix components for development on subject site. Demand and supply scenario for various development components (envisaged and allowed on subject site). Estimation of the absorption period and phasing of the development component wise. Assessment of market pricing for various product mix components identified.
- Financial viability assessment of the various scenarios to ascertain the most financially viable product mix including Return on investment, Net present Value, Internal Rate of Return and debt Service Coverage Ratio, including risk and sensitivity analysis.
- Recommendations on Best use option(s) for the subject site etc.

#### **B. Project Structuring:**

- Based on the shortlisted product mix/development component, preparation of detailed project report including detailed business plan and revenue model, under a bankable PPP option.

#### **C. Bid Process Management:**

- Determining the pre-qualification criteria, preparing request for qualification documents and assisting HSIIDC in pre-qualification of bidders for the project,
- Preparing Request for Proposal (RFP) and other supporting documents, for inviting bids from the pre-qualified bidders including draft concessions, agreement, bid evaluation, selecting the PPP partner and execution of concessions agreement etc.

**Note:** *The timeline for study at 2.2 A shall not be more than 4 weeks. Consultants have to submit the draft report to Client (HSIIDC) within 3 weeks and final report within 1 week from the receipt of comments from Client on the draft report.*

### **2.3 Due diligence by Applicants**

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to HSIIDC and the Project site, sending written queries to HSIIDC, and attending a Pre-Proposal Conference on the date and time specified in Clause 2.10.

### **2.4 Sale of RFP Document**

RFP document can be obtained between 1100 hours and 1600 hours on all working days on payment of a fee of Rs. 1,000 (Rupees one thousand only) in the form of a demand draft or banker's cheque drawn on any Scheduled Bank in India in favour of HSIIDC and payable at Chandigarh/Panchkula. The document can also be downloaded from the Official Website of HSIIDC. In case of a downloaded form, the Applicant would be required to submit the aforesaid fee along with the bid application.

### **2.5 Validity of the Proposal**

The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date (the "PDD").

### **2.6 Brief description of the Selection Process**

HSIIDC would adopt a two stage selection process (collectively the "Selection Process") in evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in Clause 9.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 9.2. In the second stage, a financial evaluation will be carried out as specified in Clause 9.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 9.4. The first ranked Applicant shall be selected for negotiation (the "Selected Applicant"), if required, while the second ranked Applicant will be kept in reserve.

### **2.7 Currency:**

All figures in the proposal shall be made in Indian Rupees (Rupees).

### **2.8 Schedule of Selection Process:**

The schedule for the selection process would be as under:

1. Last date for receiving queries/clarifications	10.09.2010
2. Pre-Bid Conference	15.09.2010
3. Proposal Due Date or PDD	27.09.2010 at 1500 Hrs
4. Opening of Proposals	27.09.2010 at 1530 Hrs
5. Submission of duly signed/accepted LOA	Within 30 days of issue of LOA
6. Validity of Applications	180 days of Proposal Due Date

### **2.9 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 specified below:

Sh. Hamvir Singh,  
Deputy General Manager (IA),  
Udyog Vihar, Gurgaon  
Phone: 0124-2342612  
Mobile: 09999600280  
Email: hsiidcgurgaon@gmail.com

However, for the convenience of the Applicants, a pre-Proposal visit to the Site shall be arranged on 15.09.2010, at 1100 hours. The Applicants who desire to avail this facility may visit HSIIDC Office at Udyog Vihar, Gurgaon on the date and time mentioned above.

## 2.10 Pre-Bid Conference

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

Date: 15.09.2010

Time: 1200 hours

Venue: HSIIDC Office, Udyog  
Vihar, Phase-I,  
Gurgaon

## 2.11 Communications

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

Managing Director,  
Haryana State Industrial & Infrastructure development Corporation Limited,  
C – 13 & 14, Sector 6, Panchkula  
Phone: (0172) 2590 475 / 2590 324; Fax: (0172) 2590 474 / 2590 352  
Email: info@hsiidc.org

ii. The **Official Website** of HSIIDC is: <http://www.hsiidc.org>

iii. All communications, including the envelopes, should contain the following information, to be marked at the top in letters as **“Proposal – Best Use Study for Vanijya Nikunj”**

## 3. INSTRUCTIONS TO APPLICANTS

### A. GENERAL

#### 3.1 Scope of Proposal

3.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process in response to this invitation. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

3.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by HSIIDC through the Selection Process specified in this 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 HSIIDC's decisions are without any right of appeal whatsoever.

3.1.3 The Applicant shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the forms at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to confirm the acceptance of the terms & conditions of the assignment as specified in the Letter of Acceptance (LOA) to be issued by HSIIDC.

