

RFP – Reference Number: PICTC/IR/DPR & FCI/2017/02



**REQUEST FOR PROPOSAL**  
**FOR**  
**EMPANELMENT OF CONSULTING AGENCIES**  
**FOR**  
**DPR PREPARATION & DPR APPRAISAL AND FCI VALIDATION &**  
**CERTIFICATION**  
**[ISSUED BY PUNJAB INFOTECH ON BEHALF OF**  
**PUNJAB BUREAU OF INVESTMENT PROMOTION**  
**(INVEST PUNJAB)]**



**Punjab Information & Communication Technology Corporation Ltd.**

5<sup>th</sup> & 6<sup>th</sup> Floor, Udyog Bhawan, Sector 17, Chandigarh

Tel - (0172)-5256400-401 Fax - (0172)- 2702423



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**DOCUMENT CONTROL SHEET**

<b>S. No.</b>	<b>Particular</b>	<b>Details</b>
1.	Document Reference Number	PICTC/IR/DPR & FCI /2017/02
2.	Start date of issue of Tender Document	25.04.2017( 9.00 AM onwards)
3.	Last date of purchase of Tender Document	22.05.2017 (till 5.00 PM )
4.	Last date of submission of pre bid queries	11.05.2017 ( till 5.00 PM)
5.	Last date of reply of pre bid queries	17.05.2017
6.	Last date and time for receipt of Proposal	22.05.2017 ( till 8.00 PM )
7.	Date and time of opening of Proposal	23.05.2017 ( 11.00 AM onwards)
8.	Cost of Tender document	Rs. 2,000/-(Rupees Two Thousand Only)
9.	Earnest Money Deposit (EMD)	Panel- 1 - Rs. 50,000/-(Rs Fifty Thousand) Panels- 2(A)/ 2(B)/2(A & B)- Rs 1,00,000/- (Rs One Lac ) Panels- 1 & 2(A)/2(B)/ 2(A & B)- Rs 1,50,000 (Rs One Lac and Fifty Thousand Only )
10.	Processing Fees	Rs 2000+Service Tax(Rupees Two Thousand +Service Tax)
11.	E Tender website	Website : <a href="https://etender.punjabgovt.gov.in">https://etender.punjabgovt.gov.in</a>
12.	Punjab Infotech contact details	Email:contact@punjabinfotech.in,.harleen.chabra@punjabinfotech.in,0172-5256400-401/433 Address: Punjab Infotech,5 <sup>th</sup> and 6 <sup>th</sup> Floor, Udyog Bhawan ,18 Himalaya Marg, Sector 17,Chandigarh-160017

In case a central/State Holiday is declared on any day, the event will be held on the next working day at the same time and same venue.



## Definitions

Unless the context otherwise requires, the following terms whenever used in this RFP and empanelment have the following meanings:

- i. “**Bidder**” means firm / company who submits proposal in response to this Request for Proposal document.
- ii. “**Bids**” means Online Bid submitted by bidders in response to the tender issued by the Corporation.
- iii. “**Chartered Accountant Firms / CA Firms**” means a partnership firm of Chartered Accountants including limited liability partnership registered with the Institute of Chartered Accountants of India (ICAI), selected through competitive tendering in pursuance of this RFP, for providing the professional services under the empanelment.
- iv. “**Committee**” means committee constituted for evaluation of Proposals.
- v. “**Consulting/Empanelled agency**” means the Firm/ Company/Chartered Accountancy firm, selected through competitive tendering in pursuance of this RFP, for providing the consultancy services under the empanelment.
- vi. “**FCI**” means Fixed Capital Investment.
- vii. “**GOP**” means Government of Punjab.
- viii. “**IFP**” means Invitation for Proposals, specified in Section 1 of RFP.
- ix. “**Investor**” means any firm/company who will avail the services of empanelled agencies.
- x. “**Invest Punjab**” means Punjab Bureau of Investment Promotion (INVEST PUNJAB).
- xi. “**ITB**” means Instructions to Bidders, specified in Section 2 of RFP.
- xii. “**Last Three Financial Years**” means Financial Years- 2013-2014, 2014-2015 & 2015-16.
- xiii. “**PBG**” means Performance Bank Guarantee.
- xiv. “**Personnel**” means professional and support staff provided by the Empanelled/ Consulting agency / Chartered Accountancy Firms to perform services to execute an assignment and any part thereof.



- xv. **“Portal”** will mean e-tender website <https://etender.punjabgovt.gov.in>.
- xvi. **“Proposals”** means proposal submitted by bidders in response to the RFP issued by PICTC for selection of Project Consulting Agency.
- xvii. **“PICTC”** means Punjab Information & Communication Technology Corporation Ltd. (Punjab Infotech).
- xviii. **“Services”** refers to DPR preparation & DPR Appraisal and FCI Validation & Certification
- xix. **“Term”** means the term of empanelment which will be initially for a period of 2 years.



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## Section 1: Invitation for Proposal (IFP)

### 1.1 Background

Government of Punjab is committed to enhance the industrial momentum and develop a robust industrial ecosystem which would consequently create more employment opportunities in the State. The State has continuously made investments to provide SMART infrastructure, abundant talent, ease of doing business and a progressive policy regime to attract more investments and strengthen existing industry in the State.

The setting up of 'Invest Punjab', as a one-stop platform for providing regulatory clearances as well as approvals for fiscal incentives as per policy, is seen as a landmark step and has been lauded by industry and the Centre and other State Governments alike. The recently published report by DIPP on "Ease of Doing Business", wherein Punjab was ranked No. 1 in the country for setting up of a business, bears testimony to the efforts of Government of Punjab and especially Invest Punjab, to boost investments in the State.

Invest Punjab has successfully completed two years of operation and is committed to continuously provide an investor friendly experience in the State. In the last two years, Invest Punjab has processed close to 300 investment applications in multiple sectors such as Food Processing, Manufacturing, Logistics and Warehousing, Life sciences, etc. Further, Invest Punjab will now soon become the nodal agency to process applications for projects in Housing and Urban development sector.

One of the key tasks handled under Invest Punjab is processing of Common Application Form (CAF), which is submitted as part of Investor application. Along with CAF, investors are required to submit a Detailed Project Report (DPR), duly appraised by any Financial Institution or any Bank.

