

Empanelment of consultants as 'Transaction Managers' to support Aurangabad Industrial Township Limited (AITL) with land allotment and marketing Shendra and Bidkin Industrial Area



Aurangabad Industrial Township Limited (AITL)

**EMPANELMENT OF CONSULTANTS AS**

**TRANSACTION MANAGERS AND ADVISORS FOR LAND ALLOTMENT AT SHENDRA  
AND BIDKIN INDUSTRIAL AREA AT AURANGABAD**

**AURANGABAD INDUSTRIAL TOWNSHIP LIMITED (AITL)**

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**REQUEST FOR PROPOSAL (RFP)**

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**(Ref No: AITL/SBIA/2016-17/08)**

**OCTOBER, 2016**

**Aurangabad Industrial Township Limited  
(AITL)**

Udyog Sarathi, MIDC Office, Marol Industrial Area  
Andheri (East), Mumbai, Maharashtra, India . 400093

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**AITL**  
**Aurangabad Industrial Township Limited**  
**EMPANELMENT OF TRANSACTION MANAGERS**

**RFP for Empanelment of consultants for transaction advisory services for land allotment at Shendra and Bidkin Industrial Area under the Aurangabad Industrial Township Limited (AITL)(Ref No: AITL/SBIA/2016-17/08)**

Aurangabad Industrial Township Limited (AITL) a SPV between the Maharashtra Industrial Development Corporation (MIDC) and the Delhi Mumbai Industrial Corridor (DMIC) invites RFP from globally reputed transaction advisory firms for Empanelment as Consultants for providing transaction advisory services for land allotment at Shendra and Bidkin industrial area in Maharashtra. The salient features of the project, eligibility criteria and prescribed formats for submission can be accessed in the RFP document uploaded on the website: [www.auric.city](http://www.auric.city) and [www.dmicdc.com](http://www.dmicdc.com)

Interested applicants are requested to submit their online responses to the RFP on or before, November 03, 2016 3:00 PM. Non-refundable processing fee of INR 11,500/- (Rupees Eleven Thousand Five Hundred only) inclusive of applicable service tax and cess shall accompany the submittals through the online portal only on AITL's website as a non-refundable processing fee.

SD/-  
Managing Director (AITL)

### **Instructions to Applicants**

**i) Accessing Proposal documents**

- (i) The complete RFP document can be viewed / downloaded from tender section of Aurangabad Industrial Township Limited's website viz. [www.auric.city](http://www.auric.city), from the date & time communicated
- (ii) To participate, the applicants have to pay through demand draft (accompanied with the RFP submission) processing fee of INR 11,500 (Rupees Eleven Thousand Five Hundred including applicable service tax of 15% and cess) towards processing fee (non- refundable).

## **Disclaimer**

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1. This RFP document is neither an agreement nor an offer by the Aurangabad Industrial Township Limited (AITL) to the prospective Applicants or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
2. AITL does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for AITL to consider particular needs of each party who reads or uses this RFP document. This RFP includes statements which reflect various assumptions and assessments arrived at by AITL in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyse and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
3. AITL will not have any liability to any prospective Consultancy Company/ Firm or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, 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, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of AITL or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. AITL will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFP.
4. AITL will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that AITL is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the consultancy and AITL reserves the right to accept/reject any or all of proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. AITL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. AITL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. AITL reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP/ amended RFP will be made available on the website of AITL.

