

Request for Proposal (RFP) Document

Empanelment of Transaction Advisors

by

Finance Department, Government of West Bengal

for

Undertaking Projects

under

Public Private Partnership (PPP) format

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DISCLAIMER

The information contained in this Request for Proposal (RFP) document or subsequently provided to the transaction advisors (“Transaction Advisors”), whether verbally or in documentary form by or on behalf of Finance Department, Govt of West Bengal (“Client” / “FD, GoWB”) or any of its employees or advisors, is provided to the Transaction Advisors on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP document is not an offer or invitation to any other party. The purpose of this RFP document is to provide the Transaction Advisors, to whom it is issued, with information to assist the formulation of their Proposal submission. This RFP document does not purport to contain all the information each Transaction Advisor may require. This RFP document may not be appropriate for all persons and it is not possible for Client and their employees or advisors to consider the objectives, financial situation and particular needs of each Transaction Advisor. Certain Transaction Advisors may have a better knowledge of the proposed Project than others. Each recipient must conduct its own analysis, to check the accuracy, adequacy, correctness and reliability of the information contained in this RFP document and is advised to carry-out its own investigation into the proposed Project, the legislative and regulatory regimes which apply thereto and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project. Client and their employees and/ or advisors make no representation or warranty and shall incur no liability under the Law of Contract, Tort, the Principles of Restitution or unjust enrichment or otherwise for any loss, expense or damage, which may arise from or be incurred or suffered in connection with anything contained in this RFP document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP document and any assessment, assumption, statement or information contained therein or any matter deemed to form part of this RFP document, the award of the Project and any other information supplied by or on behalf of Client or their employees, advisors or otherwise arising in any way from the selection process for the Project. Client may in its absolute discretion, but without being under any obligation to do so, amend or supplement the information in this RFP document. The information that Client is in a position to furnish is limited to this RFP document and the information available at the contact addresses given in Project Data Sheet.

This RFP document and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than, in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the Project in accordance with this RFP document, the information contained in the RFP document shall not be divulged to any other party. The information contained in the RFP document must be kept confidential.

Mere submission of a responsive Proposal does not ensure selection of the Transaction Advisor as Empanelled Transaction Advisor(s). The Client reserves the right to reject all or any of the Transaction Advisors or Proposals without assigning any reason whatsoever. The Client reserves all the rights to cancel, terminate, change or modify this selection process and/or requirements of bidding stated in the RFP document, at any time without assigning any reason or providing any notice and without accepting any liability for the same.

1. INVITATION FOR PROPOSALS

1.1 Introduction

1.1.1 The Government of West Bengal is keen to develop infrastructure in the State and is taking up various steps in this regards. In the process of development the State Government is keen to take up projects in partnership with the Private Sector on a PPP framework.

1.1.2 In order to take up PPP Projects efficiently, it is necessary that the various State Level and municipal government level agencies have access to appropriate advisory support for the implementation of PPP transactions.

1.1.3 **Panel of Transaction Advisors-** The Finance Department, Govt of West Bengal, hereinafter referred to as “Client” or “FD, GoWB” intends to empanel **maximum 9 (nine) Transaction Advisors** for PPP Project in the State of West Bengal in various identified sector of the infrastructure. This Request for Proposal (RFP) is for the Empanelment of Transaction Advisors on Client’s panel **of advisors for various sectors** for undertaking projects under Public Private Partnership (PPP) format (hereinafter referred as the “Project”).

1.1.4 **Services covered under Transaction Advisory-** Transaction Advisory services entail financial analysis, economic analysis, legal analysis, environmental impact analysis, contract documentation preparation, tender processing, engineering designing or cost estimating and assistance in bringing a PPP project from the concept stage through public bidding and award to actual execution. The transaction Advisors will also prepare RFQ & RFP’s for selection of the Private Sector partner for the implementation of identified PPP projects

1.1.5 **Panel for Technical Pre-feasibility Study Advisors-** It is also proposed to enlist agencies who can in addition to taking up Transaction Advisory Services also prepare Technical Pre-Feasibility Reports. *Such Advisors having Technical Capacities shall be **empanelled separately** in the following broad categories:*

- Transportation including inland water transport
- Urban Infrastructure including Solid waste management and Drainage & sewerage
- Tourism Infrastructure and related facilities
- Industrial and Related Infrastructure
- Infrastructure in Social Sector including Water supply, treatment & distribution, Area Development and Commercial Development
- Power and Telecommunication
- E-governance

Each of the labelled panel of consultants will have a maximum of 5 (five) firms, with required

subject matter expertise.

