



Dholera Industrial City Development Limited (DICDL)

TENDER DOCUMENT

FOR

EMPANELMENT OF CONSULTANTS AS TRANSACTION

MANAGERS AND ADVISORS FOR LAND ALLOTMENT OF

DHOLERA INDUSTRIAL CITY DEVELOPMENT LIMITED (DICDL)

REQUEST FOR PROPOSAL (RFP)

(CIN: DICDL/DSIR/CNSL/MRKT- 07)

December 2017

Dholera Industrial City Development Limited (DICDL)
6th Floor, Block No. 1 and 2, Udyog Bhavan,
Sector-11, 'GH-4' Circle, Gandhinagar – 382017
Gujarat, India

Prepared by
Program Manager for New Cities (PMNC)



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Disclaimer

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Employer or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Employer to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their bid pursuant to this RFP (the “Bid”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisors to consider the objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Employer, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in the Bidding Process.

The Employer also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Employer may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the Employer is bound to appoint the selected Bidder for the Project and the Employer reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Employer or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Employer shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Section 1 - Letter of Invitation

Date: December, 2017

1. Introduction

The Government of India has envisaged the development of Delhi Mumbai Industrial Corridor (DMIC) along the alignment of proposed Multi-modal High Axle Load Dedicated Freight Corridor between Delhi and Mumbai, covering an overall length of 1,483 km. Further, Delhi Mumbai Industrial Corridor Development Corporation Limited (DMICDC), a special purpose company, was incorporated to establish, promote and facilitate development of the DMIC Project.

The Dholera Special Investment Region (DSIR) will be a major Greenfield Industrial Hub planned and located approximately 100 kms south of Ahmedabad and 130 kms from the State Capital, Gandhinagar. The project, as envisaged, will be the first initiative from DMICDC to create a linear zone of industrial clusters and nodes to be developed in the influence area of Western Dedicated Freight Corridor (DFC).

A SPV under Indian Companies Act 2013, Dholera Industrial City Development Limited (DICDL), has been formed with equity participation from Gujarat State Government and DMIC Trust and is responsible for implementation of the DSIR Project.

DSIR has been planned over an extensive area of land measuring approximately 920 Sq. kms., encompassing 22 villages of Dholera Taluka in the Ahmedabad District. This will be, by far, the largest of investment nodes planned along the influence of DFC in the DMIC region. This node is strategically located between the industrial cities of Vadodara, Ahmedabad, Rajkot, Surat and Bhavnagar urban agglomerates. The nearest international airport is at Ahmedabad and Government of Gujarat through the Dholera International Airport Company Limited (DIACL) has plans to develop another international airport in the Northeast of the proposed investment region. DMICDC, with support of DSIRDA, plan to create an economically and socially balanced new-age City with world class infrastructure and highest quality-of-life standards and sustainability in the urban form. This new age city aims to have a sustainable urban transportation system (transit oriented development) within and mobile/ efficient regional connectivity with neighbouring cities and the rest of the country.

For the DSIR, DMICDC has appointed AECOM as the Programme Manager for New Cities (PMNC). The role of the PMNC is to perform activities necessary to plan, integrate, package, administer and manage the implementation of DSIR projects. Specifically, the PMNC will be responsible for conceptualisation of projects and further, during the design and construction stage, overseeing the work of Consultants, and contractors, including reviewing, monitoring, resolution of interface issues, and reporting to the State nodal agency and the DMICDC on the programme progress. All deliverables from the consultants engaged on this project shall be submitted to the PMNC for final approval of DICDL. As an extension of DMICDC and

DICDL, the PMNC will be responsible for taking inputs from stakeholders and communicating them with the transaction advisors. In all day-to-day matters in respect of implementation of this assignment, the transaction firms shall report to the PMNC.

For trigger development of Dholera SIR, an Activation Area is identified as the catalyst for further investment and to attract local and global investors. Activation Area is spread across an area of approximately 22.5 Sq. km. It has approximately 72 kms of roads and has an optimum mix of land use comprising of industrial, residential, mixed use, recreation and tourism. The selected area has land available for immediate allotment. The Activation Area is approximately 4.25% of the total developable area of DSIR. It can cater to a residential population of 1.2 lakhs with an employment of approximately 80,000 persons by 2020. 80% of the Activation Area is in possession of DICDL providing ready to allot plots with all major trunk infrastructure at door step.

