



Basic Details			
Organisation Chain	Dr.B.R.Ambedkar National Institute of Technology-Jalandhar		
Tender Reference Number	NITJ/EO/02/2024		
Tender ID	2024_NITJL_770347_1		
Tender Type	Limited.	Form of contract	Empanelment
Tender Category	Services	No. of Covers	2
Payment Mode	Not Applicable	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No		

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Technical Bid
2	Finance	.xls	BOQ

Tender Fee Details, [Total Fee in ₹ * - 0.00]				EMD Fee Details			
Tender Fee in ₹	0.00			EMD Amount in ₹	0.00	EMD Exemption Allowed	NA
Fee Payable To	NA	Fee Payable At	NA	EMD Fee Type	NA	EMD Percentage	NA
Tender Fee Exemption Allowed	NA			EMD Payable To	NA	EMD Payable At	NA

Work / Item(s)

Title	ENGAGEMENT OF DEA EMPANELLED TRANSACTION ADVISOR				
Work Description	ENGAGEMENT OF DEA EMPANELLED TRANSACTION ADVISOR				
Pre Qualification Details	as per RFP				
Tender Value in ₹		Product Category	Consultancy Services	Sub category	NA
Contract Type	Empanelment	Bid Validity(Days)	120	Period Of Work(Days)	120
Location	Dr B R Ambedkar NIT Jalandhar	Pincode	144008	Pre Bid Meeting Place	Dr B R Ambedkar NIT Jalandhar
Pre Bid Meeting Address	Dr B R Ambedkar NIT Jalandhar-144008	Pre Bid Meeting Date	23-Sep-2024 11:00 AM	Bid Opening Place	Dr B R Ambedkar NIT Jalandhar

Critical Dates

Publish Date	04-Sep-2024 11:00 AM	Bid Opening Date	08-Nov-2024 11:00 AM
Document Download / Sale Start Date	04-Sep-2024 11:00 AM	Document Download / Sale End Date	25-Oct-2024 05:00 PM
Clarification Start Date	04-Sep-2024 11:00 AM	Clarification End Date	16-Sep-2024 11:00 AM
Bid Submission Start Date	04-Sep-2024 11:00 AM	Bid Submission End Date	25-Oct-2024 05:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	NIT	534.53

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	RFP.pdf	RFP	2181.13

Tender Inviting Authority

Name	Registrar
Address	Dr B R Ambedkar NIT Jalandhar-144008

<u>Tender Creator Details</u>	
Created By	Rajesh Sharma
Designation	Supd.
Created Date	04-Sep-2024 09:51 AM



**DR. B R AMBEDKAR. NATIONAL INSTITUTE OF TECHNOLOGY
JALANDHAR G T Road Bye Pass, Jalandhar-144011, Punjab (India)**

RFP reference No. NITJ/EO/02/2024

Website: <https://www.nitj.ac.in>

Email Address: registrar@nitj.ac.in

REQUEST FOR PROPOSAL (RFP)

FOR ENGAGEMENT OF DEA EMPANELLED TRANSACTION ADVISOR TO

Dr. B R AMBEDKAR NATIONAL INSTITUTE OF TECHNOLOGY JALANDHAR

- I. 1BHK Unisex Hostel for PhD and International Students (250 units)**
- II. AC Hostels for Boys (with a capacity of approx. 450 rooms with double occupancy and 150 rooms of single occupancy)**

This RFP is exclusively open to the Transaction Advisors who have been empanelled and officially notified by the Department of Economic Affairs, Ministry of Finance, Government of India, on 1 July 2022



**Dr. B R AMBEDKAR NATIONAL INSTITUTE OF TECHNOLOGY
JALANDHAR G T Road Bye Pass, Jalandhar-144011, Punjab (India)**

Website: <https://www.nitj.ac.in>

Email Address: registrar@nitj.ac.in

**REQUEST FOR PROPOSAL (RFP)
FOR EMPANELMENT OF TRANSACTION ADVISOR TO
Dr. B R AMBEDKAR NATIONAL INSTITUTE OF TECHNOLOGY JALANDHAR**

1. INTRODUCTION

1.1 Background

1.1.1 Dr B R Ambedkar National Institute of Technology was established in the year 1987 as Regional Engineering College and was given the status of National Institute of Technology (Deemed University) by the Government of India on October 17, 2002 under the aegis of Ministry of Education (Shiksha Mantralaya), New Delhi. Now the Ministry of Education (Shiksha Mantralaya), Government of India has declared the Institute as “*Institute of National Importance*” under the act of Parliament-2007. A large number of reputed Industrial houses in the country visit the Institution and select the final year students as Engineers/ Management Trainees. As one of the National Institutes of Technology (NIT), the Institute has the responsibility of providing high quality education in Engineering, Technology and Sciences to produce competent technical and scientific manpower for the country. The Institute offers B.Tech, M.Tech, MSc, MBA and PhD programmes in the several disciplines of Engineering, Technology and Sciences.