#### 3.1.4 Key Personnel

The Consultancy Team shall consist of the following key personnel (the **“Key Personnel”**) who shall discharge their respective responsibilities as specified below:

##### **Key Personnel:**

**Team Leader:** He will lead, co-ordinate and supervise the multidisciplinary team for undertaking the study.

**Real Estate Expert:** Must be an expert in real estate sector, who will bring in the knowledge set relating to the Real Estate Sector.

**PPP & Transaction Advisory Expert:** He will be responsible for suggesting options for PPP and undertake transaction advisory, besides devising a bankable PPP option for the project.

## 3.2 Conditions of Eligibility of Applicants

3.2.1 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.

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

(A) **Technical Capacity:** The Applicant should be a limited Company having minimum 10 years’ experience in consultancy business as on 31<sup>st</sup> March 2010. Further it should have over the past 5 (five) years preceding the PDD, undertaken a minimum of 10 (ten) consultancy Assignments, out of which atleast 5 (five) should be in Real Estate sector preferably relating project structuring under PPP model/transaction Advisory. Preference will be given for having conducted for Best Use Study in the sector.

(B) **Financial Capacity:** The Applicant shall have received a minimum income of Rs.20 (twenty) crore per annum from professional fees during each of the 3 (three) financial years (Years ended 2008, 2009 & 2010) preceding the Proposal Due Date. For the avoidance of doubt, professional fee hereunder refers to fees received by the Applicant for providing advisory or consultancy services to its clients.

(C) **In-house capability:** The Applicant should be able to demonstrate in-house capability in terms of personnel & resources/infrastructure support for carrying out the assignment successfully.

(D) **Conditions of Eligibility for Key Personnel:** The following Key Personnel with the following eligibility would have to be appointed for the assignment:

Team Leader	Post Graduation Management or Economics	Minimum 10 years’ experience	Should have handled at-least three assignments as team leader besides participating in at-least 7 assignments in real estate/PPP sectors.
Real Estate Expert:	Post Graduation Management or Economics	Minimum 7 years’ experience	Should have handled at-least five assignments relating to real estate sector. Preference will be given to those who have undertaken a Best Use Study in real estate sector.
PPP & Transaction Advisory Expert:	Post Graduation Management or Economics	Minimum 5 years’ experience	Should have handled at-least three assignments PPP/ Transaction Advisory.

**4. Instructions for Applicants:**

4.1 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 and the fee received in respect of each of the Eligible Assignments specified in the Proposal. 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.

4.2 The Applicant should submit a Power of Attorney as per the format at Form-2 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.

4.3 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 Proposal, would not be eligible to submit a Proposal either by itself or through its Associate. The Applicant will submit an affidavit to the effect that it has not been debarred/blacklisted by the Central Government, any State Government, a statutory authority or a public sector undertaking in this regard.

4.4 The 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 or a judicial 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.

4.5 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

#### **4.6 Conflict of Interest**

4.6.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, HSIIDC shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to HSIIDC for, *inter alia*, the time, cost and effort of the HSIIDC including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to HSIIDC hereunder or otherwise.

4.6.2 HSIIDC requires that the Consultant provides professional, objective, and impartial advice and at all times hold HSIIDC’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of HSIIDC.

#### **4.7 Number of Proposals**

No Applicant or its Associate shall submit more than one Application for the Consultancy.

#### **4.8 Cost of Proposal**

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to HSIIDC, Project site etc. HSIIDC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

#### **4.9 Site visit and verification of information**

Applicants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with HSIIDC, Applicable Laws and regulations or any other matter considered relevant by them. Visit shall be organised for the benefit of prospective Applicants on dates, time and venue as specified in this document.

#### **4.10 Acknowledgement by Applicant**

4.10.1 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 HSIIDC;

- (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 HSIIDC or relating to any of the matters referred to in this document;
- (d) satisfied itself about all matters, things and information, including matters referred to in this document, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- (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.

4.10.2 HSIIDC 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 thing 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 HSIIDC.

#### **4.11 Right to reject any or all Proposals**

4.11.1 Notwithstanding anything contained in this RFP, HSIIDC 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.

4.11.2 Without prejudice to the generality of Clause 4.11.1, HSIIDC reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Applicant does not provide, within the time specified by HSIIDC, the supplemental information sought by HSIIDC for evaluation of the Proposal. Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then HSIIDC reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of HSIIDC, including annulment of the Selection Process.

### **5. DOCUMENTS**

#### **5.1 Contents of the RFP**

5.1.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 5.3:

- i. Introduction
- ii. Instructions to Applicants
- iii. Criteria for Evaluation
- iv. Fraud and corrupt practices
- v. Pre-Proposal Conference
- vi. Miscellaneous

#### **5.2 Clarifications**

5.2.1 Applicants requiring any clarification on the RFQ may send their queries to HSIIDC in writing before the date mentioned in the Schedule of Selection Process at Clause 2.8. The envelopes shall clearly bear the following identification: **“Queries/Request for Best Use Study for Vanijya Nikunj”**

HSIIDC shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. HSIIDC will post the reply to all such queries on its Official Website – [www.hsiidc.org](http://www.hsiidc.org) for the benefit of all concerned.