- 1.1.6 **The Memorandum of Agreement-** Separate Memorandum of Agreements (MOA) shall be entered into by and between the Client and the respective successful Transaction Advisor(s) and Technical Pre-feasibility Study Advisor(s).
- 1.1.7 A "Single Stage" bidding process is being followed for determining the Successful Transaction Advisors, wherein the Transaction Advisors would submit their Proposals on/ before the Proposal Due Date as mentioned in the Proposal Data Sheet. The Bidders shall submit the detailed Technical Proposals for the Empanelment on the Client's panel as set out in this RFP document.
- 1.1.8 This RFP document contains information about the Project, bidding process, proposal submission qualification, evaluation process and Client.
- 1.1.9 A level of service as specified in this RFP document would be maintained, during the empanelment period, by the successful Transaction Advisors.
- 1.1.10 Interested Transaction Advisors would be required to submit their Technical Proposals for empanelment as per format given in this RFP document. The Technical Proposal will be examined for substantive compliance or responsiveness to the Proposal requirements. The Client would evaluate the Technical Proposals as per the empanelment criteria mentioned in this RFP Document.
- 1.1.11 (i) The top nine (9) Transaction Advisors would be empanelled for PPP Projects Transaction advisory as per Clause 1.1.3 and
(ii) Five (5) Transaction Advisors & Technical Pre-Feasibility Study advisors will be empanelled in each identified category as per Clause 1.1.5.
Selection would be based on the marks secured in the Technical Proposal Evaluation, and the firms shall be empanelled by the Client subject to scoring of a **minimum of 70 marks** in their proposal.
- 1.1.12 The complete Proposals should be submitted on or before the Proposal Due Date as specified in Proposal Data Sheet **(Latest by 1 pm on 29.08.2012)**, in the manner specified in the RFP document. The Client shall not be responsible for any delay in receiving the Proposal and reserves the right to reject any or all Proposals without assigning any reason thereof.
- 1.1.13 The Applicant shall be a single entity and no consortium shall be allowed.**

2. BACKGROUND

2.1 Introduction

Finance Department, Government of West Bengal, will be the nodal agency and shall be responsible for implementation and development of infrastructure projects under Public Private Partnership (PPP) format,

The panel of the Transaction Advisors, to be selected, shall assist GoWB and Public Infrastructure Agencies in executing the projects with the requisite speed and quality.

2.2 Request for Proposal

The Client invites Proposals (the “Proposals”) for selection of **maximum Nine (9) Transaction Advisors** (the “Transaction Advisor”) to be empanelled on the panel of FD, GoWB, in general and **sector wise separate Five (5) Transaction Advisors & Technical Pre-Feasibility Study advisors**. They would be required to carry out various assignments assigned and agreed upon by Client and Transaction Advisors over a period of time. The Client intends to select the various Advisors in accordance with the procedure set out herein.

2.3 Validity of the Proposal

The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date, or any extensions thereof as specified by the Client from time to time.

2.4 Brief description of the Selection Process

The Client has adopted a Single stage selection process (collectively the “Selection Process”) in evaluating the Proposals. A technical evaluation of those Advisors fulfilling the basic criteria as set out in Clause 3 will be carried out as specified in Clause 5. Based on this technical evaluation, a panel of short-listed Transaction Advisors shall be prepared as specified in Clause 5.2.

- (a) The top Nine (9) ranked Transaction Advisors shall be empanelled on the panel of the Client (the “Empanelled Transaction Advisors). In the event, a department proposes to take up a project in the sector not defined herein; it may choose to use the service of the Transaction advisors from the sector which is nearest in terms of definition.
- (b) For the Sectoral Technical Pre-Feasibility- **Sector wise separate panels of Five (5) Transaction Advisors & Technical Pre-Feasibility Study advisors** will be selected meeting the experience criteria as mentioned in clause 3 and through the process as detailed in Clause 5.

2.5 Scope of Work

The successful Transaction Advisors shall be required to carry out the work as per the Terms of Reference (TOR) laid down in Clause 10 of the RFP document.

2.6 Payment

The respective departments shall invite separate proposals from the Empanelled Transaction Advisors and/ or Technical Pre-feasibility study for the specific projects. The selection of the Project Transaction advisors from amongst the empanelled TAs by the respective departments will be **on the basis of lowest price bid received by the client department, i.e. on L-1 selection criteria.**

All payments to the Transaction Advisor(s) shall be made in INR

2.7 Schedule of Selection Process

The Client would endeavour to adhere to the schedule as mentioned in the Proposal Data Sheet.

2.8 Communications

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

3. GENERAL TERMS AND CONDITION FOR EVALUATION

Empanelment Criteria

(A) **For Transaction Advisors-** This invitation to submit Proposals to the RFP document is open to all Transaction Advisors fulfilling the following basic criteria.

Bidders shall have atleast completed transaction advisory services for two different projects implemented under a PPP framework, with State Governments/ Government Agencies in India as client.

However, it is being clarified here that only such projects shall be considered for evaluation wherein the Bidder was involved in the process of project structuring and the bid process management till the date of signing of the Agreement(s) between the Government Agency and the Private Sector Player.

(B) **Transaction Advisory including the Technical Pre-feasibility Study-** In those cases, where the Terms of Reference may also include Technical Feasibility, in such case only those Transaction Advisor having the following additional experience would be entitled:

“Must have prepared in the last five financial years immediately preceding the Application Due Date, at least two Feasibility/Project Reports for projects having a value of not less than Rs 25 crores each in the sector it wishes to bid for”

Bidders failing to meet these criteria or not submitting requisite supporting proof as specified in this RFP document are liable to be rejected during the Technical Evaluation.

3.2 Conflict of Interest

Client requires that Transaction Advisor(s) provide professional services and impartial advice and at all times hold the Client’s interests paramount, strictly avoid conflicts with other Projects or their own corporate interests and act without any consideration for future work.

3.3 Single Bidder

The Applicant shall be a single entity and no Consortium shall be allowed.

3.4 Cost of Proposal

The Transaction Advisor shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process. The Client will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

3.5 Acknowledgement by Transaction Advisor

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

- (a) made a complete and careful examination of the RFP document;
- (b) received all relevant information requested from the Client;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP document or furnished by or on behalf of the Client or relating to any of the matters referred above;
- (d) satisfied itself about all matters, things and information, including matters referred herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

The Client shall not be liable for any omission, mistake or error on the part of the Transaction

Advisor in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP document or the Selection Process, including any error or mistake therein or in any information or data given by the Client.

