

F.No. 3/3/2018-DIPAM-II-Vol.IV
GOVERNMENT OF INDIA
MINISTRY OF FINANCE
DEPARTMENT OF INVESTMENT & PUBLIC ASSET MANAGEMENT

Request for Empanelment (RFE) of Consultancy Firms for providing transaction advisory services for monetization of Land & Building of the Central Public Sector Enterprises (CPSEs)/ Public Sector Undertakings (PSUs)/ other Government Organisations

1. INTRODUCTION

1.1 The assets of the Public Sector Enterprises and Government Departments are diverse and spread out across the country. These assets could be categorized broadly, into the following classes: a) Land & Buildings, b) brown-field operational assets such as pipelines, roads, mobile towers, electricity transmission lines, etc. c) financial assets, like equity shares, debt securities, other hybrid/structured finance asset units etc. and d) other miscellaneous assets.

1.2 Many of the assets are sub-optimally utilised and can be appropriately monetised to create greater financial leverage and value for the companies and the government, being the shareholder.

1.3 Government intends to monetize select non-core and other assets owned by the CPSEs/ PSUs/ other Government Organizations using appropriate model.

1.4 A major portion of the above mentioned government assets are in the form of Land & Buildings, for the monetization of which this Request for Empanelment (RFE) is being floated.

2. PROPOSAL

2.1 The Government of India (GoI) proposes to empanel International Property Consultancy firms (IPCs) or other consultancy firms or any other firms engaged in transaction advisory services, asset monetization or project management, who will assist DIPAM in formulating the monetization strategy w.r.t. land and building, conducting techno-economic feasibility studies of each of the assets, provide end to

end transaction advisory services and ensure completion of transactions for monetization of the same.

2.2 In pursuance of the above, DIPAM invites proposals from interested firms (the “Proposals”) for Empanelment as consultant (the “Consultant”) who shall assist and undertake delivery of services as listed above in Paragraph 2.1 and detailed further under the section “Scope of work”.

2.3 In the first stage of the process, technically qualified firms will be empanelled. Financial bids will be called from amongst these empanelled technically qualified firms for conducting the feasibility studies, providing transaction advisory services and ensuring completion of transactions for monetization of specific assets.

2.4 However, DIPAM reserves the right to entrust the monetization of Land and Building/Property in the case of specific cases, through open tender for technical and financial bids for conducting the feasibility studies, providing transaction advisory services and ensuring completion of transactions for monetization of specific assets, or otherwise.

3. SCOPE OF WORK

The consultancy firms empanelled will be required to prepare the “Feasibility Report” for each of the assets allocated to them, provide end to end transaction advisory services and ensure completion of those transactions. The scope of work would include, but not be limited to:

- I. Preparation of Feasibility Reports for each of the assets identified.
- II. Assist in finalizing the model for monetization.
- III. Assist in finalization of transaction structure.
- IV. Prepare the bid documents (Request for Proposal (RFP), Concession Agreement, Lease Agreements, Project Information Memorandum (PIM) for each project, etc.)
- V. Assist DIPAM in conducting the bid process.
- VI. Ensure completion of transaction i.e., ensure legal documentation for transfer of ownership, physical handover of the asset, up to the stage of transfer of funds into the Government’s Treasury is complete.

It may be noted that Government of India (GoI)/DIPAM reserves the right to revise the Terms of reference (ToR) at the time of calling financial bids from the empanelled firms on specific assets.

4. ELIGIBILITY

4.1 In this document, unless the context otherwise requires, reference to a firm shall be construed as reference to any International Property Consultant Firm (IPC) or other consultancy firms or any other firms engaged in transaction advisory services, asset monetization, project management.

4.2 The firm should have handled or completed at least 5 transaction advisory projects in the last 10 calendar years (1.1.2008 to 31.12.2018) w.r.t.