## Table of Contents

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<b>SECTION 1.</b>	<b>LETTER OF INVITATION .....</b>	<b>2</b>
<b>SECTION 2.</b>	<b>INSTRUCTIONS TO CONSULTANTS .....</b>	<b>4</b>
2.1	Introduction .....	4
2.2	Clarification and amendment of RFP documents.....	6
2.3	Eligibility of applicants.....	6
2.4	Terms of Reference / Scope of Work .....	7
2.5	Preparation of proposal.....	7
2.6	Submission, receipt and opening of proposals .....	8
2.7	Proposal evaluation.....	8
2.8	Pre-Bid meeting .....	9
2.9	Miscellaneous .....	9
2.10	Tentative schedule for selection process .....	10
2.11	Key personnel/ staff .....	10
<b>SECTION 3.</b>	<b>TERMS OF REFERENCE .....</b>	<b>11</b>
3.1	Background.....	11
3.2	Tasks and Activities .....	11
3.3	Marketing AURIC.....	13
3.4	Transaction fees .....	13
<b>SECTION 4.</b>	<b>ELIGIBILITY QUALIFICATION CRITERIONS – STANDARD FORMS.....</b>	<b>14</b>
	Form 4A: Proposal Submission Form.....	15
	Form 4B: Capability Profile .....	17
	Form 4C: Format for Turnover Details.....	18
	Form 4D: Certificate of Incorporation .....	19
	Form 4E: Team Strength .....	19
	Form 4F: Eligible Projects – Industrial Transactions .....	20
	Form 4G: Details of Mandated Clients.....	21
	Form 4H: Curriculum Vitae (CV) for Proposed Professional Staff.....	22

## Section 1. Letter of Invitation

Mumbai

Date: October,2016

### 1. Introduction

The Government of India (GoI) has proposed the development of a Dedicated Freight Corridor (DFC) between Delhi and Mumbai covering a total length of 1,483 km passing through six states of India. The corridor is envisaged to influence the pattern of development and industrialization of the region. To tap the development potential of the proposed freight corridor, a band spanning 150 kilometers wide on both sides of the freight corridor has been identified as Influence Region and is proposed to be developed as Delhi-Mumbai Industrial Corridor (DMIC).

GoI has recently come up with a national Programme, 'Make-In-India' to promote manufacturing sector in a comprehensive manner. The program aims to facilitate investment, foster innovation, enhance skill development, protect intellectual property, and build best-in-class manufacturing infrastructure. On the other hand, contribution of manufacturing sector to overall GDP in India is still lower as compared to that of fast developing economies in the region like Thailand, China, Indonesia and Malaysia.

Thus, what is seen is that at the national level, there is clearly an opportunity to steer industrial corridor development in a collective & coordinated fashion.

At the state level in Maharashtra, of the seven nodes to be developed as a part of the DMIC corridor, the Nasik Sinnarlgatpuri Investment Region (NSIIR) in Maharashtra comprises of the Shendra. Bidkin Industrial Area. The development of this area is being carried out through Aurangabad Industrial Township Limited (AITL) a special purpose vehicle (SPV) between the Maharashtra Industrial Development Corporation (MIDC) and the DMIC Trust.

Aurangabad has significant potential for growth in various manufacturing sectors. The Aurangabad District is already an established location for automobile and automobile-related manufacturing. Aurangabad will be the showcase for Maharashtra's strengths in manufacturing and technology. automobiles, textiles, apparel, consumer durables, and green industry. It will be the next sought after trade city, venue for manufacturing-related research and design, and high-tech hub centrally located within the state. The strategic location of the Shendra-Bidkin Industrial Area places it at the convergence of Maharashtra's production, manufacturing, and tourism (historic sites). The industrial area also has the potential to become a niche for meetings, incentives, conventions, and exhibitions. It is expected to be well connected by roads, rail, and air and will have good connectivity to the ports.

The Shendra-Bidkin Industrial Area will spur demand for a wide array of spin-off businesses and will offer the full array of services required for a mega-scale industrial park and the communities located within it. As such, the Shendra-Bidkin Industrial Area is expected to generate huge employment and to add value and exports to the Aurangabad District and Maharashtra as a whole.

The broad vision for the Shendra-Bidkin Industrial Area is to become a showcase of Maharashtra's leading manufacturing industries with the following principles:

- " Integrate smart growth within a new sustainable township.
- " Identify high-value manufactured products with high export potential.
- " Maintain a unique cultural heritage.
- " Provide a healthy quality of life.

On-ground infrastructure work at Shendra has already commenced.

## **Objectives**

Basis above background, AITL invites interest from globally reputed transaction advisory firms to empanel as transaction managers and advisors with AITL to support with marketing the project and assist potential clients to occupy space at the Shendra-Bidkin Industrial Area.