Once the investor develops a new unit, it applies to the relevant committee/bureau of the government of Punjab for grant of incentive on its Fixed Capital Investment ('FCI'). The committee evaluates the investments and approves the FCI.

In order to further enhance the one stop experience, Invest Punjab intends



to facilitate investors by empanelling reputed Consulting Agencies/CA Firms for DPR Preparation & DPR Appraisal and FCI Validation & Certification as per provisions of FIIP(R)-2013 and amendments thereto.

An investor shall procure a certificate validating the FCI from the empanelled CA Firms which shall be submitted with the committee for approval of FCI and grant of incentives by the Bureau.

Therefore, proposals are invited from reputed Consulting Agencies / CA Firms for empanelment with Invest Punjab. Punjab Infotech is entrusted with the responsibility of bid management process for empanelment. However, the letter of intent and empanelment letter will be issued by INVEST PUNJAB.

The Consulting Agency/CA Firm has to give the acceptance of the letter of intent within seven days from the date of its issuance by Invest Punjab and thereafter, letter of empanelment will be issued by Invest Punjab. However, for Panel-2, the letter of empanelment will be issued after the successful bidder furnishes an unconditional and irrevocable Performance Bank Guarantee, as mentioned in the section 4.6 of RFP.

The detailed scope of work and the eligibility criteria for the empanelling agencies are mentioned in the subsequent sections of the document.

## 1.2 Invitation

- i. Through this Request for Proposals (RFP), it is intended to invite Proposals for empanelling Consulting Agencies / CA Firms to provide the following services for projects with FCI greater than 10 crores.

### Panel 1

- a. DPR Preparation
- b. DPR Appraisal for units not availing term loan as per FIIP(R)-2013.

### Panel 2 (A)

For FCI Validation and Certification of the projects more than Rs 10 crores upto Rs 100 crores as per provisions of FIIP(R)-2013 and any amendments thereto.

### Panel 2(B)





For FCI validation and certification of the projects more than Rs 100 crores as per provisions of FIIP(R)-2013 and any amendments thereto.

The Consulting Agencies/CA Firms who are empanelled for Panel-2(B) will also get empanelled for Panel-2(A) automatically.

- ii. The bid document and all other bid related information will be published on website: <https://etender.punjabgovt.gov.in>.
- iii. The bid document can be downloaded from the website <https://etender.punjabgovt.gov.in>. This invitation to bid is open to all Bidders meeting the eligibility criteria as mentioned in the section 3.2 of this RFP Document.
- iv. All payments towards Cost of bid Document, Earnest Money Deposit and processing fee shall be deposited online through e-payment gateway of the portal prior to the submission of bids as per details given in the Document Control Sheet (Page 4) of RFP. Bids will be rejected if any of the payments are not reflected on the portal. Therefore, payment must be made by either of the modes described in the Instructions for e-payment. For detailed information regarding modes of payments etc, Please refer to Instructions to Bidders for E-Tendering (Annexure C)
- v. Bidders desirous of using NEFT or OTC mode for making payments must download challans from the portal and not use any other challan form.
- vi. This tender document is not transferable.
- vii. Bidders are advised to study the document carefully. Submission of response shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- viii. The response to this tender document should be full and complete in all respects. Incomplete or partial responses are liable to be rejected. Proposals must be received not later than time/date mentioned in the Document Control Sheet (4<sup>th</sup> Page of RFP). Proposals will not be accepted after due date/time.
- ix. The bidder shall bear all costs associated with the preparation and submission of the response, including cost of demonstration, benchmarking and presentation for the purposes of clarification of the bid, if so desired by PICTC. PICTC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the short listing process.



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- x. Further clarifications, corrigendum and any other information related to this tender will be available at the e-tendering website: <https://etender.punjabgovt.gov.in>. PICTC reserves the right to accept or reject any or all responses without assigning any reason.
  - xi. PICTC may, at its own discretion, extend the date for submission of proposals.
  - xii. In such a case all rights and obligations of PICTC and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
  - xiii. Any empanelment that may result from this RFP will be issued for “The Term.”
  - xiv. INVEST PUNJAB reserves the right to extend “The Term” for a period or periods to be mutually decided by the parties, such extension or extensions will be on the same terms and conditions of this RFP.
  - xv. The empanelled agency can enter into agreement with investor during this term. However the certification must be completed within two months of completion of the term.



## Section 2: Instructions to Bidders (ITB)

### 2.1 General Instructions

- i) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the consultancy support required.
- ii) The purpose of this document is to empanel Consulting Agencies/ Chartered Accountant firms. Investors applying to Invest Punjab will not be forced / mandated to avail the services of any particular Consulting Agency/ Chartered Accountant Firm empanelled for Panel 1. However, Invest Punjab will encourage the investor that they may consider to engage one of the empanelled agencies for the DPR preparation and appraisal. But, for FCI Validation and Certification, it would be mandatory for the investors to get the same done through one of the empanelled (Panel 2) Chartered Accountant Firms. Award of work to the empanelled agency shall be purely at the discretion of the Investor, and GOP or Invest Punjab will not have any binding over the Investor, whatsoever.
- iii) The agreement between investor and empanelled agency will be entirely based on the mutually agreed terms and conditions. Invest Punjab will not have any liability including vicarious liability in any situation.
- iv) Professional fee charged by the empanelled agency in lieu of the services shall be borne completely by the investor, and shall be decided solely based on agreement between the investor and the empanelled agency. Invest Punjab shall not be the party to the same and shall not intervene in the negotiations between the Investor and the empanelled agency or in enforcing any contract or agreement between the investor and the agency.
- v) The empanelled Agency should provide professional, objective, and impartial advice to the investor at all times. The empanelled Agency should keep the investor organization's interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.
- vi) Proposals shall remain valid for a period of 180 (one hundred and eighty) days from the last date of submission of Proposal. PICTC reserves the right to reject a proposal valid for a shorter period as non-responsive. In exceptional circumstances, PICTC may solicit the



bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional.