3.6 Right to reject any or all Proposals

Notwithstanding anything contained in this RFP document, the Client 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.

3.6.1 The Client reserves the right to reject any Proposal if:

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

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

3.7 Amendment of RFP document

3.7.1 At any time prior to the deadline for submission of Proposal, the Client may, for any reason, at its own initiative, modify the RFP document by the issuance of Addendum/ Amendment.

3.7.2 All such addenda/amendments will be posted on the website along with the revised RFP document containing the amendments and will be binding on all Transaction Advisors.

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

3.8 Language

The Proposal and all related correspondence and documents shall be written in English language. If any supporting document attached to the Proposal is in any other language, the

same will be supported by an English translation (duly authenticated/ attested from Indian Embassy in respective countries) and in case of any ambiguity the translation (original as translated by FD, GOWB) shall prevail.

3.9 Format and signing of Proposal

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

3.9.2 The interested Transaction Advisor(s) shall prepare one original set of the Proposal (together with Documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL".

3.9.3 The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Transaction Advisor who shall initial each page, in blue/ black ink. In case of printed and published Documents, only the cover shall be **labelled**. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be **labelled** by the person(s) signing the Proposal. The Proposals must be properly signed as detailed below:

- (i) by the proprietor, in case of a proprietary firm;
- (ii) by the partner holding the Power of Attorney, in case of a partnership firm;
- (iii) by a duly authorised person holding the Power of Attorney (the "Authorised Representative"), in case of a Limited Company or a corporation; or

A copy of the Power of Attorney certified under the hands of a partner or director of the Transaction Advisor or a notary public on the specified form, shall accompany the Proposal.

3.9.4 Transaction Advisors should note the Proposal Due Date, as specified in Proposal Data Sheet, for submission of Proposals. Transaction Advisors are reminded that no supplementary material will be entertained by the Client, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Proposal Data Sheet. Transaction Advisors will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

3.10 Technical Proposal

- 3.10.1 Transaction Advisors shall submit the technical proposal in the formats at Clause 9 (the “Technical Formats”). Same formats are also to be used for the Technical proposals for the empanelment of Transaction Advisors for sector specific Technical Pre-feasibility studies
- 3.10.2 Failure to comply with the requirements spelt out in this Clause shall make the Proposal liable to be rejected. If a Transaction Advisor makes an averment regarding his qualification, experience or other particulars and it turns out to be false, or his/ her commitment regarding availability for the Project is not fulfilled at any stage after signing of the Memorandum of Agreement, he/ she shall be debarred from participation in any future Project of the Client for a period of two years. The award of this Project to the Transaction Advisor may also be liable to cancellation in such an event.
- 3.10.3 The Client reserves the right to verify all statements, information and documents, submitted by the Transaction Advisor in response to the RFP document. Failure of the Client to undertake such verification shall not relieve the Transaction Advisor of its obligations or liabilities hereunder nor will it affect any rights of the Client thereunder.
- 3.10.4 In case it is found during the evaluation or at any time before signing of the Memorandum of Agreement or after its execution and during the period of subsistence thereof, that the Transaction Advisor(s) has made a material misrepresentation or has given any materially incorrect or false information, the Transaction Advisor(s) shall be disqualified forthwith, if not yet appointed as the Transaction Advisor(s) either by issue of the Award Letter or entering into of the Memorandum of Agreement, and if the Transaction Advisor has already been issued the Award Letter or has entered into the Memorandum of Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP document, be liable to be terminated, by a communication in writing by the Client, without the Client being liable in any manner, whatsoever, to the Transaction Advisor(s), as the case may be.

3.11 Submission of Proposals

3.11.1 Sealing and Marking of Proposal

There shall be separate Technical Proposal envelopes for the Transaction Advisors and those for the identified 7 sectors for Transaction advisor & Technical Pre-feasibility studies.

(A) For Transaction Advisors (Panel of 9 firms)- Interested bidders shall prepare and submit:

- a. One (1) Original of the Technical Proposal in “Envelope-Technical Proposal” duly

marking "Original". The envelope containing the Technical Proposal shall be labelled as:

Envelope –“Technical Proposal””: TECHNICAL PROPOSAL for “Selection of Transaction Advisors for Empanelment on FD, GOWB Panel”

Contents of Envelope-“Technical Proposal” shall be as follows:

(Technical Proposal in Original)

- Appendix 1: Covering Letter along with processing fee of Rs. 100,000/-* (Rupees One Lakh only)
- Appendix 2: Power of Attorney for Authorized Signatory
- Appendix 3: Letter of Undertaking
- Appendix 4: Covering all projects for which Qualifying as well as Technical scoring is being sought
- Appendix 5: Curriculum Vitae (CV) for Proposed Professional Staff

***NOTE-** There shall be a single Processing Fee for the transaction advisors, irrespective of their bidding for the Central Panel and/ or other sectoral panels as well

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

(B) For Sector wise (identified 7 sectors) with 5 firms in each of the panels of the respective sectors- Interested bidders shall prepare and submit:

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

Envelope –“Technical Proposal””: TECHNICAL PROPOSAL for “Selection of Transaction Advisors and Technical Pre-feasibility Study Expert for the Sector of _____, for Empanelment on FD, GOWB Panel”

Contents of Envelope-“Technical Proposal” shall be as follows:

(Technical Proposal in Original)

- Appendix 1: Covering Letter along with processing fee of Rs. 100,000/-** (Rupees One Lakh only)
- Appendix 2: Power of Attorney for Authorized Signatory

- Appendix 3: Letter of Undertaking
- Appendix 4: Covering projects specific to the Sector for which the proposal is been submitted and for which Qualifying as well as Technical scoring is being sought
- Appendix 5: Curriculum Vitae (CV) for Proposed Professional Staff, as required for that sector.