- 2. All interested firms will be empanelled with AITL basis the eligibility criterion's described in this RFP.**
- 3. The empanelment will be valid for a period of one year.**
- 4. The RFP includes the following documents:**

SECTION 1: Letter of Invitation

SECTION 2: Instructions to Consultants

SECTION 3: Terms of Reference

SECTION 4: Technical Proposal - Standard Forms fulfilling eligibility conditions

**All clarifications/corrigendum's will be published only on the Client's website. The official website for accessing the information related to this RFP is [www.auric.city](http://www.auric.city).**

Yours sincerely

**MD  
AITL**

## Section 2. Instructions to Consultants

### 2.1 Introduction

- 2.1.1** AITL will empanel consulting firm/ organisation, in accordance with the method of selection specified in the RFP. Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by Client through the 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 Client's decisions are without any right of appeal whatsoever.
- 2.1.2** The Applicants are invited to submit Proposals, as specified in the RFP, for the services required for the Assignment. The term "Applicant" refers to a single entity to execute the assignment. The Consultant shall carry out the services in accordance with the Terms of Reference of this RFP (the "TOR").
- 2.1.3** Applicants should familiarize themselves with local conditions and take them into account in preparing their Proposals.
- 2.1.4** The Client will timely provide, at no cost to the Consultants, the inputs and facilities required to carry out the services, and provide relevant project data and reports related to the Assignment available with the Client. However, for avoidance of doubt, it is hereby clarified that the aforesaid data/ information provided under the RFP or to be provided later, is only indicative and solely for the purposes of rendering assistance to the Applicants. The Applicants are hereby advised to undertake their own due diligence (to their complete satisfaction) before placing reliance on any such data/information furnished or to be provided later by the Client and/ or any of his consultants.
- 2.1.5** Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the empanelment process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Client or any other costs incurred in connection with or relating to its Proposal. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior, without thereby incurring any liability to the Applicants.
- 2.1.6** Client requires that the Consultant provides professional, objective, and impartial advice and at all times hold Client's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of Client and the Project.
- 2.1.7** It is the Client's policy to require that the Consultants observe the highest standard of ethics during the Empanelment Process and execution. In pursuance of this policy, the Client:
1. defines, for the purposes of this provision, the terms set forth below as follows:
    - a) "Corrupt practice" means the offering, giving, receiving, or soliciting anything of value to influence the action of officials in the Empanelment Process or in contract execution; and
    - b) "Fraudulent practice" means a misrepresentation of facts in order to influence the empanelment process or the execution of a contract in a way which is detrimental to the Client, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the Client of the benefits of free and open competition.



2. will reject the Proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities;
  3. Will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the contract.
- 2.1.8** All applicants are required to follow the highest level of work ethics, if any member of the consortium has a Conflict of Interest or indulge in ~~Prohibited Practices~~; the applicant is liable to be disqualified. Further, in the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or proposals, and the bar subsists as on the date of the Proposal Due Date, it would not be eligible to submit a Proposal.
- 2.1.9** Arbitration: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be Mumbai . India and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.
- 2.1.10** The Proposal shall be valid for a period of not less than 180 (one hundred and eighty) days from the Proposal Due Date (the ~~DD~~).
- 2.1.11** Number of Proposals: No Applicant or its Associate shall submit more than one Application for the Consultancy.
- 2.1.12** Right to reject any or all Proposals:
1. Notwithstanding anything contained in this RFP, 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.
  2. Without prejudice to the generality of above, the Client reserves the right to reject any Proposal if:
    - a) at any time, a material misrepresentation is made or discovered, or
    - b) the Applicant does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.
  3. Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant.
- 2.1.13** Acknowledgement by Applicant
1. It shall be deemed that by submitting the Proposal, the Applicant has:
    - a) made a complete and careful examination of the RFP;
    - b) received all relevant information requested from the Client;

- c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client;
  - d) satisfied itself about all matters, things and information, including matters 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 term hereof.
2. The Client and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Empanelment Process, including any error or mistake therein or in any information or data given by the Client and/ or its consultant.