5.2.2 HSIIDC reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this **Clause 5.2** shall be construed as obliging HSIIDC to respond to any question or to provide any clarification.

### **5.3 Amendment of RFP**

5.3.1 At any time prior to the deadline for submission of Proposal, HSIIDC 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 and post it on its Official Website at [www.hsiidc.org](http://www.hsiidc.org).

5.3.2 All such amendments will be notified in writing through fax or e-mail to all Applicants who have purchased the RFP document. 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.

5.3.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, HSIIDC may, in its sole discretion, extend the Proposal Due Date.

## **6. PREPARATION AND SUBMISSION OF PROPOSAL**

### **6.1 Language**

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

### **6.2 Format and signing of Proposal**

6.2.1 The Applicant shall provide all the information sought under this RFP. HSIIDC would evaluate only those Proposals that are received in the specified forms and complete in all respects.

6.2.2 The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked “ORIGINAL”. In addition, the Applicant shall submit 2 (two) copies of the Proposal, alongwith Documents, marked “COPY”. In the event of any discrepancy between the original and its copies, the original shall prevail.

6.2.3 The Proposal and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the “**Authorised Representative**”) certified under the hands of a director of the Applicant and notarised by a notary public in the form specified in Appendix-I (Form-2) shall accompany the Proposal.

6.2.4 Applicants should note the Proposal Due Date, as specified in **Clause 2.8**, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by HSIIDC, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in **Clause 6.6**. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, HSIIDC reserves the right to seek clarifications under and in accordance with the provisions of **Clause 7.3**.

### **6.3 Technical Proposal**

6.3.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the “**Technical Proposal**”).

6.3.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- (a) The Bid Security is provided;
- (b) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (c) Power of Attorney, if applicable, is executed as per Applicable Laws;
- (d) CVs of all Professional Personnel have been included;
- (e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at **Clause 3.2.2 (D)** of the RFP;
- (f) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- (g) the CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;
- (h) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- (i) Professional Personnel proposed have good working knowledge of English language;
- (j) Key Personnel would be available for the period indicated in the TOR;
- (k) no Key Personnel should have attained the age of 75 (seventy five) years at the time of submitting the proposal; and
- (l) the proposal is responsive in terms of **Clause 7.1.3**.

6.3.3 Failure to comply with the requirements spelt out in this **Clause 6.3** shall make the Proposal liable to be rejected.

6.3.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after acceptance of the Letter of Acceptance (LOA), he shall be liable to be debarred for any future assignment of HSIIDC for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

6.3.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

6.3.6 The proposed team shall be composed of experts and specialists (the “**Professional Personnel**”) in their respective areas of expertise and managerial/support staff (the “**Support Personnel**”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in **Clause 3.1.4** shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the **format at Form-10 of Appendix-I**.

6.3.7 HSIIDC reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by HSIIDC to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the HSIIDC thereunder.

6.3.8 In case it is found during the evaluation or at any time before signing of the Letter of Acceptance (LOA) or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue/acceptance of the LOA, and if

the Selected Applicant has already accepted the LOA, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by HSIIDC without it being liable in any manner whatsoever to the Applicant or Consultant, as the case may be. In such an event, HSIIDC shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to HSIIDC for, *inter alia*, time, cost and effort of HSIIDC, without prejudice to any other right or remedy that may be available to HSIIDC.

#### **6.4 Financial Proposal**

6.4.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the “**Financial Proposal**”) in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

6.4.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

(i) 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.

(ii) 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.

(iii) Costs (including break down of costs, if any) shall be expressed in Rupees.

#### **6.5 Submission of Proposal**

6.5.1 The Applicants shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorised Representative of the Applicant as per the terms of the RFP. In case the proposal is submitted on the document down loaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by HSIIDC and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by HSIIDC, the latter shall prevail.

6.5.2 The Proposal will be sealed in an outer envelope which will bear the address of HSIIDC, the Consultancy name as indicated earlier and the name and address of the Applicant. It shall bear on top, the following:

**“Proposal – Best Use Study for Vanijya Nikunj”**

**“Do not open, except in presence of the Authorised Person of HSIIDC”**

If the envelope is not sealed and marked as instructed above, HSIIDC assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

6.5.3 The aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked ‘**Technical Proposal – Vanijya Nikunj**’ and the other clearly marked ‘**Financial Proposal – Vanijya Nikunj**’. The envelope marked “Technical Proposal” shall contain:

- (i) Application in the prescribed format (Form-1 of Appendix-I) along with Forms 2 to 10 of Appendix-I and supporting documents; and
- (ii) Bid security as specified in **Clause 6.9.1**.