1.1.2 NIT Jalandhar intends to develop 1 BHK Unisex Hostel for PhD (With an approx. carpet area of 425-450 Sqft./Unit. The hostels room shall be air conditioned and furnished with fixed and loose furniture) and International students **and** AC Hostel for Boys (with a capacity of approx. 450 rooms with double occupancy and 150 rooms of single occupancy) at NIT Jalandhar Campus on PPP Mode. In this regard, this Request For Proposal ("**RFP**") is being issued to appoint a transaction advisor for providing the transaction advisory services for firming up authorities' requirements/ project facilities, preparation of feasibility report including development of revenue model, undertaking financial appraisal, and PPP Structuring for development of the facilities on PPP mode and undertaking bid process management till selection of developer for providing the following facilities at NIT Jalandhar:

I. 1BHK Unisex Hostel for PhD and International Students

II. AC Hostels for Boys

The institute is located on the *G T Road bye pass* at a distance of **15 kms** from Jalandhar bus-stand, **12 kms** from Jalandhar city railway station and **18 kms** from Jalandhar Cantt. railway station.

It is at a walking distance of half a km from Bidhipur railway crossing. Auto rickshaw and taxi services are available regularly from railway stations as well as the bus-stand.

The location map of the land allotted to develop 1 BHK Unisex Hostel for PhD and International students Fig.1.1.The location of AC Hostel for Boys is given in Fig.1.2

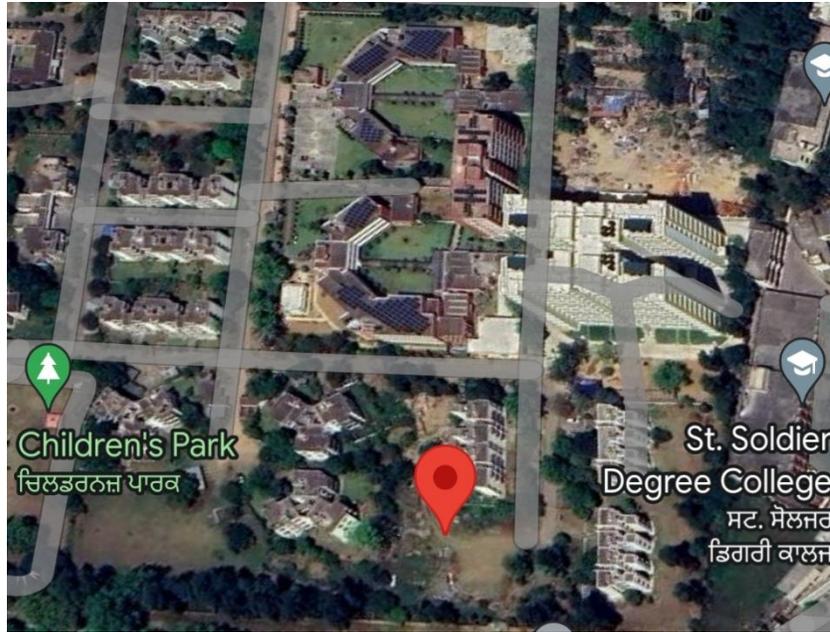


Figure 1.1 : Proposed location of 1BHK Unisex Hostel

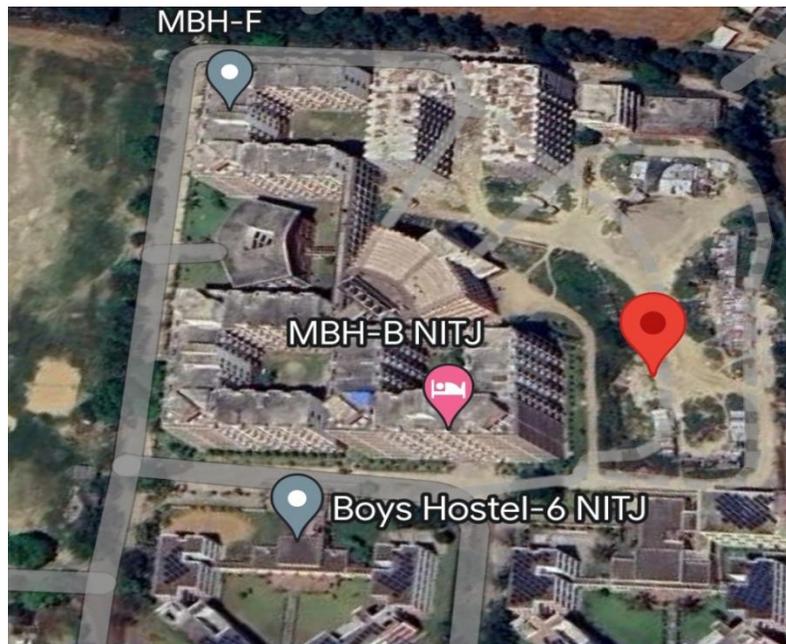


Figure 1.2 : Proposed Location of AC Hostel for Boys

The Institute intends to construct additional Hostel facility to accommodate PhD students and their families, Hostel for International students and AC Hostel for Boys.