- vii) During process of evaluation of the Proposals, PICTC may, at its discretion, ask Bidders for clarifications on their proposal. The Bidders are mandated to respond within the prescribed time frame.
- viii) PICTC may for any reason, modify the RFP from time to time. The amendment(s) to the RFP would be clearly spelt out through Corrigendum and the bidders may amend their proposal due to such amendments.
- ix) Bidders are advised to check e-Tendering Portal <https://etender.punjabgovt.gov.in> (regularly for any Addendum/ Corrigendum/ Amendments related to Project.
- x) The amendments to the RFP will be binding on all the bidders. From the date of issue, amendments to the RFP Document shall be deemed to form an integral part of the RFP. Further, in order to provide, prospective bidders, reasonable time to take the amendment into account in preparing their bid, PICTC/ the Committee may, at its discretion extend the deadline for submission of bids.

## **2.2 Information and Instructions for e-Tendering**

- i) For participation in this tender, prospective bidders are required to ensure their registration on the e-tendering portal. The intending bidder will require valid Class-III digital signature certificates for submitting their bids. (Bidders may avail training for online tendering as per instructions available on the website).
- ii) Bidders shall submit their bids online through the portal only. Bids will not be accepted by any other mode.
- iii) Documents must be scanned and uploaded to the e-tendering website within the period of tender submission. Bidders shall be solely responsible to ensure that the bids, complete in all respects are uploaded on the e-tendering website within the bid submission date and time as specified in the control sheet.
- iv) Tender documents shall be opened only for those bidders, whose Earnest Money Deposit, Cost of Tender Document and Tender Processing Fee are found in order.

## **2.3 Right to Accept or Reject Bid(s)**

The Corporation reserves the right to annul the tender process, or to accept or reject any or all the Bids in whole or part at any time without



assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

## 2.4 Fraud and Corruption

It is required that the Bidders submitting Bid and the successful bidders selected through this tender must observe the highest standards of ethics during the process of selection and during the performance and execution of contract.

- a) For this purpose, definition of the terms are set forth as follows:
  - i) **“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Corporation or its personnel in contract executions.
  - ii) **“Fraudulent practice”** means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificially high or non-competitive levels and to deprive the Corporation of the benefits of free and open competition;
  - iii) **“Unfair trade practice”** change in the Scope of Work given in Section 5.
  - iv) **“Coercive practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
- b) The Corporation will declare a bidder ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the selected bidder has engaged in corrupt, fraudulent, unfair trade or coercive practice in competing for, or in executing, the contract.

## 2.5 Earnest Money Deposit (EMD)

- a) Earnest Money Deposit of Rs 50,000/- (Rs Fifty Thousand Only) for Panel 1 and Rs 1,00,000/- (Rs One Lac) for Panels- 2(A)/2(B)/2(A & B) shall be deposited online through e-payment gateway of the portal. If the bidder is applying for all the Panels, EMD of Rs 1,50,000/- shall be deposited.
- b) Refund of EMD: The EMD amount will be refundable to the unsuccessful bidders without any interest accrued on it.
- c) EMD of the successful bidder will be released after the bidder accepts the empanelment letter in writing in case of Panel-1 and furnishes the bank guarantee in time in case of Panel-2.



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- d) In case the RFP Process is annulled for any reason, the EMD shall be refunded after one month of the annulment notification.
  - e) The Earnest Money will be forfeited on account of one or more of the following reasons:
    - i. Bidder withdraws its Proposal during the validity period specified in RFP.
    - ii. Bidder does not respond to requests for clarification of its Proposal.
    - iii. Bidder submits false or miscellaneous misleading information.
    - iv. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
    - v. If the bid is rejected/disqualified for any reasons.
    - vi. In case the successful bidder fails to accept the letter of empanelment in time in case for Panel 1 or furnish Performance Bank Guarantee in time in case of Panel 2(A)/ 2(B).



### Section 3: Selection Process

#### 3.1 Process for empanelment of Consulting Agencies/CA Firms

This tender is to empanel Consulting agencies/CA Firms for DPR Preparation & DPR Appraisal and FCI Validation & Certification to provide their services to prospective investors.

#### 3.2 Eligibility Criteria

S.No	Eligibility Criteria (Panel – 1)
1.	<p>Experience Required for Empanelment for Consulting Agency</p> <p><b>DPR Preparation and DPR Appraisal</b></p> <p>i. DPR Preparation(for projects which have been appraised by a financial institutions/banks)/Appraisal/Evaluation of at least 5 Projects in the last 5 financial years in any of the following fields as per FIIP(R) 2013:</p> <ul style="list-style-type: none"><li>a. Manufacturing</li><li>b. Textiles</li><li>c. Agro and food processing,</li><li>d. IT /ITES &amp; ESDM,</li><li>e. Health Services</li><li>f. Tourism</li></ul>
2	<p><b>Turnover</b></p> <p>The Consulting agency should have minimum annual turnover of Rs. 1(One) crore in previous three (3) financial years exclusively from operations in providing consultancy services.</p>
3	<p><b>Legal Entity</b></p> <ul style="list-style-type: none"><li>i. The Consulting agency should be registered either under Companies Act, 1956 or registered under Limited Liability Partnerships (LLP) Act, 2008 or under Partnership Act, 1932</li><li>ii. The Consulting agency should be Registered with the Service Tax Authorities</li><li>iii. The Consulting agency should have been operating for the last three years as of 31st March, 2016</li></ul>
4	<p><b>Blacklisting</b></p> <p>The Consulting agency shall not be under a declaration of ineligibility for corrupt or fraudulent practices.</p> <p>And should not be blacklisted by any State Govt./ Central Govt./ PSU for any reason.</p>



S.No	Eligibility Criteria (Panel – 2 A)( for projects more than 10 crores upto 100 crores)
1.	Experience Required for Empanelment of CA Firms
	<b>FCI Validation and Certification</b> Undertaken minimum 5 statutory audit assignments for a continuous term of 2 years in the last three financial Years in public/private limited companies having an annual revenue/turnover of INR 25 Crores or more.
2	<b>Legal Entity</b> i. The CA Firms would include Partnership Firm under Partnership Act, 1932 and/or Limited Liability Partnerships under Limited Liability Partnership Act, 2008 of Chartered Accountants registered with the Institute of Chartered Accountants of India. ii. CA Firm should be Registered with the Service Tax Authorities iii. The CA Firms should have been operating for the last five years as of 31st March 2016. In case a Partnership firm of CA Firms has been converted into a Limited Liability Partnership of CA Firms as per procedure provided in law, such CA Firm shall be eligible to carry forward and use its previous work experience, period of existence and credentials for the purpose of this RFP.
3	<b>Blacklisting</b> The CA Firm shall not be under a declaration of ineligibility for corrupt or fraudulent practices. And should not be blacklisted by any State Govt./ Central Govt./ PSU for any reason.