Accordingly, Dholera Industrial City Development Limited (Client) intends to empanel transaction advisors for investments in Dholera

Objectives

Dholera Industrial City is now moving into the implementation phase from a Project phase and is "Ready for Business"

Initially, Dholera has to be promoted as an industrial location. The objective is to showcase Dholera as a viable large-scale manufacturing destination for potential national & international investors. The empaneled advisory firms have to popularise the project profile both domestically and globally & bring industrial investment to Dholera followed by non-industrial investment. The transaction advisors have to highlight the potential of Dholera by building on the location, large flat land parcels, infrastructure, planning, policies of the Government of Gujarat, sectorial focus, etc.

Basis above background, DICDL invites interest from reputed transaction advisory firms to empanel as transaction managers and advisors with DICDL to support with marketing the project and assist potential clients to occupy space at the DSIR.

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

SECTION 1: Letter of Invitation

SECTION 2: Instructions to Transaction Advisory Firms

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.nprocure.com.

Yours sincerely

MD DICDL

Section 2 - Instructions to Transaction Advisory Firms

2.1 Introduction

- 2.1.1** DICDL will empanel consulting firm/ organisation, in accordance with the method of selection specified in the RFP. Applicants are advised that the selection of The Transaction Advisory Firms will 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 Transaction Advisory Firms 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 Transaction Advisory Firms, 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 Transaction Advisory Firms provide 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 Transaction Advisory Firms 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 Transaction Advisory Firms (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 Gandhinagar – 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 120 (one hundred and twenty) days from the Proposal Due Date (the “PDD”).

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
 - 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 10,000 (Rupees Ten Thousand Only) plus 18% GST 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 Transaction Advisory Firms 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 participating transaction advisory firm must have an annual turnover of INR 5 Crores or more in each of the preceding 3 years. 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 7 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 15 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 15 transactions for industrial assets/properties or Residential and Commercial Plots in Asia-pacific region in last 3 years. Relevant documents (such as completion certificates, agreements, invoice details etc.) proving such transactions must be submitted with the proposal.

2.3.5 Deleted

2.3.6 The participating transaction advisory firm must have presence in Western part of India and shall have an office in Ahmedabad, Gujarat.

2.3.7 Consortiums of maximum Two agencies (1 lead + 1 JV partner) are allowed to fulfill above qualification criteria jointly.

2.3.8 An Applicant and the JV member may either be a sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956/2013 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 Transaction Advisory Firms 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, Transaction Advisory Firms 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 Transaction Advisory Firms may be subjected to local taxes (such as GST, social charges or income taxes on non-resident foreign personnel, duties, fees, levies etc.) on amounts payable by the Client. Transaction Advisory Firms 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 initialed 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 Managing Director (DICDL)

2.6.4 Dholera Industrial City Development Limited (DICDL)

6th Floor, Block No. 1 and 2, Udyog Bhavan,
Sector-11, ‘GH-4’ Circle, Gandhinagar – 382017
Gujarat, India
Email: dbrahmbhatt@dicdl.in, Phone: +91-079-23226015

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

2.6.6 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, DICDL 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 DICDL 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 Gandhinagar 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 Transaction Advisory Firms 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	4/1/2018
Last date for receiving queries/requests for	10/1/2018
Pre-Bid meeting	16/1/2018 at 11.00 AM Venue: 8th Floor, GIDB Conference room, Udyog Bhavan, Sector-11, 'GH-4' Circle, Gandhinagar – 382017 Gujarat, India
Client's response to queries/requests for	22/1/2018
Proposal Due Date and time (PDD)	2/2/2018 at 3 PM
Bid opening	2/2/2018 at 3.30 PM

2.11 Key personnel/ staff

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

Sr.	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 DICDL during the duration of the empanelment.