****NOTE-** There shall be a single Processing Fee for the transaction advisors, irrespective of their bidding for the Central Panel and/ or other sectoral (one/ multiple) panels as well.

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

3.12 Proposal Due Date

- 3.12.1 Proposal should be submitted on the Proposal Due Date specified in the Proposal Data Sheet, at the address provided in Proposal Data Sheet in the manner and form as detailed in this RFP document.
- 3.12.2 The Client may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with provisions of this RFP uniformly for all Transaction Advisors.

3.13 Late Proposals:

Any Proposal received by Client after 1300 hours on the **Proposal Due Date 29.08.2012 will** not be accepted.

4. EVALUATION PROCESS

4.1 Evaluation of Proposals

- 4.1.1 The Client shall open the Proposals at a time, date and venue specified in the Proposal Data Sheet and in the presence of the Transaction Advisors who choose to attend. The envelopes marked "Technical Proposal" shall be opened, first for the Central Panel and then for the Sectoral Panels.
- 4.1.2 Proposals for which a notice of withdrawal has been submitted in accordance with the provisions of the RFP document will not be opened.

- 4.1.3 Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
- (a) it is received in the form specified at Clause 3.11 (Technical Proposal);
 - (b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 3.12;
 - (d) it is signed, sealed, bound and marked as stipulated in Clause 3.11;
 - (e) it contains all the information (complete in all respects) as requested in the RFP document;
 - (f) it does not contain any condition or qualification;
 - (g) it is not non-responsive in terms hereof; and
 - (h) does not meet the Empanelment criteria as mentioned in Clause 3.1.
- 4.1.4 The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Client in respect of such Proposals.
- 4.1.5 The Client would subsequently examine and evaluate Proposals in accordance with the Selection Process specified in this RFP and the criteria set out in this RFP.
- 4.1.6 After the technical evaluation, the Client would prepare a list of shortlisted Transaction Advisors. The final ranking of the Proposals would be carried out in terms of Clause 5 and the top Five (5) Transaction Advisors in each category scoring the highest marks in the Technical Evaluation shall be empanelled by the Client.
- 4.1.7 Transaction Advisors are advised that Selection will be entirely at the discretion of the Client. Transaction Advisors will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given by the Client.
- 4.1.8 Any information contained in the Proposal shall not in any way be construed as binding on the Client, its agents, successors or assigns, but shall be binding against the Transaction Advisors if the Consultancy is subsequently awarded to it.

4.2 Confidentiality:

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

4.3 Clarifications

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

4.3.2 If a Transaction Advisor does not provide clarifications sought under Sub-Clause 4.3.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Client may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Transaction Advisor shall be barred from subsequently questioning such interpretation of the Client.

4.4 Empanelment Letter

After selection, a Empanelment Letter shall be issued, in duplicate, by the Client to the

- Selected 9 (nine) Transaction Advisors for the Central Panel and
- Selected 5 (five) Sectoral Transaction Advisors and Technical Pre-feasibility experts,

The Transaction Advisors shall within 7 (seven) days of the receipt of the Letter, sign and return the duplicate copy of the Letter in acknowledgement thereof. In the event the duplicate copy of the Award Letter duly signed by the any of the Selected Transaction Advisor is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, cancel the Letter issued to it.

4.5 Execution of Memorandum of Agreement

After acknowledgement of the Award Letter as aforesaid by the

- Selected 9 (nine) Transaction Advisors for the Central Panel and
- Selected 5 (five) Sectoral Transaction Advisors and Technical Pre-feasibility experts,

Client shall execute the Memorandum of Agreement within the period prescribed in the Proposal Data Sheet.

5. CRITERIA FOR EVALUATION:

Evaluation of Technical Proposals

In the first stage, the Technical Proposal will be evaluated on the basis of empanelment criteria mentioned at Clause 3.1.

5.2 The following marking system shall be followed.

A: Empanelment as Transaction Advisor

Sl. no	Criteria	Total Marks	Marking System
A	Relevant Qualifications / Experience of the Firm	80	
A-1	The applicant shall have, over the last 5 (five) years preceding the Application Due Date, provided Transaction Advisory Services in the infrastructure sector to Central / State Government agencies / UTs in India for Infrastructure Projects. Scope should include Project Structuring, Scoping and Implementation Framework	25	<ul style="list-style-type: none"> • More than 20 projects: 25 marks • 16-20 projects 20 marks • 11-15 projects 15 marks • 6-10 projects 10 marks • 0-5 projects 5 marks
A-2	The applicant shall have, over the last 5 (five) years preceding the Application Due Date: provided Transaction Advisory Services in any of the specific sectors as mentioned in clause no. 1.1.4	20	<ul style="list-style-type: none"> • Minimum of 3 projects in each sector • All 7 sectors: 20 marks • 5-6 sectors: 15 marks • 3-4 sectors: 10 marks • 1-2 sectors: 5 marks
A-3	The applicant shall have, over the last 5 (five) years preceding the Application Due Date: Experience of provided infrastructure advisory services to Government organisations in West Bengal.	10	<ul style="list-style-type: none"> • More than 10 projects: 10 marks • 5-10 projects: 8 marks • 0-5 projects: 4 marks
A-4	Key professional staff qualifications and competence for the assignment: <i>(format of specimen CV enclosed)</i>	25	<p>The number of points to be assigned to each CV shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications [30%]</p> <ul style="list-style-type: none"> • Educational Profile relevance (Engineering/ Management/ Finance/ Legal) for the proposed role • Key Qualifications