The above details are tentative. However, changes required if any, in the overall interest of the Institute and the students and also considering the additional amenities envisaged, shall be done mutually by the Institute after due discussion with the selected Transaction Adviser and the Bidder at later stage.

Therefore, the Institute intends to engage a Transaction Adviser capable of providing End-To-End Services to the Institute for successful implementation of the Project.

- 1.1.3 In pursuance of the above, the NIT Jalandhar has decided to carry out the process for selection of a Transaction Advisor for preparing the feasibility report and bid process management. The Transaction Advisor will prepare the feasibility report, bid documents including draft concession agreement in accordance with the Scope of Transaction Advisory Services specified at Chapter 4 (the "**Scope of Transaction Advisory Services**").

1.2 Request For Proposals

- 1.2.1 NIT Jalandhar invites proposals from interested firms who have been empanelled and officially notified by the Department of Economic Affairs, Ministry of Finance, Government of India on July 01, 2022 (the "**Proposals**") for selection of a transaction advisor (the "**Transaction Advisor**") who shall develop a revenue model and appropriate structure for the Project (the "**Revenue Model**"), prepare bid documents for selection of the Concessionaire (the "**Bid Documents**") and assist the NIT Jalandhar in the bidding process till the signing of the Concession Agreement (collectively the "**Transaction Advisory Services**").

1.3 Due diligence by Applicants

- 1.3.1 Applicants are encouraged to get informed of themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the NIT Jalandhar Campus and the Project site, sending written queries to the NIT Jalandhar, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.10.

This RFP document is not an offer or invitation to any other party. The purpose of this RFP document is to provide the Transaction Advisers with information to assist the formulation of their proposal submission. The Institute may at its absolute discretion, but without being under any obligation to do so, amend or supplement the information in this RFP document. The information that the Institute is in a position to furnish is limited to this RFP document.

1.4 Download of RFP Document

- 1.4.1 The document can be downloaded from the institute Official Website of the NIT Jalandhar i.e. <https://www.nitj.ac.in>.

1.5 Validity of the Proposal

- 1.5.1 The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the "**PDD**").

1.6 Brief description of the Selection Process

- 1.6.1 The entire technical and financial evaluation of the bids submitted by the Transaction Adviser shall be done by following the Quality and Cost Based System (QCBS) described hereunder. The Applicant shall submit its Proposal in the form and manner specified in the RFP. The qualified Bidders shall be invited for technical presentation which will consist of relevant details like credentials, approach and methodology.

The Technical Presentation shall be done before the Committee constituted by NIT Jalandhar. The Committee shall evaluate the Bidder on the basis of the Presentation and shall provide the Technical Score.

The Financial Score (SF) shall be decided by the financial bid submitted by the Bidder for providing End-To-End Transaction Advisory Services including Pre-Feasibility Study. The process of which is elaborated in Clause no.3 of this RFP document.

1.7 Schedule of Selection Process

1.7.1 The NIT Jalandhar would endeavor to adhere to the following schedule:

S.No.	Event Description	Date
1.	Last date for receiving queries/clarifications	16.09.2024
2.	Pre-Proposal Conference	23.09.2024
3.	NIT Jalandhar response to queries	04.10.2024
4.	Proposal Due Date or PDD (last date for submission of proposals)	25.10.2024
5.	Technical Presentation	05.11.2024
6.	Opening of Proposals	08.11.2024
7.	Letter of Intent (LOI)	20.11.2024

1.8 Communications

The proposal is to be submitted through offline mode only at the following address:

The Registrar
Dr. B R Ambedkar National Institute of Technology Jalandhar
G.T Road, Amritsar Bypass, Jalandhar, Punjab, India-144008
Tel No: +91-181-2690324 (O)

1.9 Clarifications

1.9.1 Applicants requiring any clarification on the RFP may send their queries to the NIT Jalandhar by-mail as specified in clause 1.8 before the date mentioned in the Clause 1.7.

1.10 Pre-Proposal Conference

1.10.1 Applicant shall to express their interest through mail given in Clause1.8.1 by 16.09.2024. The date and time of the pre-proposal conference shall be:

Date :23.09.2024

Time :11:00 AM

Meeting Link : Will be intimated later

2. Instructions To Applicants

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, Deliverables, and other requirements relating to this Transaction Advisory Services are specified in this RFP.

2.1.2 Applicants are advised that the selection of Transaction Advisor shall be on the basis of an evaluation by the NIT Jalandhar 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 the NIT Jalandhar's decisions are without any right of appeal whatsoever.

2.1.3 The Successful Transaction Adviser shall be required to deploy the Key Personnel with requisite qualifications, experience and expertise in handling issues related to finance, construction including electrical & mechanical fittings and installations; project monitoring and legal & taxation aspects of the Project. The key personal deputed credentials shall be approved by the institute. The Successful Transaction Adviser shall mobilize and demobilize its Key/Professional Personnel and Support Personnel with the concurrence of the Institute and shall maintain the timesheet/ attendance sheet of the working of all Personnel. Key Person, who will be the Authorized Person on behalf of the Transaction Adviser, shall report to the Competent Authority of the Institute or any other Authorized Representative of the Institute.