The envelope marked "Financial Proposal" shall contain the financial proposal in the prescribed format (Form 1 of Appendix-II).

6.5.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.

6.5.6 The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

6.5.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.

6.5.7 The rates quoted shall be firm throughout the period of performance of the assignment upto and including acceptance of the Report by HSIIDC and discharge of all obligations of the Consultant under the LOA.

## **6.6 Proposal Due Date**

6.6.1 Proposal should be submitted at or before 1500 hours on the Proposal Due Date specified at **Clause 2.8** at the address provided in **Clause 2.11** in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

6.6.2 HSIIDC may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with **Clause 5.3** uniformly for all Applicants.

## **6.7 Late Proposals**

Proposals received by HSIIDC after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

## **6.8 Modification/ substitution/ withdrawal of Proposals**

6.8.1 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 HSIIDC prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.

6.8.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with **Clause 6.5**, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

6.8.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by HSIIDC, shall be disregarded.

## **6.9 Bid Security**

6.9.1 The Applicant shall furnish as part of its Proposal, a refundable bid security of Rs. 1,00,000/- (Rupees One lakh) in the form of a Demand Draft issued by one of the Nationalised/ Scheduled Banks in India in favour of HSIIDC payable at Chandigarh/Panchkula. (the "**Bid Security**"). The Bid Security will not

be refundable in case of the two highest ranked Applicants as required in **Clause 8.1.1**. In the event that the first ranked Applicant commences the assignment as required in **Clause 8.5**, the bid Security of the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith. The Selected Applicant's Bid Security shall be returned or adjusted against the performance security to be submitted by the selected applicant, as the case may be.

6.9.2 Any Bid not accompanied by the Bid Security shall be rejected by HSIIDC as non-responsive.

6.9.3 HSIIDC shall not be liable to pay any interest on the Bid Security, which shall be interest free.

6.9.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to HSIIDC's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by HSIIDC as the mutually agreed pre-estimated compensation and damage payable to HSIIDC for, *inter alia*, the time, cost and effort of HSIIDC 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 specified in this RFP;
- (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 vide **Clause 8.1.1**;
- (e) In the case of a Selected Applicant, if the Applicant fails to sign the Letter of Acceptance or commence the assignment as specified in **Clauses 8.4 and 8.5** respectively; or
- (f) If the Applicant is found to have a Conflict of Interest as specified in **Clause 4.6**.

## **7. EVALUATION PROCESS**

### **7.1 Evaluation of Proposals**

7.1.1 HSIIDC shall open the Proposals at 1130 hours on the Proposal Due Date, at the place specified in **Clause 2.11** and in the presence of the Applicants who choose to attend. The envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.

7.1.2 Proposals for which a notice of withdrawal has been submitted in accordance with **Clause 6.8** shall not be opened.

7.1.3 Prior to evaluation of Proposals, HSIIDC will determine whether each Proposal is responsive to the requirements of the RFP. HSIIDC may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- (a) the Technical Proposal is received in the form specified at Appendix-I;
- (b) it is received by the Proposal Due Date including any extension thereof pursuant to **Clause 6.6**;
- (c) it is accompanied by the Bid Security as specified in **Clause 6.9.1**.
- (d) it is signed, sealed, bound together in hard cover and marked as stipulated in **Clauses 2.11(iii) and 6.5**;
- (e) it is accompanied by the Power of Attorney as specified in **Clause 4.2**;
- (f) it contains all the information (complete in all respects) as requested in the RFP;
- (g) it does not contain any condition or qualification; and
- (h) it is not non-responsive in terms hereof.

7.1.4 HSIIDC reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the HSIIDC in respect of such Proposals.

7.1.5 HSIIDC shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at **Clause 2.6** and the criteria set out in Clause 9 of this RFP.

7.1.6 After the technical evaluation, HSIIDC shall prepare a list of pre-qualified and shortlisted Applicants in terms of **Clause 9.2** for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. HSIIDC will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of **Clauses 9.3 and 9.4**.

7.1.7 Applicants are advised that Selection will be entirely at the discretion of HSIIDC. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.

7.1.8 Any information contained in the Proposal shall not in any way be construed as binding on HSIIDC, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

## **7.2 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising HSIIDC in relation to matters arising out of, or concerning the Selection Process. HSIIDC will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. HSIIDC may divulge any such information in case it is required to do so under any law or it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or HSIIDC.

## **7.3 Clarifications**

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

7.3.2 If an Applicant does not provide clarifications sought under **Clause 7.3.1** above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, HSIIDC may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of HSIIDC.