2.11.2 List of minimum key personnel/ staff:

1. Age of the key staff proposed should not be more than 70 Years on the last day of submission of proposal
2. 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
3. The firm is free to deploy additional staff as per their requirement
4. The key staff proposed above should be available for presentations/ discussions/ meetings with the Clients / DICDL or DMICDC or any other related entities, in Delhi and Ahmedabad.
5. A summary of experience is to be provided by the firm for each of the key staff

Section 3 - Terms of Reference

3.1 Tasks and Activities

Scope of services of the transaction advisor can be broadly divided as follows:

A) Market snapshot

The transaction advisors are expected to form a bridge between DICDL & the market place with activities like

- a) Trend & market analysis
- b) Competition analysis & developments in the region
- c) Sectorial demand analysis
- d) Identify & progress Dholera enablers for clients, typically industrial, to locate in Dholera

Each empaneled agency is expected to submit quarterly reports/updates on the above.

B) DICDL is the promoter of Dholera industrial city & owns substantial land which can be allotted for various asset classes as per the land use plan in force.

The primary responsibility of transaction advisors will be to identify & locate potential clients in Dholera for various asset classes over a period of time, but mainly industrial to begin with.

Each empaneled agency will undertake efforts including involvement of their international offices (if any) to attract clients for Dholera. Each agency will inform DICDL in advance about their planned promotional activities on a monthly basis & will also inform DICDL about the outcome of such efforts.

- Stage 1: Client initiation and Briefing
- Stage 2: Site visit with potential Clients and final shortlisting of options
- Stage 3: LOI Signing
- Stage 4: Handover and Documentation Close down

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

Stage 1: Client Initiation and Briefing - Scope consists of the following tasks:

- a) Capturing of detailed requirement brief of potential clients/end-users; protocols, , technical parameters, decision criteria, decision making process, etc. as per the specific requirement of the asset class under discussion & specifically industrial land.
- b) Providing assistance to the proposed client in their locational analysis by providing them with the bouquet of relevant information considering their exceptional

requirements, if any.

- c) Ensuring that the potential client is aware of all rules & regulations of Dholera.
- d) Handholding the client through all & sundry processes required for locating the potential client at Dholera.

Stage 2: Site visit with Potential Clients and Final shortlisting of Options - Scope consists of following tasks:

The stage 2 scope consists of following tasks:

- a) Site visit with the potential clients
- b) Preparation of summary report inclusive of qualitative and quantitative analysis for shortlisted sites in Dholera enabling the client to select, approve & site quickly.
- c) Coordinating with Dholera Special Investment Region Development Authority, utility providers & other relevant authorities, as required by the client/client's project.

Stage 3: LOI Signing – Scope consists of the following tasks

- a) Putting in the land allotment form
- b) Getting the client to finalise selection of their site & issue a LOI including all details pre-agreed with DICDL

Stage 4: Handover and Documentation Closedown – Scope consists of the following tasks

- a) Co-ordination with client and their legal counsel for complete documentation including signing of the lease deed.
- b) Registration of the Lease agreement.

Notes:

- A) The transaction advisor will ensure that DICDL is regularly updated on the status of every transaction.
- B) The empaneled transaction advisors will ensure that their teams are thorough with DICDL & DSIRDA rules & regulations; especially the land allotment policy

3.2 Marketing DSIR

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

3.3 Transaction fees

3.3.1 On successful execution of agreement with potential clients/ end-user, DICDL will offer transaction fees of 1% of the upfront lease premium or INR 1 crore (whichever is lower) (excluding taxes).

3.3.2 Deleted.

3.3.3 The cost incurred towards preparing marketing material, organizing events, roads shows etc. will be borne by DICDL. Further, reimbursement towards any assistance (with respect to accompanying and supporting for roadshows, seminars, meetings etc.) taken from key staff will be provided by DICDL (with prior approval).

3.3.4 There will be no compulsion on potential end-users / companies to approach DICDL via empaneled agencies/firms.

3.3.5 No retainer fee will be paid by DICDL to the staff of the empaneled Transaction Advisory Firms. Also, the empaneled firm(s) are expected to bear all costs for key personal towards closing of transactions viz. internal travel, site visits, client visits etc.