The Team composition of the Transaction Advisory should be preferably as below:

Key Personnel	Educational Qualification	Professional Experience	Experience on Eligible Assignments
Team Leader	MBA/CA/CFA/ MCA/ BE/ B.Arch or Equivalent	12years	He / She should have led the team for transaction advisory of at least 5 (five) Eligible Assignments
Finance Expert	MBA/CA/CFA or Equivalent	08years	He / She should have worked as a Finance Expert in at least 3 (three) Eligible Assignments. Should have experience of Financial Modeling.
Technical Expert (Civil Engineer)	Degree in Civil Engineering	08years	He / She should have worked on BOQ /Cost Estimates for atleast 5 (five) infrastructure projects.

Legal Expert	Bachelor's Degree in Law	08years	He / She should have worked as a Legal Expert in at least 3 (three) Eligible Assignments. Sub-consultancy for legal service provider is permitted in which he/ they should have provided services for atleast 3 PPP Projects. However even in such case the prime responsibility of the legal service provider will be of the Transaction Advisor.
Taxation Expert	MBA/CA/CFA or Equivalent	08years	He / She should have worked as a Taxation Expert in atleast 3(three) Eligible Assignments. Should have experience of relevant tax laws.

2.1.4 The Technical proposal shall be submitted in the forms given at Appendix-I and the Financial Proposal shall be submitted in form given at Appendix-II.

2.2 Minimum Eligibility Requirements

2.2.1 To be eligible for evaluation of its Technical Proposal, the Applicant shall fulfill the following:

(A) Technical Capacity: The Applicant shall have, over the past 7(seven) years receding the PDD, undertaken a minimum of 5(five) PPP Transaction Advisory Projects.

(B) Financial Capacity: The Applicant shall have an average turnover of Rs.50 Cr. per annum from professional fees during the preceding 3(three) financial years (FY2022-23 to FY 2020-21) from PDD. The Applicant should enclose with their Proposal, certificate(s) from Chartered Accountant stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD.

2.2.2 The authorized signatory should submit a Power of Attorney as per the form at provided at Form-3 of Appendix-I, however, such Power of Attorney would not be required if the bid is signed by a partner or Director (on the Board of Directors) of the Applicant.

2.2.3 Any entity which has been barred by the Central Government, any State Government, a statutory body or a public sector undertaking, as the case maybe, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal. Affidavit on Rs. 100/- Non judicial Stamp Paper stating that the Applicant is not blacklisted by any Central Government, any State Government, a statutory body or a public sector undertaking as on the date of RFP submission.

Draft Affidavit is attached as Annexure A.

2.2.4 Consortium and JV is not allowed for submission of proposal under this RFP.

2.3 Cost of Proposal

2.3.1 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 visits to the NIT Jalandhar Campus, etc. NIT Jalandhar will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.4 Language

- 2.4.4 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.

2.5 Format and Signing of Proposal

- 2.5.1 The Applicant shall provide all the information sought under this RFP. The NIT Jalandhar would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.5.2 All the documents submitted in the Proposal shall be duly signed by the Authorized signatory of the Applicant as given in 2.2.2.

2.6 Technical Proposal

- 2.6.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the "Technical Proposal").
- 2.6.2 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.7 Financial Proposal

- 2.7.4 Applicants shall submit the financial proposal in the form given in the Appendix-II (the "**Financial Proposal**") clearly indicating the lump sum cost of the Consultancy Fee.

2.8 Proposal Due Date

- 2.8.4 Proposal should be submitted on or before the Proposal Due Date and Time specified in Clause 1.7 and 1.8 in the manner as detailed in this RFP.

2.9 Award of Transaction Advisory Services

- 2.9.1 After selection, a Letter of Intent (the "**Loi**") shall be issued, in duplicate, by the NIT Jalandhar to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the Loi, sign and return the duplicate copy of the Loi in acknowledgement thereof along with Performance Security. In the event the duplicate copy of the Loi duly signed by the Selected Applicant alongwith Performance Security is not received by the stipulated date, NIT Jalandhar shall reject the Applicant, and the second lowest Applicant may be considered. Letter of Award (the "**LoA**") will be issued after receipt of performance security.

2.10 Performance Security

- 2.11 Performance security of 5% in the form of BG/FDR in favour of The Registrar, Dr. B R Ambedkar National Institute of Technology Jalandhar, 144008 be submitted by the successful bidder within 10 days of award of work Commencement of Transaction Advisory Services.
- 2.11.1 Transaction Advisor shall commence the Transaction Advisory Services from the date of issue of LoA.

2.12 LD clause

Liquidated damages @1% of the awarded amount per week subject to maximum of 10% of the total awarded amount shall be levied in case of delay and will be recovered from the bills and/or submitted performance security.