S.No	Eligibility Criteria (Panel – 2 B) (for projects more than 100 crores)
1.	Experience Required for Empanelment of CA Firms
	<b>FCI Validation and Certification</b> Undertaken minimum 10 statutory audit assignments for a continuous term of 2 years in the last three financial Years in listed public limited companies having an annual revenue/turnover of INR 50 Crores or more





2	<b>Legal Entity</b> i. The CA Firms would include Partnership Firm under Partnership Act, 1932 and/or Limited Liability Partnerships under Limited Liability Partnership Act, 2008 of Chartered Accountants registered with the Institute of Chartered Accountants of India. ii. CA Firm should be Registered with the Service Tax Authorities iii. The CA Firms should have been operating for the last five years as of 31st March 2016. In case a Partnership firm of CA Firms has been converted into a Limited Liability Partnership of CA Firms as per procedure provided in law, such CA Firm shall be eligible to carry forward and use its previous work experience, period of existence and credentials for the purpose of this RFP.
3	<b>Blacklisting</b> The CA Firm shall not be under a declaration of ineligibility for corrupt or fraudulent practices. And should not be blacklisted by any State Govt./ Central Govt./ PSU for any reason.

### 3.3 Disqualifications

The Corporation may at its sole discretion and at any time during the evaluation of Bid, disqualify any Bidder, if the Bidder has:

- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- b) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures etc. in any project in the preceding three financial years;
- c) Submitted a Bid that is not accompanied by correct / relevant documents or is non- responsive;
- d) Failed to provide clarifications when sought within applicable/cited stipulated time;
- e) Been declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted (Form 1c).

### 3.4 Online Query Resolution System / Pre Bid Queries


- a) Queries are to be resolved online and, therefore, pre-bid meeting will not be held for this tender. The Corporation, however, reserves its right to



convene a pre-bid meeting if felt necessary at its discretion which will be intimated through a corrigendum.

- b) Prospective bidders or their official representatives will be able to submit queries regarding this tender using “Online Query Resolution(OQR)” System of the portal only after they are registered and have paid the tender document fee online.
- c) Queries may be uploaded under link available with OQRS in the following format:

Sr No.	Reference (Page No. / Para/ Sub Para No. & Heading / Sub Heading)	Existing Clause / text	Clarification / Amendment Sought	Suggestions / Remarks (if any)
1				
.				
N				

- d) The OQRS(icon) can be accessed only after payment of tender document fee till the Closing of Bids as mentioned in the Document Control Sheet. Bidders must follow the steps given below:
- Under the Department, select “Punjab Information & Communication Technology Corporation Limited”.
  - Click on the tender you want to participate and then on  Pre-bid meeting icon.
  - Select Pre-bid meeting option.
  - Fill the information online in the query form and upload the query as per format defined above (hard copies/ letters/ mails will not be entertained).
  - Bidders shall not mention their company’s particulars or their names to maintain confidentiality in support of their queries.
  - The online query resolution (icon) can be accessed immediately after payment of tender document fee till the “Last date for submission of Tenders”, **but queries will be entertained only till the “Last date and time for submission of Queries”** as mentioned in the **Document Control Sheet(Page 4 of RFP)**.



- vii. If due to some technical problem bidders are unable to upload pre-bid queries on the portal they may contact concerned officials at e-Tendering Help Desk (contact nos. mentioned at page 4 of Document Control Sheet) before the last date of receipt of pre-bid queries.
- viii. Queries received by email may be considered at the sole discretion of the Evaluation Committee and only if these have been received before the last date of submission of queries along with proof of purchase of tender document and proof of technical issue being faced by vendor in OQRS. The queries should be as per format mentioned in (c) above.
- ix. Amendments necessitated as a result of the clarifications issued online or felt necessary by the Corporation, shall be notified on the e-Tendering portal. It shall be the responsibility of bidders to fine tune their Bids incorporating the amendments, so communicated. The Corporation shall not be responsible for any oversight or negligence on part of the bidders on the amendments to the tender document notified through the portal.

### **3.5 Preparation of Bids**

The Bidder must comply with the following instructions during preparation of bids:

- a) The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the tender. Failure to furnish the necessary information as required by the tender or submission of a Bid not substantially responsive to all the requirements of the tender shall be at Bidder's own risk and will be liable to rejection.
- b) The Bid and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initiated by the authorized person signing the Bid.
- c) The letter of authorization shall be indicated by written power of attorney (Annexure A) and shall accompany the Bid.
- d) If any document (s) is not submitted by bidder at the time of submission of bid in support of Bidder's Eligibility Criteria then at the discretion of tender committee, bidder might be intimated by e-mail to submit the same within stipulated time period failing which bid will be rejected. In case tender committee does not agree to intimate bidder about missed out documents then bid will be considered as rejected.



- e) Bidder is allowed to modify / substitute the Bid even after its submission but before “Last date for submission of bids” as mentioned in Document Control sheet at Page 4 of RFP.

### 3.6 Submission of Bids

Supporting documents along with bids should be uploaded through e-tendering website. Bidders shall submit their bids through e-Tendering website on or before the last date and time for submission of bids as per Document Control Sheet (page 4 of RFP).

- i) Proposal – Following list of documents shall be submitted as a part of Proposal:
- (a) Earnest Money Deposit.
  - (b) Tender fee
  - (c) **Annexure A:** Special Power of Attorney.
  - (d) **Form1a:** Covering Letter requesting selection as consulting agency for DPR Preparation & DPR Appraisal and FCI Validation & Certification
  - (e) **Form1b:** Eligibility Information
  - (f) All supporting proofs, information and documents as specified in the Eligibility **Form1b** which are relevant to eligibility qualifications.
  - (g) **Form1c:** Declaration Letter on Non Blacklisted Company/Firm/Agency

### 3.7 Evaluation of proposals

- i) The bids will be opened as per the schedule mentioned at Document Control Sheet at Page 4 of RFP.
- ii) PICTC will constitute Evaluation Committee to evaluate the Proposals submitted by Bidders for a detailed scrutiny. Subject to terms mentioned in the tender, the process as explained below will be adopted for evaluation of Proposals submitted by the specified date and time.
- iii) The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- iv) The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.