Sl. no	Criteria	Total Marks	Marking System
			<ul style="list-style-type: none"> • Number of years of work experience and the past work profile (Firm and role) • Honours and Distinctions <p>2) Adequacy for the assignment [50%]</p> <ul style="list-style-type: none"> • Number of projects in the required domain (Engineering/ Managerial/ Financial/ Legal) and the deliverables therein • Experience of PPP Projects • Knowledge of the functions • Experience in RFP Preparation, Bid Management, Contract formulation and signing • Client citations <p>3) Experience in region and language [20%]</p> <ul style="list-style-type: none"> • Languages spoken • Past Projects in the State of West Bengal and in Eastern India <p>Total weight: 100%</p>
B	Financial Competence of the Firm	20	
B-1	Average Revenue Collection from Advisory Services for the last 3 years ending 31 st March 2011	10	<ul style="list-style-type: none"> • More than Rs. 50 Cr: 10 marks • Rs. 26-50 Cr: 7.5 marks • Rs. 10-25 Cr: 3.5 marks • Minimum of Rs 10 crores Advisory Services revenue for qualification
B-2	Average Annual Turnover of the firm as on 31 st March 2011	10	<ul style="list-style-type: none"> • More than Rs. 100 Cr.: 10 marks • Rs. 51- 100 Cr: 7.5 marks • Rs. 20-50 Cr: 3.5 marks • Minimum of Rs 20 crores Turnover for qualification
	Total (A+B)	100	

B: Empanelment as Transaction Advisor with experience in preparation of Technical Pre-Feasibility Report

Sl. no	Criteria	Total Marks	Marking System
A	Relevant Qualifications / Experience of the Firm	80	
A-1	The applicant shall have, over the last 5 (five) years preceding the Application Due Date, provided Transaction Advisory Services in the infrastructure sector to Central / State Government agencies / UTs in India for Infrastructure Projects . Scope should include Project Structuring, Scoping and Implementation Framework	25	<ul style="list-style-type: none"> • 10 or more projects: 25 marks • 7-9 projects: 21 marks • 4-6 projects: 14 marks • 0-3 projects: 7 marks
A-2	The applicant shall have, over the last 5 (five) years preceding the Application Due Date: prepared Technical Feasibility Report in the sector it has applied for.	20	<ul style="list-style-type: none"> • 7 or more projects in the given sector: 20 marks • 5-6 projects: 15 marks • 3-4 project: 10 marks • 1-2 projects: 5 marks
A-3	The applicant shall have, over the last 5 (five) years preceding the Application Due Date: Experience of provided infrastructure advisory services to Government organisations in West Bengal.	10	<ul style="list-style-type: none"> • 7 or more projects: 10 marks • 5-6 projects: 8 marks • 3-4 projects • 1-2 projects: 4 marks
A-4	Key professional staff qualifications and competence for the assignment: <i>(format of specimen CV enclosed)</i>	25	<p>The number of points to be assigned to each CV shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications [30%]</p> <ul style="list-style-type: none"> • Educational Profile relevance (Engineering/ Management/ Finance/ Legal) for the proposed role • Key Qualifications • Number of years of work experience and the past work profile (Firm and role) • Honours and Distinctions <p>2) Adequacy for the assignment [60%]</p> <ul style="list-style-type: none"> • Number of projects in the required domain (Engineering/ Managerial/ Financial/ Legal)

Sl. no	Criteria	Total Marks	Marking System
			and the deliverables therein <ul style="list-style-type: none"> • Experience of PPP Projects • Experience of Technical Pre-feasibility Study in the given Sector for any Government • Knowledge of the functions • Experience in RFP Preparation, Bid Management, Contract formulation and signing • Client citations 3) Experience in region and language [10%] <ul style="list-style-type: none"> • Languages spoken • Past Projects in the State of West Bengal and in Eastern India Total weight: 100%
B	Financial Competence of the Firm	20	
B-1	Average Revenue Collection from Advisory Services for the last 3 years ending 31 st March 2011 in the given sector	10	<ul style="list-style-type: none"> • More than Rs. 20 Cr: 10 marks • Rs. 11-20 Cr: 7.5 marks • Rs. 2-10 Cr: 3 marks • Minimum of Rs 2 crores Advisory Services revenue for qualification in the given sector
B-2	Average Annual Turnover of the firm as on 31 st March 2011	10	<ul style="list-style-type: none"> • More than Rs. 50 Cr.: 10 marks • Rs. 31- 50 Cr: 8 marks • Rs. 10-30 Cr: 4 marks • Minimum of Rs 10 crores Turnover for qualification
	Total (A+B)	100	

Note:

1. Applicants applying under "Empanelment as Transaction Advisor with experience in preparation of Technical Pre-Feasibility Report" must attach separate sheets for separate sector they are applying for.
2. The applicant must attach financial statements for the last three years.
3. A certificate of completion from the Employer must be enclosed.