3 EVALUATION

3.1 Opening of Proposal

3.1.1 NIT Jalandhar will determine whether each Technical Proposal is responsive to the requirements of the RFP. A proposal shall be considered responsive if only if:

- a) The Technical Proposal is received in the form specified at Appendix-I;
- b) It contains all the information(complete in all respects) as requested in the RFP;
- c) It does not contain any condition or qualification; and

3.2 The evaluation of the Technical and Financial Proposals shall be undertaken by broadly following the Quality and Cost Based System (QCBS) delineated in the documents titled "Transaction Advisors for the PPP Projects: Manual for the use of Panel" published in July 2022 by the Infrastructure Finance Secretariat, Department of Economic Affairs, Ministry of Finance, Government of India.

For the Bidders qualifying the Eligibility Criteria, the Technical Score (TS) will consist of the marks allotted to following two components:

- a. Technical Presentation-Consisting of credentials, approach and methodology
- b. Team Personnel/Key Personnel-Marks allocated to individual CVs

For the purpose of the technical and financial evaluation, NIT Jalandhar shall be considering the following parameters:

Sr.No.	Parameter	Particulars
1	Maximum Marks for Technical Presentation (MT)	50
2	Weightage to Technical Presentation (Pw)	60%
3	Maximum marks for Key Personnel (MK)	50
4	Weightage to Key Personnel(Kw)	40%
5	Combined Technical Score(ST)	=MT x Pw + MK x Kw
6	Technical Weightage (Tw)	70%
7	Financial Weightage (Fw)	30%
8	Financial Score(SF)	Fees quoted by the Bidder arrived at by a Relative Low-Cost Formula explained hereafter
9	Total Evaluated Score(S)	=ST x Tw + SF x Fw

Calculation of Marks for Technical Presentation (MT)

The Committee constituted by NIT Jalandhar shall be giving the marks for technical presentation as under:

Sr.No.	Description	Marks
1	Technical Presentation and overall capability	30
2	Proposed Work Plan for this Assignment	10
3	Quality of Approach and Methodology	10
Total Maximum Marks=		50

The Bidder shall submit the work plan indicating the schedule in Bar Chart format and approach to work. The Bidder shall submit the detailed methodology to be adopted for preparation of detailed project report/feasibility study and other relevant requisites to be covered as per the scope of work.

Calculation of Marks for Key Personnel (MK)

The Committee constituted by NIT Jalandhar shall be giving the marks against deployment of Key Personnel on the Assignment as under:

- **Table A**

Key Personnel	Min. Educational Qualification as per RFP Document plus experience of				Max Marks
	12 Years	14 Years	16 Years	18 Years	
Team Leader	9	11	13	15	15
With Exp. Of VGF	11	13	15	15	

- **Table B**

Key Personnel	Min. Educational Qualification as per RFP Document plus experience of			Max Marks
	8 Years	10 Years	12 Years	
Finance Expert	6	8	10	10
With Exp. Of VGF	8	10	10	
Technical Expert (Civil Engineer)	6	8	10	10
With Exp. Of VGF	8	10	10	

Legal Expert	5	7	9	9
With Exp. Of VGF	7	9	9	
Taxation Expert	4	5.	6	6
With Exp. Of VGF	5	6	6	
Total Maximum Marks (Table A + Table B) =				50

Full completed years will be considered for evaluation

The Bidders would have to invariably attach Curriculum Vitae of all the Key Personnel to be deployed for the Assignment.

If the Key Personnel proposed in the CV does not fulfill the minimum academic qualification, the overall score of his CV will be evaluated as zero.

Additional Weightage would be given to personnel's having experience in projects that have received VGF Scheme of DEA, GoI under sub scheme 2 notified in December 2020.

Calculation of Financial Score (SF)

The Financial Score (SF) shall be decided using the financial proposal submitted by the empanelled TA and will be calculated in the following manner:

(a) The lowest evaluated Financial Proposal (Fmin) shall be given the maximum financial score (SF) of 100.

(b) The financial scores (SF) of all other Proposals shall be calculated as under:

$SF = 100 \times Fmin/F$, in which "SF" is the Financial Score, "F min" is the lowest price, and "F" the price of the proposal under consideration.

The Technical Bid and the Price Bid should be sealed by the Applicant in two separate covers duly super-scribed and both these sealed covers are to be put in a bigger cover which should also be sealed.

For Technical/Qualifying Bid-Envelope to be super-scribed with "**TECHNICAL/QUALIFYING BID**". It is essential to fill all the forms in Appendix-I as instructed in Clause

2.1 and 2.2, completely to qualify the Technical Bid. Incomplete forms shall be summarily rejected. If needed, separate sheets should be enclosed for furnishing complete details.

For Financial/Price Bid - Envelope to be super-scribed with "**FINANCIAL/PRICE BID**", The Price should be indicated in the prescribed format **in** the Financial Proposal/Price **Bid** given in Appendix-II only. Use of any other format will lead to disqualification.

The Bidder achieving the Highest Combined Score through the QCBS will be the successful Bidder/Selected Bidder and shall be engaged as Transaction Adviser for assisting NIT Jalandhar.