- v) The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- vi) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- vii) Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive if Proposals;
  - (a) Are not submitted in the format as specified in the RFP document
  - (b) Are received without the Letter of Authorization (Power of Attorney)
  - (c) Are found with suppression of details
  - (d) Are with incomplete or false information and if subjective, conditional or partial offers submitted
  - (e) Are submitted without the documents requested in the checklist
  - (f) Have non-compliance of any of the clauses stipulated in the RFP.

### **3.7.1 Evaluation of Eligibility Information**

- i) Preliminary Scrutiny: Preliminary scrutiny of the Proposals will be done for eligibility to determine whether the Proposals are generally in order and complete whether the documents have been properly signed or whether any computational errors have been made. Proposals not conforming to such preliminary requirements are subject for being rejected.
- ii) Conformance to eligibility criteria: Proposals conforming to preliminary scrutiny requirements will be checked for conformance to the eligibility criteria stated in section 3.2 of RFP. Non-conforming Proposals will be rejected.

### **3.8 Confidentiality**

- i) Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Bidder and/or the Organizations to each other including, but not limited to, the services, plans, financial data and personnel



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- statistics, whether or not marked as confidential or proprietary by the parties.
- ii) Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any Bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of its Proposal.
  - iii) During the execution of the project except with the prior written consent of Invest Punjab / Prospective Investor, the empanelled agency or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the empanelment.



## **Section 4: General Conditions of the Empanelment (GCE)**

### **4.1 Application**

These general conditions shall apply to the extent that provisions in other parts of the empanelment do not supersede them. For interpretation of any clause in the RFP or letter of empanelment, the interpretation of Invest Punjab shall be final and binding except in case any other interpretation is ordered in the case by arbitration tribunal.

### **4.2 Relationship between the Parties**

Nothing mentioned herein shall be constructed as relationship of master and servant or of principal and agent as between Invest Punjab and the empanelled agency. The empanelled agency subject to this empanelment has complete charge of its personnel in performing the services under the Project from time to time. The empanelled agency shall be fully responsible for the services performed by it or any of its personnel on behalf of the empanelled g agency hereunder.

### **4.3 Standards of Performance**

The empanelled agency shall perform the services and carry out its obligations under the empanelment with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The empanelled agency shall always act in respect of any matter relating to this empanelment as faithful advisor to Investor/ Invest Punjab/ Department/ Organizations. The empanelled agency shall always support and safeguard the legitimate interests of Investor/ Invest Punjab/ Department/ Organizations, in any dealings with the Investor. The empanelled agency shall conform to the standards laid down in the RFP in totality.

In case of FCI Validation and Certification

- i) The CA Firm shall follow the independence restrictions as specified by the Institute of Chartered Accountants of India in accepting each certification work under this empanelment.
- ii) The Certificate under this empanelment shall be in conformity to the Guidance Note on Audit Reports and Certificates for Special Purposes



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issued by the Institute of Chartered Accountants of India

#### **4.4 Applicable Law**

- i) Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The letter of empanelment shall be interpreted in accordance with the laws of the Union of India and the State of Punjab.
- ii) The empanelled agency will submit an undertaking specifying that they have obtained or will be in a position to obtain all necessary statutory and obligatory permissions, if any, required to carry out the empanelment.

#### **4.5 Governing Language**

The letter of intent and empanelment shall be written in English Language. All correspondences and other documents pertaining to the empanelment, which are exchanged between the parties, shall be written in the English Language.

#### **4.6 Performance Bank Guarantee (PBG)**

(To be submitted by Consulting Agency / CA Firm empanelled for Panel – 2(A) & 2(B) as defined in clause (i) of Section 1.2)

- i. The Consulting Agency/CA Firm has to give the acceptance of the letter of intent within seven days from the date of its issuance by Invest Punjab and shall furnish an unconditional and irrevocable Performance Bank Guarantee, as per Performa (Annexure B) within 10 days of issuance of letter of intent. The letter of empanelment will be issued by Invest Punjab after the selected bidder furnishes the Performance Bank Guarantee. PBG shall be furnished for an amount of Rs 5 lacs for Panel 2(A) and Rs 10 lacs for Panel 2(B) valid for the Term plus six months as its commitment to perform services under the empanelment.
- ii. The PBG shall be released after expiry of its validity period provided there is no breach of empanelment on the part of the bidder.
- iii. Failure to accept the award of empanelment and submit PBG shall constitute sufficient ground for forfeiture of EMD.





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- iv. Failure to perform services as per conditions of empanelment shall constitute sufficient ground for revoke of PBG. PBG can be revoked in following cases –
- a. Empanelment is terminated based on complaint received for reasons attributable to the Consulting Agency/CA Firm.
  - b. Incorrect valuation of FCI by Consulting Agency/CA Firm
  - c. Withholding of crucial information by Consulting Agency/CA Firm
  - d. Fraudulent information being conveyed by Consulting Agency/CA Firm.
- v. No interest will be paid on the PBG.
- vi. If the empanelment gets extended for any reason, beyond the term of empanelment, fresh PBG shall be furnished by the bidder for the extended period plus six months.

#### **4.7 Termination of Empanelment**

- a) Termination of Empanelment by Invest Punjab: Invest Punjab reserves its right to terminate the empanelment based on the complaint received from investors or stakeholders for reasons attributable to empanelled agency, by prior written notice of one month, the whole or part of the empanelment. The notice of termination shall specify which performance of work under the empanelment is terminated, and the date upon which such termination becomes effective.
- b) Termination of Empanelment by empanelled agency: Without limiting any other rights or remedies the empanelled agency may have against the empanelling agency arising out of or in connection with this empanelment, the empanelled agency may terminate this empanelment by giving at least 30 Days notice to the empanelling agency. However, the PBG of the empanelled agency (Panel 2) shall be returned only after confirmation that all agreements entered into with investors on account of this empanelment have been completed satisfactorily.

On termination of this Empanelment the empanelled agency must:

- (I) Stop work on the Services;



- (II) Return the entire empanelling agency's/investors confidential Information to the empanelling agency.

#### **4.8 Termination for Insolvency, Dissolution etc**

Invest Punjab may at any time terminate the empanelment by giving written notice to the empanelled agency, if the empanelled agency becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the empanelled agency provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to Invest Punjab.