- I. monetization of land and building or
- II. experience in ReIT listing or any other mode of monetization of property assets of reputed Public/ Private organisations or
- III. PPP (Public Private Partnership) transactions

4.3 The firm should have received a minimum of INR 20 crores (Rupees Twenty crores) per annum as professional fees during each of the last five financial years (01.04.2014 to 31.03.2019)

**Professional fee should be duly certified by statutory body like Chartered Accountant or Independent Auditors who are competent to do so as recognized by the State concerned.*

5. PERIOD OF EMPANELMENT

Period of engagement will be initially for 1 year. Period of engagement can be extended for a period of 2 years, with same terms and conditions. Each extension will be for a maximum period of 1 year.

6. PRE-BID MEETING

The interested parties are required to send in their queries, if any, by e-mail to Shri Jagdish Kumar, Deputy Director, Room No. 431, 4th floor, Block 14, CGO Complex, Lodhi Road, New Delhi - 110003. A pre-bid meeting will be held on 19th June, 2019 at 1500 hours (IST) in the Conference Hall of DIPAM (Room No. 515, 5th floor, Block 14, CGO Complex, New Delhi). Interested parties may attend the pre-bid meeting, if they so desire.

7. TECHNICAL BID

7.1 Each respective technical bid will be attributed a technical score as per following breakup:

S. No.	Description	Weightage
1	Financial Capacity of the Applicant - Annual Average Turnover in last 3 financial years	10 marks
2	Empanelment as Consultant with any government body/organization/undertaking of Government	10 marks
3	Experience of key professionals in the field of monetization of land and building, property assets, ReIT listing or PPP (Public Private Partnership) transactions	25 marks
4	Firm's Experience – projects/assignments of State/Central Government or its agencies, organizations, undertakings, reputed Private company, municipal agencies, etc. in the field of monetization of land and building, property assets, ReIT listing or PPP (Public Private Partnership) transactions	30 marks
5	Firm's International Experience - similar projects/assignments/consultancy services for International Projects in the field of monetization of land and building, property assets, ReIT listing or PPP (Public Private Partnership) transactions	15 marks
6	Approach and Methodology - firm's understanding of the client requirements and methodology to achieve the desired goals as set out in the RFE	10 marks
	Sum total	100 marks

8. SUBMISSION OF BIDS

8.1 The Applicants are required to submit the proposal as per the details mentioned below. Each document is to be page-numbered.

(i) **Envelope 1** will contain the following :

- (a) Covering letter on the Letter-head of Company/Firm submitting the Technical Bid by enlisting the documents attached, indicating the page number, profile of the organization with full particulars of the constitution, ownership and business activities, together with unabridged Annual Reports or audited financial accounts for the last three years.
- (b) A letter of authorization in favour of any person authorizing him to sign the proposal and other documents on behalf of the bidder.

- (c) A certificate, duly signed by the authorized signatory of the bidder, as per Paragraph 4.3.
- (d) A certificate to the effect that in case any of the key professionals/members of the deal team indicated in RFE is not available for any reason like resignation or leave of absence, etc. a person of equal qualification and experience would be made available with the concurrence of DIPAM.
- (e) A demand draft of INR 75,000 (Rupees seventy five thousand) in favor of Pay & Accounts Officers, DIPAM, to be credited to Govt. Account No. 34663044146, IFSC: SBIN0000625, SBI, Central Secretariat Branch, New Delhi, as earnest money deposit.
- (f) An Affidavit-cum-Undertaking in the format as in **Annexure-1** regarding 'no conviction' and 'no conflict of interest'.

(ii) **Envelope-2 (sealed)** will contain the following:

The Technical bid along with all schedules, certificates and Annexures, duly filled in, page-numbered and signed by the authorized signatory of the Bidder.