**2.1.14 RFP Processing Fee:** The RFP submissions shall be accompanied by demand draft processing fee of INR 11,500 (Rupees Eleven Thousand Five Hundred including applicable service tax of 15% and cess) towards processing fee (non-refundable). Proposals unaccompanied with the aforesaid RFP Processing Fee shall be liable to be rejected by the Client.

## **2.2 Clarification and amendment of RFP documents**

**2.2.1** Consultants may seek clarification on this RFP document no later than the date specified. The Client reserves the right to not entertain any queries post that date. The Applicants are requested to submit a MS Word file of the queries.

The Client will endeavour to respond to the queries not later than 10 days prior to the Proposal Due Date. The Client will post the reply to all such queries on its official website.

**2.2.2** At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFP documents by an amendment. All amendments/ corrigenda will be posted only on the Client's Official Website. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Client may at its discretion extend the Proposal Due Date.

**2.2.3** Date of pre-bid meeting and venue is mentioned in the RFP. Applicants willing to attend the pre-bid should inform client beforehand in writing and email. The maximum no. of participants from an applicant, who choose to attend the meeting, shall not be more than two per applicant.

## **2.3 Eligibility of applicants**

**2.3.1** The Indian Entity of participating transaction advisory firm must have an annual turnover of INR 100 Crores or more in each of the preceding 3 years. In addition, the annual turnover of firm's global entity should be more than USD 1 billion. The applicant must furnish a CA (Chartered Accountant) Certificate/auditors certificate and audited financial results substantiating their annual turnover for the last 3 years.

**2.3.2** The participating transaction advisory firm must have a minimum experience of 15 years globally and 5 years in India. The applicant is required to furnish the Certificate of Incorporation to validate the same.

**2.3.3** Team strength: The participating transaction advisory firm must have a minimum strength of 10,000 full-time employees globally and 1,000 employees in India. The

firm should submit a certificate from Auditor / Chartered accountant confirming the same.

- 2.3.4** Minimum number of Successful Industrial Transactions: The participating transaction advisory firm must have successfully completed at-least 25 transactions for industrial assets/properties in Asia-pacific region in last 3 years. Relevant documents (such as completion certificates, agreements, invoice details etc.) proving such mandates must be submitted with the proposal.
- 2.3.5** Number of mandated Clients: The participating transaction advisory firm must be exclusively mandated (for transaction related services) by at-least 20 reputed companies/conglomerates. The firms must submit certified copies of original executed agreements / award letters etc. proving such mandates.
- 2.3.6** The participating transaction advisory firm must have presence (offices with presence of all service lines) across all major countries and all metro cities in India.
- 2.3.7** The Applicant for participation in the selection process will only be a single entity. No consortiums are allowed as part of this empanelment process.
- 2.3.8** An Applicant may either be a sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956 or a body corporate incorporated under the applicable laws of its origin.
- 2.3.9** Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal either by itself or through its Associate.

## **2.4 Terms of Reference / Scope of Work**

- 2.4.1** Please refer Section 3 for details on scope of work

## **2.5 Preparation of proposal**

- 2.5.1** Consultants are requested to submit their Proposal in English language. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.5.2** In preparing their Proposal, Consultants are expected to thoroughly examine the RFP Document. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 2.5.3** Applicants should note the Proposal Due Date, as specified in RFP, for submission of Proposals. Except as specifically provided in this RFP, 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. For the avoidance of doubt, the Client reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.
- 2.5.4** The Proposal should provide the following information using the attached Standard Forms.
  1. For recent assignments of similar nature, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
  2. Projects/assignments 100% completed shall only be considered for evaluation.

3. The team leader/Key contact person proposed must be a permanent full time employee of the firm.

**2.5.5** The Consultants may be subjected to local taxes (such as service tax, social charges or income taxes on non-resident foreign personnel, duties, fees, levies etc.) on amounts payable by the Client. Consultants must do their due diligence about the tax implications and Client will not be liable for any incident.