## **8. APPOINTMENT OF CONSULTANT**

### **8.1 Negotiations**

8.1.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 60% (sixty per cent) marks as required under **Clause 9.1.2** shall be replaced by the Applicant with a better candidate to the satisfaction of HSIIDC. In case the Selected Applicant fails to reconfirm its commitment, HSIIDC reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

8.1.2 HSIIDC will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of HSIIDC.

## **8.2 Substitution of Key Personnel**

8.2.1 HSIIDC will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of HSIIDC.

8.2.2 HSIIDC expects all the Key Personnel to be available during implementation of the LOA/period of the assignment. HSIIDC will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of HSIIDC. As a condition to such substitution, a sum equal to 1% (one per cent) of the assignment fee specified for the study & bid process management shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 5% (five per cent) of the assignment fee specified for the study & bid process management. Any further substitution may lead to disqualification of the Applicant or termination of the LOA/assignment.

8.2.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the LOA/assignment.

## **8.3 Indemnity and Limitation of Liability**

The Consultant agrees to indemnify, defend, and hold harmless the HSIIDC and its officers, directors, agents, and employees from and against any and all demands, claims, and damages to persons or property, losses and liabilities, including reasonable attorney's fees, arising out of or caused by Consultant's or its employees's negligence or deficiency in services.

The Consultant shall, subject to the provisions of the LOA, indemnify HSIIDC for an amount not exceeding 1 (one) time the value of the LOA/assignment (net fee) for any direct loss or damage that is caused due to any deficiency in services.

## **8.4 Award of Consultancy**

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the HSIIDC to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, HSIIDC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by HSIIDC on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant would be considered.

## **8.5 Commencement of assignment**

The Consultant shall commence the Services at the Project site within 7 (seven) days of the acceptance of the LOA. If the Consultant fails to either sign the Letter of Acceptance as specified in **Clause 8.4** or commence the assignment as specified herein, HSIIDC may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of **Clause 6.9.4**.

## **8.6 Proprietary data**

Subject to the provisions of **Clause 7.2**, all documents and other information provided by HSIIDC or submitted by an Applicant to HSIIDC shall remain or become the property of HSIIDC. Applicants and the

Consultant, as the case may be, shall treat all information as strictly confidential. HSIIDC will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to HSIIDC in relation to the Consultancy shall be the property of HSIIDC.

## 8.7 Arbitration

In the event of any dispute or difference arising between the Parties in relation to the work assigned to the Consultant hereunder or vide any agreement entered between the Parties or any clause of provision hereof, the parties shall endeavour to settle the same through mutual agreement. If the dispute cannot be settled within 30 days of such dispute, same shall be settled by the sole arbitrator as appointed by HSIIDC. The arbitration will be governed by the provision of the Arbitration and Conciliation Act, 1996. The cost of the arbitration shall be equally borne by the parties. The arbitrator may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by such party. The arbitration proceedings shall be held in Panchkula, Haryana.

## 9. CRITERIA FOR EVALUATION

### 9.1 Evaluation of Technical Proposals

9.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience; its understanding of TOR, proposed methodology & Work Plan; and, experience /qualification of the Key Personnel. Only those Applicants whose Technical Proposals get a score of 60 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 (ST).

9.1.2 Each Key Personnel must score a minimum of 60% marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 60% marks or the two of the remaining Key Personnel score less than 60% marks. In case the Selected Applicant has one Key Personnel, other than the Team Leader, who scores less than 60% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of HSIIDC, would score 60% or above.

9.1.3 The scoring criteria to be used for evaluation shall be as follows.

Sr. No.	Parameter	Marks	Criteria		
1	Firm's experience in similar assignments	35	60% (20 out of 35) of the maximum marks shall be <b>of the Applicant</b> awarded for the number of Eligible Assignments across all sectors undertaken by the Applicant firm. Preference of 5% (out of 50%) will be given in case of a successful Best Use Study.		
			Number of assignments	Marks	
			Below 10 assignments	Zero	
			10 assignment	12	
			11 – 15	15	
			16 – 19	18	
			Above 20	20	
			30% (10 out of 35) of the maximum marks shall be for the years of experience.		
			Years of experience	Marks	
			Below 10 years	Zero	

			10 years	06
			11 – 15	08
			16 years & above	10
			10% (5 out of 35) will be awarded for conduct of Best Use Study in Real Estate Sector.	
2	Approach, Methodology & Understanding of the assignment	05	To be awarded for understanding of the project requirement.	
3	Proposed Team/ Key Personnel	60	Educational qualifications: 20% Experience: 40% Assignments: 40%	
	Team Leader	25	Educational Qualification: 20% (5 out of 25)	Post Graduation in Management or Economics: 03  Team Leader with Civil Engineering will be awarded additional 02 marks
			Experience: 40% (10 out of 25)	< 10 years: Zero marks 10 years: 06 marks 11 – 14 years: 08 marks Above 14 years: 10 marks
			Assignments handled: 40% (10 out of 25)	< 7: Zero marks = 7: 06 marks 8 – 9: 08 marks > 9: 10 marks
	PPP Expert	15	Educational Qualification: 20% (3 out of 15)	Post Graduation in Management or Economics: 03
			Experience: 40% (06 out of 15)	< 5 years: Zero marks = 5 years: 04 marks 6 – 9 years: 05 marks > 9 years: 06 marks
			Assignments handled: 40% (06 out of 15)	< 3: Zero marks = 3: 04 marks 4 – 5: 05 marks > 5: 06 marks
	Real Estate Expert	20	Educational Qualification: 20% (04 out of 20)	Post Graduation in Management or Economics: 04
			Experience: 40% (08 out of 20)	< 7 years: Zero marks = 7 years: 05 marks 7 – 9 years: 06 marks Above 09 years: 08 marks
Assignments handled: 40% (08 out of 20)			< 5: Zero marks = 5: 05 marks 6 – 9: 06 marks > 9: 08 marks	
<b>Total:</b>		<b>100</b>		