4 SCOPE OF TRANSACTION ADVISORY SERVICES

4.1 Categorization of Projects

4.1.1 For execution of the Transaction Advisory Services, the total requirement of NIT Jalandhar is categorized into the following projects:

Project 1: 1BHK Unisex Hostel for PhD and International Students

The hostel shall have a capacity of 250 units of 1BHK (1 bed room, 1 living room, kitchen, toilet, balcony etc.) with an appx. carpet area of 425-450 sqft/unit. The hostel rooms shall be air conditioned and furnished with fixed and loose furniture. The location for the said hostel shall be near open space in front of Type-I Quarters.

Project 2: AC Hostel for Boys

The hostel shall have a capacity of 450 rooms double occupancy and 150 rooms of single occupancy. The room sizes be suitably designed to accommodate the students accordingly. The location for the said hostel shall be near Mega Hostel for Boys at futuristic proposed location of C-Block.

The above structure categorization may be modified based on the recommendation of Transaction Advisor to meet the requirements of the NIT Jalandhar in an effective manner and to ensure the success of the project.

4.2 The brief Scope of work for TA Services is as follows:

4.2.1 Phase 1: Preparation of Feasibility Report

- (i) Site Assessment including land available with NIT Jalandhar for development of Project Infrastructure;
- (ii) Forecasting of demands and identifying demand supply gap;
- (iii) Preparation of concept plans, sketch plans for planned development of Project Infrastructure;
- (iv) Technical Due Diligence of Project Infrastructure considering development options, development norms, local and other regulations, applicable laws;
- (v) Estimating Capital Estimates for the Project Infrastructure and potential plan for project development;
- (vi) Estimation of potential revenue streams from the usage of Project Infrastructure;
- (vii) Structuring of projection **PPP** model-including advantages and disadvantages of potential **PPP** options, Risk identification and mitigation;
- (viii) Development of Financial Model for determination of viability of the Project Infrastructure;
- (viii) Preparation of Feasibility Report covering the technical, financial, and commercial aspects of the Project Infrastructure;

- (ix) Identifying the legal and regulatory implications;

4.2.2 Phase2: Bid Process Management

- (i) Preparation of Project Information Memorandum, Bid Documents (RFQ cum RFP, Concession Agreement) for selection of Developer;
- (ii) Assistance in conducting stakeholder conferences, pre bid meetings, and drafting replies to queries of potential Applicants;
- (iii) Evaluation of Technical proposals received against RFP and submitting evaluation report
- (iv) Evaluation of Financial proposals of shortlisted bidders and submitting evaluation report.
- (v) Preparation of proposal to DEA for utilization of Viability Gap Funding (VGF) scheme for infrastructure projects, if necessary
- (vi) Assistance in issuance of Letter of Award to selected Developer.
- (vii) Assistance in finalization and signing of Contract Agreement between NIT Jalandhar and Developer.

4.3 Deliverables

- 4.3.1 The deliverables for the Transaction Advisory Services for each project and their proposed timelines will be as follows:

Sr. No.	Deliverables for Project/Stages	Time Duration (Cumulative from issue of LoA)
	Phase1: Feasibility Report/DPR	
1	Inception Report covering scope of work, methodology, data requirements	2weeks
2	Site Assessment Report, Preliminary Sketch Plans, Concept Plans	4 weeks
3	Draft Feasibility Report covering technical due diligence, PPP structuring options, financial viability	8weeks
4	Final Feasibility Report with Recommendation of PPP structure	2weeks from approval of Draft Feasibility Report
	Phase2: Bid Process Management	Time Duration (Cumulative from acceptance of Feasibility Report)
1	Preparation & submission of Draft Bid Documents (RFQ cum RFP, Concession Agreement)	3 weeks
2	Submission of Final Bid Documents	4weeks

3	Preparation of Project Information Memorandum, Assistance in prebid meetings, stakeholder conferences, Drafting replies to pre bid queries	10weeks
4	Submission of Technical Evaluation Report	14weeks
5	Submission of Financial Evaluation Report	16weeks
6	Assistance in issuance of LoA to selected Party and finalization of Concession Agreement	20 weeks

4.3.2 Upon submission of Final Feasibility Report, necessary approval related to implementation of the project on PPP will be taken by NIT Jalandhar, with the required assistance provided by Transaction Advisor.

4.3.3 The above time period does not include time taken by NIT Jalandhar for providing required data, delays in approvals/ clearances, etc.

4.3.4 **Fraud and corrupt practices**

The Transaction Advisers and their officers, employees, and agents shall observe the highest standard of ethics during the Selection Process. Not with standing anything to the contrary contained in this RFP, the Institute shall reject a Proposal without being liable in any manner whatsoever to the Transaction Advisers, if it determines that the Transaction Advisers has, directly or in directly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Selection Process, then the Institute shall disqualify the Transaction Adviser from this Selection Process.

4.3.5 **Termination Clause**

The work will be terminated in case of delay in completion of work, taking up work without due approval of the institute, unsatisfactory performance of the transaction advisor. The decision of the institute shall be final and binding.