#### **4.9 Termination for Convenience**

Invest Punjab reserves the right to terminate, by prior written notice, the whole or part of the empanelment, at any time for its convenience. The notice of termination shall specify that termination is for Invest Punjab's convenience, the extent to which performance of work under the empanelment is terminated, and the date upon which such termination becomes effective.

#### **4.10 Force Majeure**

- i) The empanelled agency shall not be liable for forfeiture of its PBG or termination of empanelment for default if and to the extent that it's delay in performance or other failure to perform its obligations under the empanelment is the result of an event of Force Majeure.
- ii) For purposes of this clause, "Force Majeure" means an event beyond the control of the empanelled agency and not involving the empanelled agency fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of nature, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- iii) If a Force Majeure situation arises, the empanelled agency shall promptly notify Invest Punjab in writing of such condition and the cause thereof. Unless otherwise directed by Invest Punjab in writing, the empanelled agency shall continue to perform its obligations under the award of empanelment as far as is reasonably practical, and shall seek all



reasonable alternative means for performance not prevented by the Force Majeure event.

#### **4.11 Resolution of Disputes**

Any dispute or difference, whatsoever, arising between the parties to this empanelment arising out of or in relation to this empanelment shall be resolved by the Parties through mutual consultation, in good faith and using their best endeavours. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/ their representatives or officers.

#### **4.12 Amicable Settlement**

Performance of the empanelled agency is governed by the terms and conditions of the empanelment, however at times dispute may arise about any interpretation of any term or condition of empanelment including the scope of work. In such a situation, either party of the empanelment may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the clause 4.13( arbitration) shall become applicable.

#### **4.13 Arbitration**

In case dispute arises between Invest Punjab and the empanelled agency which has not been settled amicably, the empanelled agency can request Invest Punjab to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the Principal Secretary, Investment Promotion. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceeding will be held at Chandigarh, Punjab. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne by the empanelled agencies. However, the expenses incurred by each party in connection with the preparation,



presentation shall be borne by the party itself.

#### **4.14 Legal Jurisdiction**

All legal disputes between the parties shall be subject to the exclusive jurisdiction of the Courts situated in Chandigarh.

#### **4.15 Confidentiality and Privacy**

- (I) A party must not, without the prior written consent of the other party, disclose any Confidential Information of the other party to a third party.
- (II) In giving written consent to the disclosure of Confidential Information, a party may impose such conditions as it thinks fit, and the other party agrees to comply with these conditions.
- (III) The obligations on the parties will not be taken to have been breached to the extent that Confidential Information:
  - (a) is disclosed by a party to its Advisers or employees solely in order to comply with obligations, or to exercise rights, under this empanelment;
  - (b) is disclosed to a party's internal management personnel, solely to enable effective management or auditing of Empanelment related activities;
  - (c) is disclosed by the Client, in response to a request by a House or a Committee of the Parliament/Assembly;
  - (d) is shared by the Client within the Client's organisation, or with another Agency, where this serves the country's legitimate interests;
  - (e) is authorised or required by law, including under this empanelment, under a licence or otherwise, to be disclosed;
- (IV) When a party discloses Confidential Information to another person:
  - (a) Pursuant to clauses a, b or e, the disclosing party must notify the receiving person that the information is Confidential Information; and not provide the information unless the receiving person agrees to keep the information confidential; or
  - (b) Pursuant to clauses c and d, the disclosing party must notify the receiving party that the information is Confidential Information.



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- (V) The empanelled agency who is awarded the letter of empanelment for services shall not use the name of Invest Punjab without their prior written permission to promote itself in any manner whatsoever or use the name of Invest Punjab for any credit arrangement.

#### **4.16 Penalties**

Invest Punjab, may at their discretion, for any reason pertaining to breach of empanelment by empanelled agency impose either or all of the penalties on the empanelled agency:-

- i) Terminate empanelment.
- ii) Revoke PBG in case of Panel – 2(A)/ 2( B).
- iii) Blacklist Consulting Agency / CA Firm.



## Section 5: Scope of Work (SOW)

### 5.1 Introduction

This section provides details on broad features and services to be provided by the selected Consultant Agencies /CA Firms for DPR Preparation & DPR Appraisal and FCI Validation & Certification

1. There will be three separate panels as mentioned below -
  - a) Panel-1: DPR Preparation and DPR Appraisal.
  - b) Panel 2 A: FCI Validation & Certification for projects for more than Rs 10 crores upto Rs 100 crores
  - c) Panel 2B: FCI Validation & Certification for projects for more than Rs 100 crores.

Single Consulting Agency may apply for empanelment for all the panels. The bidder who gets successfully empanelled for Panel-2(B) will be empanelled for Panel-2 (A) also.

However, for a single project, one empanelled agency can provide only a single service (either DPR Preparation or DPR Appraisal or FCI Validation & Certification).

2. The Consulting Agency should have an understanding of Punjab's industrial scenario and industrial policy and it is required to have an in depth Knowledge of Punjab's Fiscal incentives for Industrial Promotion Policy to guide the prospective investor through the approval process during the pre-commissioning period.
3. The scope of work for the empanelled agencies for Panel - 1 will be as follows (but not limited to):

- (I) DPR must include:

Promoter's profile, Project brief, Market Scenario, Product profile, Market strategy, etc. Description of manufacturing process, raw materials, etc. Project Implementation plan with timelines, work plan, production cost, financial implications, source of funds, finance, budget, marketing strategies and manpower personnel etc.



(II) DPR Appraisal/Assessment :

- a) Due diligence on major project components:
  - i. Overall Business plan
  - ii. Structuring of project
  - iii. Implementation plan – timelines, dependencies, stakeholders
  - iv. Project cost estimates
  - v. Project financing plan
- b) Assessment of the proposed Fixed Capital Investment (FCI)
- c) Project financial viability analysis and cost structuring evaluation.
- d) Project Risk evaluation
  - i. Identification of all significant types and sources of risks associated with the project
  - ii. Financial Risk Assessment
  - iii. Risk Mitigation Assessment
- e) Optimum land requirement certificate-To determine the optimum quantum of land required to set up such project for the purpose of evaluating case for stamp duty exemption as per FIIP(R)-2013.