## **2.6 Submission, receipt and opening of proposals**

**2.6.1** The Proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the person or persons who sign(s) the Proposal.

**2.6.2** The documents supporting the proposals shall be submitted physically in a separate envelope marked as %Enclosures of the Proposal+.

**2.6.3** The envelope shall be addressed to AITL

Managing Director (AITL)

Udoy Sarathi, MIDC Office, DMIC Cell, Marol Industrial Area, Mumbai . 400 093

Email Address: [gmdmic@midcindia.org](mailto:gmdmic@midcindia.org), [vikramkumar@midcindia.org](mailto:vikramkumar@midcindia.org).

**2.6.4** Proposals submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

**2.6.5** No proposal shall be accepted after the closing time for submission of proposals.

## **2.7 Proposal evaluation**

**2.7.1** Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage as indicated below. The Client may, in its sole discretion, reject any Proposal that is not responsive hereunder.

### **RFP Stage**

#### **Proposal**

1. The Proposal is received as per information specified in this RFP;
2. It is received by the Proposal Due Date including any extension thereof in terms hereof;
3. It is accompanied by the processing fee as specified in this RFP;
4. It is not non-responsive in terms hereof;

The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the Client in respect of such Proposals. However, client reserves the right to seek clarifications or additional information from the applicant during the evaluation process.

Post submission of RFP, AITL may also invite the applicants to present their capability to the evaluation committee. Sufficient notice will be given to applicants to prepare for the presentation; the exact dates will be declared by AITL later.

## **2.8 Pre-Bid meeting**

- 2.8.1** Pre-Bid Meeting of the Applicants will be convened at the designated date, time and place. A maximum of two representatives of each Applicant will be allowed to participate.
- 2.8.2** During the course of Pre-bid meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Client. The Client will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

## **2.9 Miscellaneous**

- 2.9.1** The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Mumbai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 2.9.2** The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
1. 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;
  2. Consult with any Applicant in order to receive clarification or further information;
  3. Retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or
  4. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 2.9.3** It shall be deemed that by submitting the Proposal, the Applicant 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.
- 2.9.4** All documents and other information provided by Client or submitted by an Applicant to Client shall remain or become the property of Client. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. Client will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to Client in relation to the consultancy shall be the property of Client.
- 2.9.5** The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

## 2.10 Tentative schedule for selection process

The Client will endeavour to follow the following schedule:

Date of issue of RFP	07 <sup>th</sup> October 2016
Last date for receiving queries/requests for clarifications	18 <sup>th</sup> October 2016
Pre-Bid meeting	18 <sup>th</sup> October 2016
Client's response to queries/requests for clarifications	21 <sup>st</sup> October 2016
Proposal Due Date	03 <sup>rd</sup> November 2016

## 2.11 Key personnel/ staff

2.11.1 The Consultant's team shall consist of the following key personnel who shall discharge their respective responsibilities to accomplish the tasks mentioned in the TOR:

S. No.	Position	Educational Qualification	Length of Professional experience	Present Designation
1.	Transaction Manager* (Single point of contact)	Post Graduate Degree in any discipline	Min. 15 years	Senior Director or equivalent
2.	Associate Transaction Manager	Graduate in any discipline	Min. 10 years	Associate Director or equivalent

*\* The transaction manager will be the point of contact for AITL during the duration of the empanelment.*