#### 9.1.4 Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments in respect of preparation of feasibility report and/or detailed project report and transaction advisory services across various sectors including real estate sector with a minimum value (project cost) of Rs. 100 crore shall be deemed as eligible assignments (the “**Eligible Assignments**”).

#### 9.2 Short-listing of Applicants

Of the Applicants ranked as aforesaid, not more than five shall be pre-qualified and shortlisted for financial evaluation in the second stage. However, if the number of such prequalified Applicants is less than two, HSIIDC may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 70 points even if such Applicant(s) do(es) not qualify in terms of **Clause 9.1.2**; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed two.

#### 9.3 Evaluation of Financial Proposal

9.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3., each Financial Proposal will be assigned a financial score (SF).

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

9.3.3 HSIIDC 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 TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

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

(F = amount of Financial Proposal)

#### 9.4 Combined and final evaluation

9.4.1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times Tw + SF \times Fw$$

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.

9.4.2 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 **Clauses 8.1, 8.4 and 8.5**, as the case may be.

#### 10. FRAUD AND CORRUPT PRACTICES

10.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, HSIIDC shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, HSIIDC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages

payable to HSIIDC for, *inter alia*, time, cost and effort of HSIIDC, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

10.2 Without prejudice to the rights of HSIIDC under **Clause 10.1** hereinabove and the rights and remedies which HSIIDC may have under the LOA, if an Applicant or Consultant, as the case may be, is found by HSIIDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue/acceptance of the LOA, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by HSIIDC during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by HSIIDC to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

10.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of HSIIDC who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the LOA or arising therefrom, before or after acceptance 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 HSIIDC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue/acceptance of the LOA, as the case may be, any person in respect of any matter relating to the Project or the LOA, who at any time has been or is a legal, financial or technical consultant/ adviser of HSIIDC in relation to any matter concerning the Project;

(b) **"fraudulent practice"** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) **"coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

(d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by HSIIDC 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. PRE-BID CONFERENCE**

11.1 Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have purchased the RFP document or downloaded the same from the Official Website for HSIIDC, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.

11.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of HSIIDC. HSIIDC shall endeavour to provide clarifications and

such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

## 12. MISCELLANEOUS

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

12.2 HSIIDC, 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 HSIIDC 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.

12.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases HSIIDC, 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.

12.4 All documents and other information supplied by HSIIDC or submitted by an Applicant shall remain or become, as the case may be, the property of HSIIDC. HSIIDC will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

12.5 HSIIDC reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

## 13. TIME AND PAYMENT SCHEDULE

13.1 The total duration for the entire assignment would be 16 (sixteen weeks) – Four weeks for Best Use Study and 12 weeks for selection of the concessionaire. The Consultant shall deploy its Key Personnel as per the Deployment of Personnel proposed.

13.2 Time schedule for important Deliverables (the “Key Dates”) of the Consultancy and the payment schedule linked to the specified Deliverables is given below:

Sr. No.	Deliverable/Milestones	% payable of Total Fee Quoted/Accepted	Milestone for deliverables
1	Mobilization fee	10%	At the start of the assignment (T)
2	Submission of Draft Best Use Report	20%	T + 4 weeks
3	Finalization of RFP/RFQ documents	20%	T + 6 weeks
4	Selection of the concessionaire	20%	T + 12 weeks
5	Signing of the concessions agreement	10%	T + 14 weeks

6	Final handover of the project land to the concessionaire and other related requirements	20%	T + 16 weeks
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**14. SCHEDULES**

**14.1 Meetings**

HSI IDC may review with the Consultant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held in New Delhi/ Gurgaon/ Panchkula at HSI IDC’s office. Further, the Consultant may be required to attend meetings and conferences with pre-qualified Bidders or the Selected Bidder. No payments against the expenses towards attending such meetings during the period of Consultancy, shall be paid by HSI IDC.

**14.2 Reporting**

14.2.1 The Consultant will work closely with HSI IDC. HSI IDC has established a Working Group (the “WG”) to enable conduct of this assignment. A designated Nodal Officer of HSI IDC will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the Consultant’s outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.