8.2 The Proposal should be sent by 1430 hours (IST) on 1st July, 2019 to Shri Jagdish Kumar, Deputy Director, DIPAM, CGO Complex, Block No.14, Room No. 431, 4th Floor, New Delhi- 110003. The Proposal must be sent in hard copies only. The Proposals received after the appointed day and time will be summarily rejected. The Government will not be responsible for any postal/ courier delay. For any clarifications or details, the parties are advised to contact the above mentioned officer on Tel. 011-2436 8036, E-Mail:- j.kumar75@nic.in.

8.3 The Eol/bids will be opened by the Tender Opening/Screening Committee in the presence of the bidders at 1500 Hrs (IST) on 1st July, 2019 in the Committee Room of the Department of Investment and Public Asset Management (DIPAM) (Room No. 515, 5th Floor, Block 14, CGO Complex, Lodhi Road, New Delhi -110003). Bidders or their representatives may remain present at the time of opening of bids, if they so desire.

8.4 The Government reserves the sole right to accept or reject any or all proposals thus received, without assigning any reasons thereof.

9. SELECTION PROCESS

9.1 Government of India (GoI) has adopted a two-stage process for the selection of firms. The first stage process involves pre-qualification and shortlisting (the “Empanelment”) of successful Applicants by IMG on the basis of technical bids and in accordance with the provisions of this Request for Empanelment (RFE).

9.2 The eligible bidders would be required to demonstrate their credentials before the Inter-Ministerial Group (IMG) through a presentation, covering the areas/criteria listed above, and to bring along 15 hard copies of the presentation, at the time of presentation. The date, time and venue for the presentation will be intimated in due course.

9.3 The IMG would evaluate the Bidders on the criteria mentioned above based on their presentation and the proposals received and shortlist them for empanelment.

9.4 The bidder scoring the points/marks above the benchmark set by IMG would be empanelled.

9.5 At the end of this stage, the IMG shall empanel the applicants who meet the technical qualification criteria. These firms shall be eligible for participation in the second stage wherein they will be required to submit the financial bids for specific cases/transactions.

9.6 However, DIPAM reserves the right to entrust the monetization of Land and Building/Property in the case of specific cases, through open tender for technical and financial bids for conducting the feasibility studies, providing transaction advisory services and ensuring completion of transactions for monetization of specific assets, or otherwise.

9.7 Consortium bids will not be allowed.

9.8 Sub-contracting of the assignment will not be allowed. The appointed Advisor shall be solely responsible for all the required final deliverables.

10. TERMINATION

The Government of India can terminate the contract at any time without prior notice and without providing any reason for it. However, in the normal course it will provide one month's notice to the empanelled firms. The empanelled firms can also seek for

termination of the contract upon giving one month's notice to the Government of India. However, there shall be no suspension of service during the notice period.

11. DISCLAIMER

11.1 The Government of India reserves the sole right to accept or reject any or all proposals thus received without assigning any reason thereof.

11.2 DIPAM will not be responsible for any delay on account of late submission of Bid.

12. DISPUTE

In case of dispute, the decision of the Secretary, DIPAM will be final.

13. JURISDICTION

The jurisdiction of Court will be at New Delhi only.

Annexure-1

AFFIDAVIT CUM UNDERTAKING

We, the undersigned (“Bidder”) are submitting our bid in respect of the Request for Empanelment No. [●], Dated [●] (“Bid”) issued by the Department of Investment and Public Asset Management, Ministry of Finance, Government of India, (“Government”) in relation to [●] and in this connection we hereby solemnly affirm, declare and undertake as follows:

(1) Details of the Bidder as disclosed in **Appendix-A** enclosed herewith are true and correct as on date.

(2) There has been no conviction by any court of law or indictment or adverse order by any statutory or regulatory authority for a Grave Offence against us or any of our Indian Sister Concern(s) or any of our promoters or directors or that of our Indian Sister Concern(s) during the last ten financial years.

(3) No enquiry or investigations for any Grave Offence is pending against us or any of our Indian Sister Concern(s) or any of our or our Indian Sister Concern’s directors, managers and/or other Senior Managerial Personnel by any regulatory authority and/or government agency.