6. FRAUD AND CORRUPT PRACTICES

- 6.1 The Transaction Advisors 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, the Client shall reject a Proposal without being liable in any manner whatsoever to the Transaction Advisors, if it determines that the Transaction Advisors has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process, then the Client shall disqualify the Transaction Advisor from this Selection Process.
- 6.2 Without prejudice to the rights of the Client under Clause 6.1 hereinabove and the rights and remedies which the Client may have under the Award Letter or the Memorandum of Agreement, if an Transaction Advisor(s) is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the Award Letter or the execution of the Memorandum of Agreement, such Transaction Advisors shall not be eligible to participate in any tender or RFP document issued by the Client during a period of 2 (two) years from the date on which such Transaction Advisor is found by the Client 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.
- 6.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the Award Letter or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Award Letter or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award Letter or the Agreement, who at any time has been or is a legal, financial or technical Transaction Advisor/ adviser of the Client in relation to any matter concerning the Project;
 - b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

- c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement with other Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

7. MISCELLANEOUS

- 7.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Kolkata shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 7.2 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Transaction Advisor in order to receive clarification or further information;
 - c) retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Transaction Advisor; and/or
 - d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Transaction Advisor.
- 7.3 It shall be deemed that by submitting the Proposal, the Transaction Advisor agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

8. PROPOSAL DATA SHEET

Name of the Project	Selection of Transaction Advisor for Empanelment on FD, GOWB Panel”
Name of the Client	Finance Department, Govt of West Bengal
Name and Address for submission of Proposals	Finance Department, Govt Of West Bengal
Name and Address for Correspondence with Client	Finance Department, Govt Of West Bengal
Processing Fee	Processing Fee of Rs. 100,000/- (Rupees One lakh only) is to be submitted along with the bid.
Period of Proposal Validity	180 days from Proposal Due Date or any extension thereof, sought by the Client
Bidding Parameter	Scoring the maximum marks in the evaluation of Technical Proposal submitted according to the formulae mentioned in Clause 3
Issue of notification for empanelment of Transaction Advisors & Technical Pre-feasibility Study Experts	01.08.2012
Submission of Queries	Queries are to be submitted in writing either through registered post or through email at commissioner.ptax.westbengal@gmail.com
Pre-bid meeting	14.08.2012
Proposal Due Date	Latest by 1 pm on 29.08.2012
Opening of Proposals	3 pm on 29.08.2012
Proposal Evaluation and declaration of results	07.09.2012
Issue of Award Letter (AWARD LETTER)	Within 15 days from the date of Declaration of Empanelment List or any extension specified by Client.
Signing of Memorandum of Agreement	Within 15 days from the date of receipt of acknowledgement of the Award Letter from the Selected 9 (Nine) Transaction Advisors and Sector wise 5 (Five) Technical Pre-feasibility Study Experts.

9. TECHNICAL FORMATS

Appendix I: Covering Letter

Date:

To
Finance Secretary
Government of West Bengal
Writers Building

Subject: Selection of Transaction Advisors for Empanelment on FD, GoWB Panel.

Dear Sir,

1. With reference to the RFP Document for the captioned Project, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Transaction Advisor for the same. The Proposal is unconditional and unqualified. We confirm that we have examined the terms and conditions published in the RFP and accordingly submitting the Application for the following components.
 - A. **Envelope A**-Empanelment as Transaction Advisor- General for all sector
 - B. Empanelment as Transaction Advisor with experience in preparation of Technical Pre-Feasibility Report: For Specific Sector
 1. **Envelope B1**- Transportation including inland water transport
 2. **Envelope B2**- Urban Infrastructure including Solid waste management and Drainage & sewerage
 3. **Envelope B3**- Tourism Infrastructure and related facilities
 4. **Envelope B4**- Industrial and Related Infrastructure
 5. **Envelope B5**- Infrastructure in Social Sector including Water supply, treatment & distribution, Area Development and Commercial Development
 6. **Envelope B6**- Power and Telecommunication
 7. **Envelope B7**- E-Governance
2. Processing Fee of Rs. 100,000/-(Rupees One Lakh only) is attached in the form of Demand Draft no. _____, dated _____ drawn on _____ in favour of _____ payable at Kolkata.
3. All information provided in the Proposal is true and correct and all documents accompanying such Proposal are true copies of their respective originals.

4. This statement is made for the express purpose of appointment as the Transaction Advisor for the aforesaid Project and/ or Transaction Advisor with Technical Pre-feasibility Study Expert.
5. I/We shall make available to the Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
6. I/We acknowledge the right of the Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. I/We certify that in the last three years, I/we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Client or a judicial pronouncement or arbitration award against the Transaction Advisor, nor have been expelled from any project or contract nor have had any contract terminated for breach on our part.
8. I/We declare that:
 - a) I/We have examined and have no reservations to the RFP Documents, including any Addendum thereto, issued by the Client;
 - b) I/We do not have any conflict of interest in accordance with provisions of the RFP Document;
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Client or any other public sector enterprise or any government, Central or State; and
 - d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - e) I/We hereby declare that if appointed as the Selected Transaction Advisor, will be liable to fulfil all the obligations enumerated in this RFP document and Agreement.
9. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Transaction Advisor, without incurring any liability to the Transaction Advisors in accordance with the provisions of RFP document.

10. I/We certify that we have not been convicted by a Court of Law or indicted or otherwise have adverse orders passed against us by a regulatory Authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
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 FD,GoWB, in connection with the selection of Transaction Advisor or in connection with the Selection Process itself in respect of the above mentioned Project.
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 a period of 180 (One Hundred and Eighty) days or for a longer period on any further extension being sought by the Client, from the Proposal Due Date specified in the RFP.
16. In the event of my/our firm being selected as the Transaction Advisor, I/we agree to enter into an Agreement in accordance with the provisions of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
17. We understand that this is only an empanelment exercise and actual resource deployment on the projects shall occur through the L-1 firm, after another limited tender exercise undertaken by the respective authorities, from amongst the empanelled firms. We agree to ensure the availability of the resources proposed in our proposal, for such Transaction Advisory services within 21 days of the final selection by the respective authorities.
18. We understand that the billing of the resources will occur only against the actual deployment on the projects and as per the financial bids finalized in the process thereof.
19. I/We have studied the 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 Client or in respect of any matter arising out of or concerning or relating to the

Selection Process including the award of Consultancy.