4. The scope of work for the empanelled CA Firms for Panels - 2 (A) & 2(B) will be as follows (but not limited to):

Validation and Certification of Fixed Capital Investment as defined under Fiscal Incentives for Industrial Promotion-(R)-2013 and any subsequent notifications/guidelines issued by Punjab Bureau of Investment Promotion (PBIP)/ Government of Punjab. The Performa of the Certification to be furnished by Chartered Accountant Firm is given at Annexure D.

**Section 6: Proposal Formats**

Following formats shall be strictly adhered to by the Consulting agency /CA Firm:

<b>S.No.</b>	<b>Form</b>	<b>Description</b>
1.	Form-1a	Covering Letter requesting selection as Consulting Agency / CA firm for DPR Preparation & DPR Appraisal and FCI Validation & Certification.
2.	Form-1b	Eligibility Information
3.	Form-1c	Declaration Letter on Non Blacklisted Company/Firm/Agency





**Form-1a: Covering Letter requesting selection as Consulting Agency / CA Firm for DPR Preparation & DPR Appraisal and FCI Validation & Certification.**

(To be filled, signed, scanned and uploaded)

[Bidders are required to submit the covering letter as given here on their letterhead]

**BID SHEET**

Tenderer's Bid Reference No. & Date:

Tenderer's Name & Address:

Person to be contacted:

Designation:

Telephone No.:

Email Id. :

Fax No.:

To

Managing Director

PICTC LTD, 5<sup>th</sup> & 6<sup>th</sup> Floor,

Udyog Bhawan,

18, Himalaya Marg, Sector 17,

Chandigarh - 160017

Sub: Proposal for Selection as Consulting Agency / CA Firm

Dear Sir,

1. We, the undersigned, having carefully examined the referred RFP, offer to Propose for the selection as Consulting Agency/ CA Firm, in full conformity with the said RFP.
2. We have read all the provisions of RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, assumptions, if any, given in our proposal shall not be given effect to.
3. We agree to abide by this Proposal, consisting of this letter, our eligibility information, the duly notarized written power of attorney, and all attachments, for a period of 180 days from the date fixed from the last date of submission of Proposals as stipulated in the RFP and modifications resulting from empanelment negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.



4. Until the formal empanelment is done by INVEST PUNJAB, this proposal, together with your written acceptance of the proposal and your notification for empanelment shall be binding between us.
5. We declare that we do not have any interest in downstream business, which may ensue from the RFP prepared through this assignment.
6. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.
7. We understand you are not bound to accept any proposal you receive, not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.
8. We have paid the required earnest money through e-payment gateway. It is liable to be forfeited in accordance with the provisions of Tender document.
9. We hereby declare that in case the letter of intent for Panels- 2(A)/2(B) is awarded to us, we shall submit the Performance Bank Guarantee (PBG) as per terms of the Tender Document.
10. We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the Bid is true and correct to the best of our knowledge & belief. Bid submitted on line by us is complete in all respect as per tender.

**Signature**.....  
**In the capacity of**.....  
**Duly authorized to sign Proposal for**  
**And on behalf of**.....  
**Date**.....

**Place**.....



**Form-1b: Eligibility Information**  
(To be filled, signed, scanned and uploaded)

[Bidders are required to provide details as per following format. Bidder must fill the corresponding particulars under “Description/ Details” column. The information will be used to check conformance of bidders to the eligibility criteria. Bidder must submit requisite supporting proof as mentioned under the “Reference Documents” column and the reference page number of the supporting proof document must be entered in the “Page No.” column. In case bidders desire to add more citations about previous/existing project experiences, these may be appended at last in the format. However, number of such citations should be restricted to a maximum of 5 citations each for service of any Panel as only the first 5 citations may be considered for the pre-qualification evaluation.

Please Note:- In case all the panels are being applied for, please fill the details for all the Panels 1 & 2(A) & 2(B) given below.

<b>Panel – 1 (DPR Preparation and DPR Appraisal)</b>				
<b>S No</b>	<b>Particulars</b>	<b>Description/ Details</b>	<b>Reference Documents</b>	<b>Page No.</b>
<b>A</b>	<b>Name of Bidder</b>			
<b>B</b>	<b>Contact Details</b>			
	Address			
	Telephone			
	Fax			
	E- Mail			
	Website			
<b>C</b>	<b>Incorporation Details/Partnership Firms</b>		Certified copy of Incorporation under Indian Companies Act, 1956 or The Partnership Act, 1932 or Limited Liability	
	Incorporation Number			



	Date of Incorporation		Partnership Act, 2008	
	Authority		Copy of Partnership Deed in case of Partnership Firms	
<b>D</b>	<b>Service Tax Regn. Details</b>		Certified copy of valid Service Tax Registration in India	
	Service Tax No.			
	Date			
	Regn. Authority			
<b>E</b>	<b>Turnover from Consultancy Services</b>		Certificate from auditor certifying minimum annual turnover of Rs. One Crore in previous 3 financial years exclusively from operations in providing consultancy services	
	2013-2014			
	2014-2015			
	2015-2016			
<b>F</b>	<b>Name of Authorized Signatory</b>		<b>Annexure A:</b> Special Power of Attorney, duly authorizing the person signing the proposal documents to sign on behalf of the bidder and thereby binding the bidder	
	Position			
	Telephone			
	Fax			
	Mobile			
	E Mail			
<b>G</b>	<b>Project Experience (DPR Preparation &amp; DPR Appraisal )</b>		5 work orders for DPR Preparation/Appraisal/Evaluation as defined in clause 3.2 under eligibility criteria under Panel-1	



	<b>Project No 1..5</b>			
	Name of the Client			
	Address			
	Contact person name & mobile/ telephone			
	Project name and brief scope of work			
	Start Date			
	End Date			
	Order Value			
	Name & Address of Financial Institution/Banks		Name & Address of Financial Institution/Banks is to be given for the projects which have been approved for term loan and/or sanctioned the credit limit	

<b>Panel – 2A (FCI Validation and Certification)( for project more than 10 crores upto 100 crores)</b>				
<b>S No</b>	<b>Particulars</b>	<b>Description/ Details</b>	<b>Reference Documents</b>	<b>Page No.</b>
<b>A</b>	<b>Name of Bidder</b>			
<b>B</b>	<b>Contact Details</b>			
	Address			
	Telephone			
	Fax			
	E- Mail			
	Website			
<b>C</b>	<b>Incorporation Details/Partnership Firms</b>		Certified copy of Incorporation under Indian Companies	