(4) The details of enquiry or investigations for non-Grave Offences pending against us/our Indian Sister Concern(s)/ our or our Indian Sister Concern’s directors, managers and/or other Senior Managerial Personnel by any regulatory authority and/or government agency are disclosed in **Appendix-B** enclosed herewith.

(5) There is no Conflict of Interest with respect to the contract as on date.

(6) During the tenure of our engagement for the contract, we shall keep the Government/CPSE informed, without delay, of any situations, circumstances, relationships, possible source or potential areas of Conflict of Interest in the format enclosed as **Appendix-C** herewith and we shall not take up work in relation to any such assignment without obtaining prior approval of the Government and granting of such approval shall be the sole discretion of Government and shall be binding on us.

(7) We ourselves and/or for/with or in association with or on behalf of or through any other Entity, shall not take up any advisory or consulting assignment or render any services on a similar transaction or any other transaction, which could have a direct

Conflict of Interest, in any manner or capacity to a Competitor of the Company during the term of our engagement in respect of the contract without prior written approval of the Government and granting of such approval shall be the sole discretion of Government and shall be binding on us.

(8) We have put in place a robust mechanism to resolve any Conflict of Interest situations and circumstances that may arise or result while conducting our business or rendering of services and where-so-ever any Conflict of Interest or potential for Conflict of Interest may arise, we shall take reasonable steps to resolve the same forthwith in a fair and equitable manner. During the term of our engagement we shall ensure to and continue to exercise adequate due diligence for identifying and removing any areas, source, situations and circumstances of conflict and mitigating the effects of such conflicts to the satisfaction of the Government, in case any such Conflict of interest (or apparent conflict of interest) arises or results in relation to the contract.

(9) We have laid down an internal code of conduct for governing our internal procedures and operations and have prescribed the standards of appropriate conduct for our employees and officers for carrying out their duties and responsibilities with a view to appropriately ensuring proper maintenance of professional excellence and standards with integrity, confidentiality, objectivity and have made provisions for identification, avoidance and resolution of conflict of interests and for disclosure of shareholdings and interests, etc., in terms of applicable laws.

(10) We understand that:

(i) in cases where existing Conflict of Interest (or apparent conflict of interest) is disclosed by us, the Government would be entitled to initiate appropriate actions to eliminate or address or mitigate or neutralize the conflict through restricting or modifying the work to be performed by us in respect of the contract. The Government may also terminate our engagement for the contract, in whole or in part, if such termination is absolutely necessary in the view of the Government to avoid the appearance of a Conflict of Interest situation.

(ii) The Government would be entitled to terminate our appointment, if any, if the affirmation/declaration/undertaking given by us is found to be false or misleading in any manner or not adhered or fulfilled or complied by us.

(iii) if at any time after our appointment as an empanelled firm, either we or any of our Indian Sister Concerns or the respective promoters/directors, is convicted by a court of law in India or any indictment/adverse order is passed by a regulatory authority in India for a Grave Offence, we shall stand disqualified from continuing as Advisor to the Government and shall be bound to inform them without any delay and shall voluntarily withdraw from the contract, failing which the Government may terminate our appointment after giving an opportunity of being heard.

Definitions

Unless otherwise defined in this Affidavit, the following capitalized terms used herein shall have the meaning as set out below:

1. Advisor means the Bidder and includes bidder(s) who have been selected and empanelled for the Asset Monetization Program by the IMG/Government of India in terms of the Bid.
2. Conflict of Interest: Conflict of Interest in relation to the contract shall, without limitation, be deemed to exist or have arisen, if:
 - (i) The Advisor whether itself and/or for/with or in association with/or on behalf of or through any other Entity is engaged in any activity or business which would or may be reasonably expected to directly or indirectly, materially adversely affect the interest of the Government/CPSE/CEPI or any such activity/association would or may impair his ability to render fair, impartial, technically sound and objective assistance or advice, or unbiased services or may result in giving an unfair competitive advantage to any other person.
 - (ii) The Advisor whether itself and/or for/with or in association with/or on behalf of or through any other Entity is engaged in advising and/or have taken up engagement for advising/consulting any other Entity whether under a formal engagement or otherwise in relation to any transaction/matter ("Third Party Transaction"), which would or may be reasonably expected to directly or indirectly, materially adversely affect the interest of the Government/CPSE/CEPI.