2.11.2 List of minimum key personnel/ staff:

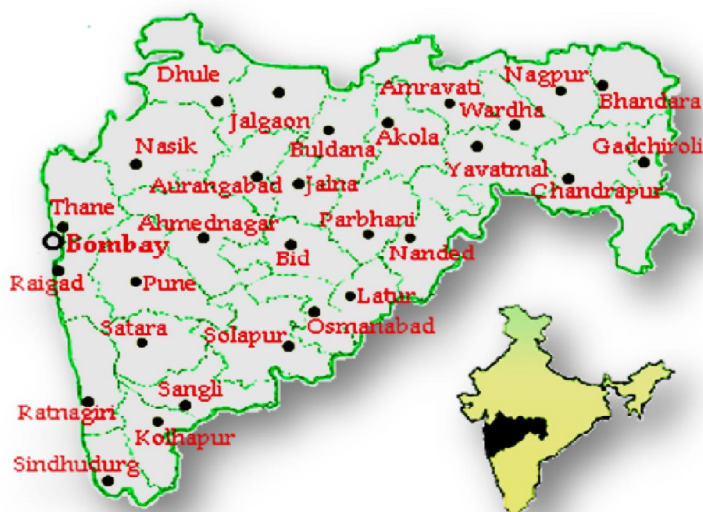
- Age of the key staff proposed should not be more than 70 Years on the last day of submission of proposal.
- The client reserves the right to ask for the details regarding the proof of age, qualification, experience and association of the key staff with the firm.
- The firm is free to deploy additional staff as per requirement
- The key staff proposed above should be available for presentations/ discussions/ meetings with the Clients (AITL, MIDC, or DMICDC or any other entities), in Delhi and Mumbai/Aurangabad.
- A summary of experience is to be provided by the firm for each of the key staff.

## Section 3. Terms of Reference

### 3.1 Background

Agency of the Government of Maharashtra, India, Maharashtra Industrial Development Corporation (MIDC) has a mandate for promoting industrial development in the state. Currently, MIDC has established 240 industrial complexes spread across 64,063 hectares (640 sq. km), housing different industries such as info-tech, bio-tech, wine (grape processing), silver, gems and jewellery, textiles, leather, chemicals, electronics, food processing, floriculture, etc. and special economic zones. Figure 1-1 shows the locations of the various MIDC industrial complexes within the larger state of Maharashtra.

Figure 1-1: Locations of MIDC Industrial Complexes within the State of Maharashtra



MIDC is also the state nodal agency for the industrial development pertaining to Maharashtra under the \$90 Billion Delhi-Mumbai Industrial Corridor (DMIC) project, which include the Shendra-Bidkin Industrial Area (SBIA) in Aurangabad, Maharashtra. MIDC together with DMIC Trust has formed a special purpose vehicle (SPV) . Aurangabad Industrial Township Limited (AITL) - for development of the SBIA. AITL is responsible for development of the Industrial Township and associated trunk infrastructure, as well as for implementation of other strategic projects within the SBIA.

### 3.2 Tasks and Activities

The scope of services for the consultant / transaction advisor can be divided into following broad stages:

- Stage 1: Project initiation and Client briefing
- Stage 2: Market Snapshot
- Stage 3: Site visit with Clients and final shortlisting of options
- Stage 4: Offer submission and preliminary Due Diligence
- Stage 5: LOI Signing
- Stage 6: Handover and Documentation Closedown
- Stage 7: Application Process Handholding

Please note the below described scope of work is not exhaustive and additional services may be required.

### **Stage 1: Project Initiation and Client Briefing**

The stage 1 consultancy scope consists of following tasks:

- a) Capturing of detailed requirement brief from potential clients / end-users; protocols, decision criteria, technical parameters, etc. to adjourn different land/assets requirements.
- b) Cost planning, assistance with building bye-laws and capturing of exceptional caveats.
- c) Signoff on service agreements.

### **3.2.1 Stage 2: Market Snapshot**

The stage 2 consultancy scope consists of following tasks:

- a) Analysis of trends pertaining to the micro-markets and competent developments in the region
- b) Analysis and submission of viable options as preferable for the potential clients / end-users
- c) Query resolution and short-listing of options
- d) Identification and disclosure of conflicts through suitable conflict management mechanism

### **3.2.2 Stage 3: Site visit with Potential Clients and Final shortlisting of Options**

The stage 3 consultancy scope consists of following tasks:

- a) Property tour of shortlisted sites with potential clients
- b) Preparation of summary report inclusive of qualitative and quantitative analysis for shortlisted properties.
- c) Constant updating of client and AITL on the status of transaction.