4.3.6 **Arbitration Clause**

In the unfortunate situation if any all disputes, disagreement and controversies arising in any manner, which cannot be settled by mutual agreement between the two parties, shall be resolved through arbitration. **The number of arbitrators shall be ONE, shall be appointed as per the extant GOI rules/regulations.** The decision of sole arbitrator shall be final and binding to both the parties. All provisions of Arbitration and Conciliation Act1996 (with amendments) shall apply and the legal place of arbitration shall be Jalandhar, Punjab. The language of arbitration proceedings shall be English. The Court which has jurisdiction in the matter is District Court, Jalandhar, Punjab.

4.4 Payment Schedule

4.4.1 Transaction Advisory Fee shall be payable stage wise on satisfactory be payable as follows:

S.No.	Deliverables/ Stage	% of Consultancy Fees
1.	Inception Report containing draft RFP, Market Intelligence, Detailed work plan and Feasibility Report	20%
2.	Floating of RFP	30%
3.	Successful Finalization of Bidder	25%
4.	Bidder on boarding and starting of construction	25%

4.5 Terms and Conditions

- The successful bidder will have to execute an agreement with the Institute, based on draft agreement in the Manual for appointment of Transaction Advisors for PPP projects.
- Technical Presentation is not required to be submitted along with the bids submission.
- All bidders are required to sign and submit the Integrity Pact as per the Annexure-B along with the Technical Bid of RFP.

REGISTRAR

APPENDIX-I

(See Clause 2.1 and 2.2)

TECHNICAL PROPOSAL

Form-1: Letter of Proposal

(On Applicant's letter head)

To,

.....
.....
.....

Sub: Appointment of Transaction Advisor for Transaction Advisory Services for the
..... Project

Dear Sir,

1. With reference to your RFP Document dated....., I/We, having examined all relevant documents and understood contents, hereby submit our Proposal for selection as Transaction Advisor for Transaction Advisory Services (the "**Transaction Advisor**") for the development of infrastructure Project of 1BHK Unisex Hostel and AC Hostel for Boys at NIT Jalandhar. The proposal is unconditional.
2. I acknowledge that the NIT Jalandhar will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Transaction Advisor, and we certify that all information provided in the Proposal and in the Appendices are true and correct, nothing has been omitted/concealed which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Transaction Advisor for the aforesaid Project.
4. I shall make available to the NIT Jalandhar any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. I acknowledge the right of the NIT Jalandhar 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 certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial office or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public office nor had any contract terminated by any public office for breach on our part.
7. I understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Transaction Advisor, without incurring any liability to the Applicants.
8. I 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.
9. I further certify that no investigation by a regulatory office is pending either against us or against our CEO or any of our Directors/Managers/employees.
10. I 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.
11. I agree to keep this offer valid for 120 days from the PDD specified in the RFP.
12. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
13. I have studied RFP and all other documents carefully. We shall have no claim, right or title arising out of any documents or information provided to us by the NIT Jalandhar or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Transaction Advisory Services.
14. I 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 authorized signatory)

(Name and seal of the Applicant)

APPENDIX-I

Form-2: Particulars of the Applicant

(Refer Clause 2.1 and 2.2.)

1.1	Title of Transaction Advisory Service:
1.2	Title of Project: Project
1.3	State the following: Name of Firm: Legal status (e.g. sole proprietorship or partnership): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Name, designation, address, and phone numbers of authorized signatory of the Applicant: Name: Designation: Company: Address: Phone No.: E-mail address:

Note: Please enclose the following:

1. Incorporation Certificate
2. Income Tax Registration Certificate/PAN No.
3. GST Certificate

(Signature, name, and designation of the authorized signatory)

(Name and seal of the Applicant)

APPENDIX-I

Form-3: Power of Attorney

(Refer Clause 2.2.2)

Know all men by these presents, We (name of Firm and address of the registered office) do here by constitute, nominate, appoint, and authorize Mr/Ms.....son/daughter/wife and presently residing at..... , who is presently employed with/retained by us and holding the position of..... as our true and lawful attorney (herein after referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds, and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Transaction Advisor for Financial and Transaction Services for the.....Project, proposed to be developed by the

..... (the "NIT Jalandhar") 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 NIT Jalandhar, representing us in all matters before the NIT Jalandhar, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the NIT Jalandhar in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the NIT Jalandhar.

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

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

For.....

(Signature, name, designation, and address) Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

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

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

APPENDIX-I

Form-4: Financial Capacity of the Applicant

(Refer Clause 2.1 and 2.2.1 (B))

S.No.	Financial Year	Annual Revenue (InRs.)
1.	2022-23	
2.	2021-22	
3.	2020-21	

Certificate from the Chartered Accountant

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

(Signature, name, and designation of the authorized signatory)

Date: _____

Name and seal of the Chartered Accountant:

Note:

1. Please do not attach any printed Annual Financial Statement

APPENDIX-I

Form-5: Abstract of Transaction Advisory Assignments of the Applicant

(Refer Clause 2.1 and 2.2.1(A))

S.No.	Name of Project	Name of Client	Estimated capital cost of Project (in Rs crore)	Professional fee received by the Applicant (in Rs crore)	Timeline
1					
2					
3					
4					
5					

Note: The Applicant shall provide the Completion Certificate/LoA as a supporting document for each claimed project.