(iii) The Advisor has any business or financial interests in any other Entity that would impair, or give the appearance of impairing impartial decisions in relation to contract, in offering any advice recommendations or in providing technical assistance or other services to the Government/CPSE/CEPI as part of Advisor's engagement obligations/duties.

(iv) Any other situation, possible source or potential areas of interests, which may impair Advisor's ability to render fair, impartial, technically sound, and objective assistance or advice, or unbiased services or in conflict of their professional duties towards Government/CPSE in respect of the contract or result in giving an unfair competitive advantage to any other person.

3. Company means [●] the Company referred to in Para 1.3. That is CPSE/PSU/CEPI whose non-core assets are to be monetized.
4. Competitor of the CPSE means an Entity in India that is engaged in the business substantially similar to the business of the CPSE. Business of an Entity shall be deemed to be substantially similar to the business of the CPSE, if turnover or profit of such Entity from the business activity (ies) in which the CPSE is engaged, exceeds 33% of its total turnover or profit (in any of the last three years).
5. Entity shall mean and include an individual, proprietorship, HUF, an association of person/body of Individuals, a partnership firm, limited liability partnership, company or any other persons.
6. Grave Offence means offences of such nature that it materially affects the reputation, business or operations adversely, or outrages the moral sense of the community or such other offences which may be considered by the Government/CPSE as grave on a case to case basis, after considering the facts and relevant legal principles.
7. Contract means the transaction to be undertaken by the Government as described in bid no [●], issued by the Government.
8. Senior Managerial Personnel include the Managing Director, the Company Secretary, the Chief Executive Officer, the Chief Financial Officer or persons having equivalent positions and all such other employees of the Entity, who are members of its core management team excluding Board of Directors, and

comprising all members of management one level below the executive directors and include the functional heads.

9. Sister Concern in relation to the Advisor, means any Entity in which the Advisor has a significant influence or which has “significant influence” over the Advisor.

10. Significant influence means holding of at least twenty percent or more of total voting rights or the power to participate in and influence the management, financial or operating policy decisions of that Entity, or of business decisions under an agreement or having twenty percent profit sharing in such Entity.

Appendix A, B and C hereto shall constitute and shall be deemed to form an integral part of this document.

Appendix-A

BIDDER DETAILS

Name of the Bidder	
Address: Registered Office: Corporate Office Tel: Email:	
Constitution	Company/Partnership/LLP/Others (If others, please provide the nature of constitution)
SEBI registration no., if any	
Details of registration with other professional statutory bodies	

Appendix-B**DETAILS OF PENDING ENQUIRY/INVESTIGATIONS**

Sr. No.	Name of the Sister Concern(s)/concerned person(s) against whom the enquiry/investigation has been initiated	Relation with the bidder	Name of the investigating agency	Nature of pending enquiry/investigation and law under which the enquiry has been initiated	Brief facts/interim orders /other relevant information in respect of the pending enquiry/investigation

Appendix-C**DETAILS OF PRESENT/POTENTIAL CONFLICTS/FACTS OR INTERESTS THAT MAY BE DEEMED AS POTENTIAL CONFLICT OF INTEREST**

Sr. No.	Name of the Entity, in which interests or Conflicts exist/ may arise	Relation of the Bidder with the Entity	Nature/ reason of conflict/ potential conflict	Duration of the subsistence of conflict, if any	Such other information as may be relevant and material in deciding whether there is a conflict/potential conflict of interest