14.2.2 The Consultant may prepare Issue Papers highlighting issues that could become critical for the timely completion of the Project and that require attention from HSI IDC.

14.2.3 The Consultant will make a presentation on the inception report for discussion with the WG at a meeting. This will be a working document. The Consultant 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 TOR or any other matters regarding work scope and related issues; and so on. The Consultants’ work on the TOR tasks should continue while the report is under consideration and is being discussed.

14.2.4 Regular communication with the WG and the Nodal Officer is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings.

14.2.5 The Deliverables will be submitted as per schedule provided in this RFP.

**14.3 Data/information to be made available by HSI IDC:**

HSI IDC shall provide to the Consultant all the information/data available with it for the assignment.

**14.4 Completion of Services**

All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to HSI IDC in soft form apart from the reports indicated in the Deliverables. The study outputs shall remain the property of HSI IDC and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of HSI IDC. The Consultancy shall stand completed on acceptance by HSI IDC of all the Deliverables of the Consultant and execution of the Concession Agreement. HSI IDC shall issue a certificate to that effect. The Consultancy period/schedule can be extended/modified by mutual consent of HSI IDC and the Consultant. However HSI IDC may impose the delay penalty at the rate of 0.5% per week, of the cost of the relevant mile stone in case of the delay in completion of the Services by the Consultant.

**14.5 Performance Guarantee:**

The successful Bidder would be required to submit a Performance Guarantee equivalent to 10% of the fee, by way of Bank Draft or Bank Guarantee in an approved format drawn on a scheduled commercial Bank in favour of HSI IDC. The amount shall be retained as Performance Guarantee of successful bidder for the entire period of the consultancy and shall be refunded on successful completion of the assignment.

**14.6 Drop Dead Fee:**

HSI IDC reserves the right to stop the assignment at any point of the Consultancy with a notice of fifteen days. The expenses incurred towards the assignment till that time as mutually agreed upon plus 10% of remaining consultancy fees shall be paid in such an event.

**TECHNICAL PROPOSAL**  
Form-1  
**Letter of Proposal**  
(On Applicant's letter head)

The Managing Director,  
Haryana State Industrial & Infrastructure Development Corporation Limited,  
C – 13 & 14, Sector 6, Panchkula

Sub: Appointment of Consultant for Best Use Study and Bid Process Management for Vanijya Nikunj,  
Udyog Vihar Gurgaon

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 Consultant for Best Use Study and Bid Process Management for Vanijya Nikunj, Udyog Vihar Gurgaon. 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 Consultant for the aforesaid Project.
4. I/We shall make available to the HSIIDC any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the HSIIDC 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 HSIIDC;
  - (b) I/We do not have any conflict of interest in accordance with **Clause 4.6** 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 **Clause 10.3** of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the HSIIDC 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 Section 4 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 Consultant, without incurring any liability to the Applicants in accordance with **Clause 4.11** of the RFP document.

9. 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.

10. 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.

11. 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.

12. 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 HSIIDC [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.

13. The Bid Security of Rs. 1,00,000/- (Rupees One lakh) in the form of a Demand Draft is attached, in accordance with the RFP document.

14. 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.

15. I/We agree to keep this offer valid for 180 (ninety) days from the Proposal Due Date specified in the RFP.

16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form 2.

17. In the event of our firm being selected as the Consultant, I/we agree to abide by the terms & conditions of the assignment as finalized.

18. 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 HSIIDC or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

19. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

20. 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 Consultant for Preparation of Best Use Study and Bid Process Management for Vanijya Nikunj, Udyog Vihar Gurgaon, proposed to be developed by the Haryana State Industrial & Infrastructure Development Corporation Limited (the "HSI IDC") 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 HSI IDC, representing us in all matters before the HSI IDC, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the HSI IDC 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 HSI IDC.

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 ....., 2010.

For .....

(Signature, name, designation and address)

Witnesses:

1.

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 (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.*

*For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention, 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

**APPENDIX – I**  
**Form-3**  
***Details of the Applicant***  
***(On the Letterhead of the Consultant)***

a) Name of the Applicant

b) Address of the Office(s)

c) Date of incorporation and/or commencement of business

Details of individual(s) who will serve as the point of contact /communication for HSIIDC with the Applicant:

a) Name :

b) Designation :

c) Company/Firm :

d) Address :

e) Telephone number:

f) E-mail address :

g) Fax number :

h) Mobile number :

Date:

**(Signature, name and designation of the authorised signatory)**

APPENDIX-I  
Form-4  
**Financial Capacity of the Applicant**

Sr. No.	Financial Year	Annual Revenue (Rupees/US \$ in million)
1.	2009 – 10	
2.	2008 – 09	
3.	2007 – 08	

**Certificate from the Statutory Auditor**

This is to certify that ..... (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:  
Seal of the audit firm  
Date:

(Signature, name and designation of the authorised signatory)

In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

APPENDIX-I  
Form-5  
**Particulars of Key Personnel**

The Consultant shall propose team consisting of staff / experts to take care of all aspects of the assignment as prescribed in the RFP.