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)

Appendix II: Power Of Attorney for Authorized Signatory
(On a Stamp Paper of relevant value)

POWER OF ATTORNEY

Know all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr. /Ms. _____ (name and address of residence) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Executant

Signature of Attorney
(Name, Title and Address of the Attorney)

Attested

Executant

Notes:

1. To be executed by the sole Bidder.
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Appendix 3: Letter of Undertaking

Date:

To
Finance Secretary
Government of West Bengal
Writers Building

Subject: Selection of Transaction Advisors for Empanelment on FD,GOWB Panel.

We hereby agree and undertake as under:

- (i) That, notwithstanding any conditions, whether implied or mentioned in our Technical Proposal, we agree to the terms and conditions as contained in the RFP document provided to us.
- (ii) That if empanelled and for the specific project (s) mandated to us, we/our affiliates/ consortium members will not bid for the same project (s) and / or rate the proposed project (s).

We hereby represent and confirm that our proposal is unconditional.

Dated this..... Day of..... 2012

Name of the Transaction Advisor

Signature of the Authorized Person

Name of the Authorized Person

Appendix 4: Experience of Transaction Advisory Services

A. Empanelment as Transaction Advisor- General for all sector

Sl No	Name of the Project	Category of Infrastructure Sector	Scope of Work	Date of Signing of Concession Agreement/closure of the project	Copy of Work Order / Client certificate showing scope of work
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Note:

1. Client Certificate must be provided for experience, wherein it should be clearly stated that the Bidder was involved in the process of project structuring and bid process management till the date of signing of the Concession Agreement. Self Certification by the Transaction Advisor shall not be admissible.
2. Additional paper may be used for more projects.
3. Applicants are advised to give details of the completed transaction advisory of all the projects handled by them. The Transaction Advisors will be ranked on the basis of cumulative number of projects handled by them.
4. The details of each of the Project given in experience citations chart above will be given in the following format:

Name of the Project/Assignment	
Name of the state/location within India	
Name of the location/country, if outside India	
Name & address of the Client with email id:	
Brief description of the project	
Type of services provided	
Duration of the project (from--- to ---)	
Number of professionals/consultants engaged with core competencies	
Name of Team Leader with qualification	
Name of associated partners	
Approximate value of the project	
Certified that the information given above is correct	<hr style="width: 100%;"/> Signature

B. Empanelment as Transaction Advisor with experience in preparation of Technical Pre-Feasibility Report: For Specific Sector

(Attach separate sheets for separate sector applying for- Sector specific information and citations to be put in separate envelopes)

Sl No	Name of the Project	Category of Infrastructure Sector	Scope of Work	Date of Signing of Concession Agreement/closure of the project	Copy of Work Order / Client certificate showing scope of work
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Note:

1. Client Certificate must be provided for experience, wherein it should be clearly stated that the Bidder was involved in the process of project structuring and bid process management till the date of signing of the Concession Agreement. Self Certification by the Transaction Advisor shall not be admissible.
2. Additional paper may be used for more projects.
3. Applicants are advised to give details of the completed transaction advisory of all the projects handled by them. The Transaction Advisors will be ranked on the basis of cumulative number of projects handled by them.
4. The details of each of the Project given in experience citations chart above will be given in

the following format:

Name of the Project/Assignment	
Name of the state/location within India	
Name of the location/country, if outside India	
Name & address of the Client with email id:	
Brief description of the project	
Type of services provided	
Duration of the project (from--- to ---)	
Number of professionals/consultants engaged with core competencies	
Name of Team Leader with qualification	
Name of associated partners	
Approximate value of the project	
Certified that the information given above is correct	<hr/> <p style="text-align: center;">Signature</p>

Appendix 5: Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position :**

2. **Name of Firm:**[Insert name of firm proposing the staff]

3. **Name of Staff:**[Insert full name]

4. **Date of Birth:** _____ **Nationality:** _____

5. **Education:**[indicate college/university and other specialised education of staff member, giving names of institutions, degrees obtained and dates of obtainment]

6. **Professional Memberships:**

7. **Other Training/ publications[indicate significant training since degree under 5- Education were obtained]:**

8. **Countries of Work Experience[List countries where staff has worked in the last ten years]:**

9. **Languages :**

<u>Language</u>	<u>Read</u>	<u>Write</u>	<u>Speak</u>

10. **Employment Record :**

From:		To:	
Employer:			
Positions held:			
From [Year]:		To [Year]:	

11. Detailed Task Assigned

[List all the tasks to be performed under this assignment]

12. Work Undertaken that best Illustrates Capability to handle the Tasks assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11]

Name of assignment or project:	
Year:	
Location:	
Client:	
Positions held:	
Activities performed:	

13. 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.