### **3.2.3 Stage 4: Offer Submission and Preliminary Due Diligence**

The stage 4 consultancy scope consists of following tasks:

- a) Capability assessment in terms of transaction deliverables.
- b) Support on legal drafting of NDA and other techno-legal due diligence amongst clients

### **3.2.4 Stage 5: LOI Signing**

- a) Preparation of detailed LOI (covering all financial and technical aspects) on behalf of the AITL

### **3.2.5 Stage 6: Handover and Documentation Closedown**

- a) Co-ordination with clients and their legal counsel for lease/purchase deeds; drafting and sign-off of contracts.
- b) Lease/Purchase agreement Registration.

### **3.2.6 Stage 7: Application Process Handholding**

- a) Application to state industrial development corporation
- b) Assist potential clients in preparing Project report/ project profile for submission to state industrial development corporation Infrastructure requirement application
- c) Document detailing land use justification



### **3.3 Marketing AURIC**

In addition to above, AITL may also require assistance from the empanelled consultants to support AITL with marketing AURIC internationally and in domestic markets. AITL may call upon the empanelled consultants to assist with ongoing marketing activities such as roadshows, B2B meetings, seminars etc. Opinion will also be sought from empanelled consultants to assist with preparation of communication strategy, branding, investor outreach programmes etc.

### **3.4 Transaction fees**

- 3.4.1** On successful execution of agreement with potential clients/ end-user, AITL will offer transaction fees of 0.5% of the lease premium or INR 1 crore (whichever is lower) (excluding taxes).
- 3.4.2** AITL will require endorsement from the potential client / end-user conforming association and assistance provided by the empanelled firm.
- 3.4.3** The cost incurred towards preparing marketing material, organizing events, roads shows etc. will be borne by AITL. Further, reimbursement towards any assistance (with respect to accompanying and supporting for roadshows, seminars, meetings etc.) taken from key staff will be provided by AITL (with prior approval)
- 3.4.4** There will be no compulsion on potential end-users / companies to approach AITL via empanelled agencies/firms.
- 3.4.5** No retainer fee will be paid by AITL to the staff of empanelled consultants
- 3.4.6** The empanelled firm is expected to bear all cost for key personal towards closing of transactions viz. internal travel, site visits, client visits etc.

**Empanelment of consultants as 'Transaction Managers' to support Aurangabad Industrial Township Limited (AITL) with land allotment and marketing Shendra and Bidkin Industrial Area**

**Section 4. Eligibility Qualification Criteria – Standard Forms**

- Form 4A: Proposal Submission Form
- Form 4B: Consultants Capability Profile
- Form 4C: Turnover Details
- Form 4D: Certificate of Incorporation
- Form 4E: Team Strength
- Form 4F: Eligible Projects . Industrial Transactions
- Form 4G: Details of Mandated Clients
- Form 4H: Curriculum Vitae (CV) of Key Professional Staff

**Form 4A: Proposal Submission Form**

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[Location, Date]

To

Managing Director,  
Aurangabad Industrial Township Limited,  
UdyogSarathi, MIDC Office, Marol Industrial Area,  
Andheri (East), Mumbai, Maharashtra, India - 400093

**RFP dated [date] for selection of consultant for [name of assignment]**

Dear Sir,

With reference to your RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [with] [insert a list with full name and address].

We understand you are not bound to accept any Proposal you receive.

Further:

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for empanelment of the Consultant, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. We declare that:
  - a) We have examined and have no reservations to the RFP, including any Addendum issued by the Authority;
  - b) We do not have any conflict of interest in accordance with the terms of the RFP ;
  - c) 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, in respect of any tender or request for proposal issued by or

**Empanelment of consultants as 'Transaction Managers' to support Aurangabad Industrial Township Limited (AITL) with land allotment and marketing Shendra and Bidkin Industrial Area**

any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and

- d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants.
  8. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/Managers/ employees.
  9. 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 Client in connection with the selection of Consultant or in connection with the selection process itself in respect of the above mentioned Project.
  10. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Project is not awarded to us or our proposal is not opened or rejected.
  11. We agree to keep this offer valid for one hundred eighty (180) 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 document is attached herewith.
  13. We agree and undertake to abide by all the terms and conditions of the RFP Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

(Name and seal of the Applicant/Member in Charge)

**Form 4B: Capability Profile**

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*[The consultants are required to submit a detailed company capability profile]*

**Form 4C: Format for Turnover Details**

<b>(Average Annual Turnover of Applicant)#</b>		
<b>S. No.</b>	<b>Financial years</b>	<b>Average Annual turnover of the applicant (INR)</b>
1.	2012-13	
2.	2013-14	
3.	2014-15*	
4.	Average Annual Turnover	[indicate sum of the above divided by 3]

**Certificate from the Statutory Auditor / Chartered Accountant**

This is to certify that [name of company] [registered address] has received the payments shown above against the respective years.