No expenses will be reimbursed by the client & the empaneled firms are expected to incur their own costs for execution of this assignment like airfare, hotel, site visits, etc.

3.4 Client registration process

The empaneled transaction advisors will register their client with DICDL by submission of a mandate from the proposed client to be eligible for fees as mentioned Section 3.3 in this document.

The transaction advisor that is registered with DICDL at the time of registering of the lease document will be eligible to receive the fees from DICDL.

If the transaction is not closed within 9 months or within the mandate period then the empaneled transaction advisor has to reregister with a fresh letter from the proposed client that the site is still under consideration along with a new mandate letter.

If in case the proposed client issues an additional mandate letter to another

transaction advisor then the fees will be split between the transaction advisors equally.

If in case the proposed client informs DICDL about cancellation of mandate of the registered transaction advisor & appointment of another transaction advisor then fees will be paid only to the transaction advisor registered with DICDL at the time of registration of the lease document.

3.5 Cancellation of Empanelment

If an empaneled transaction advisor is unable to bring any client for DICDL within 18 months of empanelment, then DICDL reserves the right to cancel the empanelment of the said advisor.

Section 4 - Eligibility Qualification Criteria – Standard Forms

- Form 4A: Proposal Submission Form
- Form 4B: Applicants 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

[Location, Date]

To
Managing Director,
Dholera Industrial City Development Limited (DICDL)
6th Floor, Block No. 1 and 2, Udyog Bhavan,
Sector-11, 'GH-4' Circle, Gandhinagar – 382017
Gujarat, India

RFP dated [date] for selection of Transaction Advisory Firms 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 Transaction Advisory Firms, 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 empaneling as a Transaction Advisory Firms 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 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 Transaction Advisory Firms, 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 Transaction Advisory Firms 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 twenty (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 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

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

Form 4C: Format for Turnover Details

(Average Annual Turnover of Applicant)#		
S. No.	Financial years	Average Annual turnover of the applicant (INR)
1.	2014-15	
2.	2015-16	
3.	2016-17	
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. # To be provided for Indian and Global entity separately
2. Relevant supporting documents such as summary of audited balance sheets etc. can be submitted with the form

Form 4D: Certificate of Incorporation

[The certificate of incorporation to be provided]

Form 4E: Team Strength

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

Form 4F: Eligible Projects – Industrial Projects

Project Specific Experience

- Provide proof for 15 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: 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:	

		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 willful 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.

Form 4 H: Contract Agreement

Contract Agreement

FOR

Consultant as Transaction Managers and Advisors for Land Allotment of Dholera Industrial City Development Limited (DICDL)

Between

Dholera Industrial City Development Limited

and

M/s. _____

This CONTRACT (hereinafter called the "Contract") is made on the _____ day of the month of _____ 2018, by and between

Dholera Industrial City Development Limited (DICDL), represented by its Chief Executive Officer, Gandhinagar, incorporated under Indian Companies Act, 2013 and having registered office at [Block No. 1 & 2, 6th Floor, Udyog Bhavan, Sector-11, Gandhinagar, Gujarat - 382017 (hereinafter referred to as the "Client" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part

And

M/s. _____ means the selected Consultant having its registered office at _____ (hereinafter referred to as the "Consultant" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the Other Part.

NOW THEREFORE the parties hereto hereby agree as follows:

- (a) The Consultant shall carry out the Services in accordance with the provisions of the Section 3 Terms of Reference; and
- (b) The Client shall make payments to the Agency in accordance with the Section 3 Terms of Reference.
- (c) The following documents attached hereto shall be deemed to form an integral part of this agreement:
 1. Section 1. Letter of Invitation
 2. Section 2. Instructions to Transaction Advisory Firms
 3. Section 3. Terms of Reference

4. Section 4. Curriculum Vitae (CV) for Proposed Professional Staff
5. Section 5. Copy of Letter of Empanelment
6. Section 6. Addendum and Response to Queries

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF
[Dholera Industrial City Development Limited]

FOR AND ON BEHALF OF
[M/s. _____.]

By
(Authorised Representative)

By
(Authorised Representative)

Witness:

1. Name and Signature

1. Name and Signature

2. Name and Signature

2. Name and Signature