[Signature of staff member or authorized representative of the staff] Date: _____
[Day/Month/Year]

Full name of authorised representative:

Appendix 6: Other Documents to be submitted in the Technical Proposal

The following documents will also be part of the Technical Proposal and should be submitted by the interested firms:

- i. The covering letter including the given Bid Document and all its amendments and corrigendum
- ii. Copy of Permanent Account Number Card of bidder
- iii. Service Tax Registration Certificate
- iv. Financial Statements consisting of Balance Sheet and P&L Statement for Last Three years with clear information of the turnover of the firm, duly authorized by Statutory Auditor
- v. Work Experience Certificate for all the citations given
- vi. CV of all the resources proposed for the Project in the given format
- vii. All documents related to eligibility criteria.
- viii. Income Tax return for last 2 years, Service Tax Registration and Clearance
- ix. Declaration that the organization/member of the consortium has not been barred by Government of India or Government of West Bengal for participation in any project.

10. TERMS OF REFERENCE

I. Role of Transaction Advisor

The Transaction Advisor shall:

- i. Contribute the requisite technical, financial, legal and managerial resources to undertake project identification, development and implementation. Project identification, development and implementation of various projects would comprise activities (ii) to (x) below.
- ii. Coordinate with FD, GOWB and various Public Infrastructure Agencies of Government of West Bengal to identify and develop projects in the infrastructure sectors concerning such Public Infrastructure Agencies.
- iii. Help structure projects to enable recovery of the investments made in such projects through innovative business and commercial practices such as commercial sale of real estate, levy of user charges/ fee/ toll, facilitating financial contribution under the various schemes of Government of India and exploitation of development rights/ concessions etc., as appropriate under the applicable laws.
- iv. Proactively market the structured projects to potential investors, both domestic and international, at appropriate stages.
- v. Structure and market the projects in such a manner that various forms of aid, grant etc. from the Government of India, national and international institutions etc. can flow into the projects.
- vi. Assist in providing all services including inter alia, selection of technical consultants, concessionaires, independent engineers etc. and preparation, scrutiny, legal vetting & certification of essential documents including bid documents, contracts, bank guarantees etc..
- vii. Propose institutional structures required for implementation of projects and operation & maintenance thereof with private sector financing and recommend a suitable project management agency for the purpose of ensuring that the project is structured and executed in line with the specifications as stipulated in the Detailed Feasibility and Investment Banking Report (DFIBR) and / Techno Economic Feasibility Report (TEFR) or other appropriate report.
- viii. Assist FD, GOWB and Public Infrastructure Agencies of Government of West Bengal in establishing eligibility, if possible, of the projects for financial assistance of World Bank/Asian Development Bank/ other multilateral and bilateral agencies.
- ix. Project monitoring activities and related consultancy services during the execution/

construction period of the project.

- x. Establish an office in Kolkata, by making available essential office equipment including computers, fax, telephone, documents, data and other essential resources and posting personnel having appropriate qualifications to man the office. Such office shall be used by the Transaction Advisor as its common platform for rendering services in respect of all the projects which may eventually become a subject matter of the Memorandum of Agreement, to be signed between FD, GOWB and the successful Transaction Advisor.
- xi. If desired by FD, GOWB, mobilize financial resources for the projects on behalf of the operator/ contractor/ State Government or a Special Purpose Vehicle established for the project. The terms and conditions for this role of Transaction Advisor shall be finalized separately.

II. Minimum number of Personnel to be posted by the Transaction Advisor in the Kolkata office

A. Transaction Advisor- General for all sector			
Sl No	Description	Qualification	Experience
1	Three professionally qualified persons	Preferably having qualification/ specialisation in three separate functional areas like engineering, finance, law etc., which are relevant for project development work.	Atleast 7 years of relevant work experience for the team leader and atleast 5 years of relevant work experience for the other two persons.
2	Appropriate support staff to the satisfaction of FD, GOWB		
B. Transaction Advisor and Technical Pre-Feasibility Report Expert: For Specific Sector			
Sl No	Description	Qualification	Experience
1	Two professionally qualified persons	Preferably having qualification/ specialisation in three separate functional areas like engineering, finance, law etc., which are relevant for project development work.	Atleast 9 years of relevant work experience for the team leader and atleast 6 years of relevant work experience for the other person.
2	Appropriate support staff to the satisfaction of FD, GOWB		

III. Allocation of Projects amongst the panel of Transaction Advisors

For the allocation of projects, amongst the panel of Transaction Advisors, project specific terms of reference shall be prepared by the respective departments/ FD, GOWB and provided to the empanelled Transaction Advisors.

FD, GOWB shall carryout Limited Tenders amongst all the empanelled vendors on the L-1 Selection criteria i.e. the basis of the laid down terms and conditions, the Transaction Advisors shall submit its financial proposal and the Transaction Advisor quoting the lowest financial quote will be selected for the project.

For all the projects requiring Technical Pre-feasibility study the Limited Tender document will be issued to the panel of Sector specific vendors.

Fee will be released as per the payment schedule defined in the project specific ToR.

IV. Technical Consultants

In some cases there may be requirement of specialised technical report, in which case bids may be conducted through open and competitive bidding process. Further, In case if a department wants to conduct a **Quality cum Cost Based Selection**, they will have to call open tenders in the normal process with no specific preference to any of the empanelled firms.

V. Fees and payment structure

Towards consideration for the role performed, the Transaction Advisors shall be typically entitled to receive Professional Fees **in the form of Success Fee**. However the same shall be determined on a case to case basis with the department concerned, in congruence to the prevailing market rates approved in Government of India projects or other State Government projects

VI. Validity of the Panel

The Panel of Transaction Advisors shall be valid for a period of 2 (two) years, but the same can also be terminated earlier by either party without disclosing any reason, by giving one months' prior written notice to the other party.