Name of Authorized Signatory:

Designation:

Name of firm:

Signature of Authorized Signatory:

Seal of Audit firm:

**Note:**

1. \*It is clarified that the consultants whose Annual accounts have not yet been finalized for the financial year 2014-15, they can submit the average annual turnover for the years 2011-12, 2012-13, 2013-14 along with a certificate from the Statutory Auditor certifying that the accounts for FY 2014-15 are yet to be finalized.
2. # To be provided for Indian and Global entity separately
3. Relevant supporting documents such as summary of audited balance sheets etc. can be submitted with the form.

**Form 4D: Certificate of Incorporation**

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*[The certificate of incorporation to be provided for Indian and Global entity]*

**Form 4E: Team Strength**

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*[Relevant documents to be provided to fulfil the eligibility conditions of minimum team strength – auditors / chartered accountants certificate]*

**Form 4F: Eligible Projects – Industrial Transactions**

Project Specific Experience

- PROVIDE PROOF FOR 25 SUCCESSFULLY EXECUTED INDUSTRIAL TRANSACTIONS.
- EXHIBIT PROJECTS IN THE LAST THREE YEARS.

Assignment Name and project cost:	Approx. value of the contract (in INR in Crore):
Country: Location within country:	Duration of mandate (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR in Crore):
Start Date (Month/Year): Completion Date (Month/Year):	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative Description of Project: (highlight project capital cost in the narration)	
Description of actual services provided by your staff within the assignment:	

Firm's Name:

Authorized Signature:

**Note:**

The applicants must also provide relevant supporting documents such as completion certificates / executed agreements / correspondence (letter or emails) / final invoices etc. to prove execution of the transaction.



**Form 4G: Details of Mandated Clients**

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*[The consultants are required to submit mandate or award letters / agreements proving such exclusive mandates (for transaction related services)]*

**Form 4H: Curriculum Vitae (CV) for Proposed Professional Staff**

1.	Proposed position				
2.	Name of firm				
3.	Name of staff		[First] [Middle] [Surname]		
4.	Date of birth				
5.	Nationality				
6.	Education		[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of obtainment starting from the latest degree]		
7.	Membership of Professional Organizations				
8.	Training & Publications		[Indicate significant training since education degrees (under 5) were obtained]		
9.	Countries of Work Experience		[List countries where staff has worked in the last ten years]		
10.	Languages	Language	Proficiency (good/ fair/ poor)		
			Speaking	Reading	Writing
		English			
11.	Employment record [Starting with present position, list in reverse order every employment held by staff member since graduation]	Name of Organization	Position held	Duration	
				YYYY to present	
12.	Details of tasks assigned				
13.	Work Undertaken that Best Illustrates Capability to Assigned 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 assigned]  Name of assignment or project:  Year:  Location:		

**Empanelment of consultants as 'Transaction Managers' to support Aurangabad Industrial Township Limited (AITL) with land allotment and marketing Shendra and Bidkin Industrial Area**

		Client: Project Cost: Main project features: Positions held: Activities performed:
		Name of assignment or project: Year: Location: Client: Project Cost: Main project features: Positions held: Activities performed:
14.	Certification	I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.
	Signature	Signature
	Date: [dd/mm/yyyy]	Date: [dd/mm/yyyy]
	Name of staff member:	Name of Authorized Signatory:

**Note:**

Please restrict the number of pages per CV to four (04) pages (two sheets if printed both sides). The one-page summary shall be over and above the four (04) page CV.