(Signature, name, and designation of the authorized signatory)

(Name and seal of the Applicant)

APPENDIX-II

Form-I: Financial Proposal/Price Bid

(Refer Clause 2.1 and 2.2)

S.No.	Particulars	Offered Price
		In Rs.
I	Offered price for providing the transaction advisory services for development of following infrastructure at NIT Jalandhar on PPP model	
1.1	1 BHK Unisex Hostel for PhD and International students	
1.2	AC Hostel for Boys	
1.3	Total of Sr.No.1.1 and 1.2	
1.4	Add G.S.T. (@ 18%) on Sr.No.1.3	
2	Total Lump Sum price offered (Add Sr.No.1.3 and 1.4)	
2.1	Total Lump sum Price (In Figures)	
2.2	Total Lump sum Price (In Words)	

(Signature, name, and designation of the authorized signatory)

(Name and seal of the Applicant)

Annexure-A

DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER

Self Attested

I / We _____(Tenderer) hereby declare that the firm / agency namelyM/s.

_____ has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India.

Or

I / We _____(Tenderer) hereby declare that the Firm / agency namelyM/s._____ was

blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of

_____ years w.e.f. _____ to _____. The period is over on _____ and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I / we are fully aware that the tender/ contract will be rejected / cancelled by Director, NIT Jalandhar, and EMD / SD shall be forfeited.

DEPONENT

Attested:

(Stamp of Company with authorized sign)

Name _____

Address _____

Annexure-B

INTEGRITY PACT

This **INTEGRITY PACT** is made and executed at Dr. B R Ambedkar NIT, Jalandhar
on this day of

_____2023

BY AND BETWEEN

The president of India acting through Registrar, Dr. B R Ambedkar NIT, Jalandhar under the Ministry of Higher Education, Govt. of India having its office located at G.T. Road, Bypass, Jalandhar 144008 - Punjab (hereinafter referred to as “**The Principal**” which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the **First Part**;

AND

M/s

_____ a _____ company
incorporated under the Companies Act, through its representative, authorized signatory _
vide resolution dated passed by the Board of Directors, having its office at Delhi
(hereinafter referred to as “**The Bidder/Contractor**” which term or expression shall,
unless by or repugnant to the subject or context, mean and include its successor-in-
office, administrators or permitted assignees) of the **Second Part**.

Preamble

The principal intends to award, under laid down organizational procedures, contract(s) for

Nos _____ . The principal values full compliance with all relevant laws
of the
land, rules, regulation, economic use of resources and of fairness / transparency in its
relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(1) The principal commits itself to take all measures necessary to prevent corruption and to

observe the following principles: -

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

- (1)** The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of

the “Guidelines on Indian Agents of Foreign Suppliers” is placed at (page no. 6).

- e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is placed at (page no. 7-13).

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the principal is entitled to terminate the contract according to Section 3, The Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last years with any other Company in any country conforming to the anti-corruption approach or with any public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in ‘Guidelines on Banning of business dealings’.

Section 6 – Equal treatment of all Bidder(s) / Contractor(s)/Subcontractor(s)

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate this provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s)/Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a bidder/ Contractor or subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8- Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidder(s) / Contractor(s) as confidential. He / she reports to Secretary, MoE.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligations to treat the information and documents of the Bidder(s) / Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on ‘Non-Disclosure of Confidential Information’ and of ‘Absence of Conflict of Interest’. In case of any conflict of interest arising at a later date, the IEM shall inform Secretary, D/o Higher Education.
- (5) The Principal will provide to the Monitor sufficient information about all meeting among the

parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Secretary, D/o Higher Education within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the secretary, D/o Higher Education, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Secretary, MoE has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealing.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Secretary, D/o Higher Education.

Section 10 – other provisions

- (1) This agreement is subject to Indian law. Place of performance and jurisdiction is the Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreement have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

- (4) Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
- (7) The actions stipulated in this Integrity Pact are without prejudice to any other legal action(s) that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals and executed this INTEGRITY PACT as of the date/month/year first above written:

For and on behalf of

THE PRESIDENT OF INDIA (First party)

SIGNED, SEALED AND DELIVERED by

Name: Dr. Ajay

Bansal

Designation:

Registrar

Address: Dr. B R Ambedkar National Institute of Technology, GT Board, bypass
Jalandhar 144008

Authorized Signatory

For and on behalf of

M/s (Second Party)

SIGNED, SEALED AND DELIVERED by

Name.....

Designation:

Address:

Representative/Authorized Signatory

Vide resolution dated passed by the Board of Directors

In the presence of Witness:

- 1.
- 2.