<b>Sr. No.</b>	<b>Name of Key Professional</b>	<b>Educational Qualification</b>	<b>Area of Expertise</b>	<b>Experience in No. of years</b>	<b>Task Assigned in the present firm</b>	<b>No. of eligible assignments</b>
1.	Team leader					
2.	Real estate Expert					
3.	PPP Expert					

**(Signature, name and designation of the authorised signatory)**

APPENDIX-I  
Form-6  
**Proposed Methodology and Work Plan**

The proposed methodology and work plan shall be described as follows:

**1. Understanding of TOR (not more than two pages)**

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

**2. Methodology and Work Plan (not more than three pages)**

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

**(Signature, name and designation of the authorised signatory)**

APPENDIX-I  
Form-7  
**Abstract of Eligible Assignments of the Applicant#**

Sr. No.	Name of Project	Name of Client	Estimated capital cost of the assignment (in Rupees)	Fee received from the assignment (In Rupees)
(1)	(2)	(3)	(4)	(5)

- i. The Applicant should provide details of only those assignments that have been undertaken by it under its own name.
- ii. The names and chronology of Eligible Projects included here should conform to the assignment wise details submitted in Form-10 of Appendix-I.

<b>Certificate from the Statutory Auditor</b>	
<p>This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.</p> <p>Name of the audit firm: Seal of the audit firm Date:</p> <p style="text-align: right;">(Signature, name and designation of the authorised signatory)</p>	

In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

**Note:** The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

APPENDIX-I  
Form-8  
**Abstract of Eligible Assignments of Key Personnel@**

Name of Key Personnel: Designation:

Sr. No.	Name of Project*	Name of Client	Estimated capital cost of the assignment	Name of firm for which the assignment was undertaken	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Mandays spent
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

- i. Use separate Form for each Key Personnel.
- ii. The names and chronology of projects included here should conform to the project-wise details submitted in Form-08 of Appendix-I.

**Note:** The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

**(Signature, name and designation of the authorised signatory)**

APPENDIX-I  
Form-09  
**Eligible Assignments of Key Personnel**

Name of Key Personnel:	
Designation of Key Personnel:	
Name of the Assignment:	
Name of Consulting Firm where employed:	
Description of services performed by the Key Personnel (including designation):	
Name of client and Address: (indicate whether public or private) Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of the assignment (in Rs. crore or US\$ million):	
Start date and finish date of the services (month/ year):	
Brief description of the Assignment:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.	
(Signature and name of Key Personnel)	

**Notes:**

- i. Use separate sheet for each Eligible Project.
- ii. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

APPENDIX-I  
Form-10  
**Curriculum Vitae (CV) of Key Personnel**

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:  
(Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked  

Name of project	Description of responsibilities
-----------------	---------------------------------
8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

- i. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- ii. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

Place..... (Signature and name of the Key Personnel)

(Signature and name of the authorised signatory of the Applicant)

**Notes:**

1. Use separate form for each Key Personnel
2. The names and chronology of assignments included here should conform to the project-wise details submitted in Form-8 of Appendix-I.
3. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

APPENDIX-II  
**FINANCIAL PROPOSAL**  
Form-11  
**Covering Letter**  
(On Applicant's letter head)

(Date and Reference)

The Managing Director,  
Haryana State Industrial & Infrastructure Development Corporation Limited,  
C – 13 & 14, Sector 6,  
Panchkula

Sub: Appointment of Consultant for Best Use Study and Bid Process Management for Vanijya Nikunj,  
Udyog Vihar Gurgaon

Dear Sir,

I/We, \_\_\_\_\_ (Applicant's name) herewith enclose the Financial Proposal for selection of my/our  
firm as Consultant for above.

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date  
or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name & designation of the authorised signatory)

**Note:** The Financial Proposal is to be submitted strictly as per forms given in the RFP.

**Financial Proposal**

*(On the Letterhead of the Consultant)*

Appointment of Consultant for Best Use Study and Bid Process Management for Vanijya Nikunj, Udyog Vihar Gurgaon

Having gone through the RFP document and having fully understood the scope of work for the project as set out in these documents; we are pleased to quote the following Professional fees for the Assignment:

<b>In Figure</b>	
<b>In Words</b>	

(Signature, name & designation of the authorised signatory)

*Note:*

1. The Financial Proposal is inclusive of all out pocket expenses incurred by the applicant towards travel, documentation and communication.
2. The Financial Proposal shall be in lumpsum inclusive of all taxes & charges etc.
3. In case of difference in amount quoted in figures and words, the figure in words would be considered for evaluation.