	Incorporation Number		Act, 1956 or The Partnership Act, 1932 or Limited Liability Partnership Act, 2008	
	Date of Incorporation			
	Authority			Copy of Partnership Deed in case of Partnership Firms
<b>D</b>	<b>Service Tax Regn. Details</b>		Certified copy of valid Service Tax Registration in India	
	Service Tax No.			
	Date			
	Regn. Authority			
<b>E</b>	ICAI Registration No.		Certified copy of Registration	
<b>F</b>	<b>Name of Authorized Signatory</b>		<b>Annexure A:</b> Special Power of Attorney, duly authorizing the person signing the proposal documents to sign on behalf of the bidder and thereby binding the bidder	
	Position			
	Telephone			
	Fax			
	Mobile			
	E Mail			
<b>G</b>	<b>Audit Experience (FCI Validation and Certification)</b>		Undertaken minimum 5 statutory audit assignments for a continuous term of 2 years in the last three financial years as defined in clause 3.2 eligibility criteria for Panel 2( A)	
	<b>Project No.1..5</b>			
	Name of the Client			
	Address			
	Contact person name & mobile/ telephone			



	Nature of Client (Proprietary / Partnership / Company)		Experience / Completion Certificates of Statutory Audit	
	Project name and brief scope of work		Audited Financial Statements showing turnover (P& L A/C, Balance Sheet and Income Tax Return) of Client	
	Start Date			
	End Date			
	Turn Over			

<b>Panel – 2 B (FCI Validation and Certification)( for projects more than 100 crores )</b>				
<b>S No</b>	<b>Particulars</b>	<b>Description/ Details</b>	<b>Reference Documents</b>	<b>Page No.</b>
<b>A</b>	<b>Name of Bidder</b>			
<b>B</b>	<b>Contact Details</b>			
	Address			
	Telephone			
	Fax			
	E- Mail			
	Website			
<b>C</b>	<b>Incorporation Details/Partnership Firms</b>		Certified copy of Incorporation under Indian Companies Act, 1956 or The Partnership Act, 1932 or Limited Liability Partnership Act, 2008	
	Incorporation Number			
	Date of Incorporation			
	Authority			Copy of Partnership Deed in case of Partnership Firms
<b>D</b>	<b>Service Tax Regn. Details</b>		Certified copy of valid Service Tax	



	Service Tax No.		Registration in India	
	Date			
	Regn. Authority			
<b>E</b>	ICAI Registration No.		Certified copy of Registration	
<b>F</b>	<b>Name of Authorized Signatory</b>		<b>Annexure A:</b> Special Power of Attorney, duly authorizing the person signing the proposal documents to sign on behalf of the bidder and thereby binding the bidder	
	Position			
	Telephone			
	Fax			
	Mobile			
	E Mail			
<b>G</b>	<b>Audit Experience (FCI Validation and Certification)</b>		Undertaken minimum 10 statutory audit assignments for a continuous term of 2 years in the last three financial years as defined in clause 3.2 eligibility criteria for Panel 2( B)  Experience / Completion of Statutory Audit  Audited Financial Statements showing turnover (P& L A/C, Balance Sheet and Income Tax Return) of Client	
	<b>Project No.1..10</b>			
	Name of the Client			
	Address			
	Contact person name & mobile/ telephone			
	Nature of Client (Proprietary / Partnership / Company)			
	Project name and brief scope of work			
	Start Date			
	End Date			
	Turn Over			





**Signature.....**  
**In the capacity**  
**of.....**  
**Duly authorised to sign**  
**Proposal for and on**  
**behalf**  
**of.....**  
**Date.....**  
**Place.....**



**Form-1c: Declaration Letter on Non Blacklisted Company/Firm/Agency**

(To be filled, signed, scanned and uploaded)

[Bidders are required to submit the Declaration letter as given here on their letterhead]

To

Managing Director  
PICTC LTD, 5<sup>th</sup> & 6<sup>th</sup> Floor,  
Udyog Bhawan,  
18, Himalaya Marg, Sector 17,  
Chandigarh - 160017

**Sub: Declaration for not being under ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government or Public Sector Units in India.**

Dear Sir,

We, the undersigned, hereby declare that:

We are not under a declaration of ineligibility / banned/ blacklisted by any State or Central Government / any other Government institutions in India for any reason as on date of submission of the Bid or convicted of economic offence in India for any reason as on date of submission of the Bid

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

Witness:

Signature -----

Name -----

Bidder:

Signature -----

Name -----

**Annexure A: Special Power Of Attorney**

(To be filled, signed, scanned and uploaded)

(Note: A standard document by bidder duly authorizing the person(s) signing the proposal documents to sign on behalf of the bidder and thereby binding the bidder )

Know all me by these presents that we <<name of company>> incorporated in India under the Companies Act, 1956, Partnership Act 1932 & Limited Liability (LLP) Act 2008 and having its registered office at <<registered office address>> (India) (Hereinafter called the "Company") DOTH hereby nominate, constitute and appoint <<name of person in whose favour authority is being made under the attorney >>, <<Designation of the person>>, s/d/o <<father's name of the person>>, to be true and lawful attorney in fact and at law of the Company for and in the name and on behalf of the Company, to do, execute and perform all or any of the following acts, deeds, matters and things namely:-

- (I) To appear for and represent the Company / Firm to all intents and purposes in connection with the matters pertaining to signing and submission of tender (RFP No.\_ PICTC/IR/DPR & FCI /2017/02) to Empanel Agencies for DPR Preparation & DPR Appraisal and FCI Validation & Certification
- (II) AND the Company hereby agree that all acts, deeds and things lawfully done by the said attorney shall be construed as acts, deeds and things done by the Company itself on the above matter and the Company hereby undertakes to ratify and confirm all and whatever its attorney shall lawfully do or cause to be done for and on behalf of the Company by virtue of the powers hereby given.

In witness whereof <<name of person authorized to execute the attorney on behalf of Company>>, <<Designation of the person>> of the Company acting for and on behalf of the Company under the authority conferred by the <<reference of body/ notification/ authority orders like Board of Directors of the Company>> in its << reference/ number/ meeting held on>> dated <<date of reference>> has signed this Power of Attorney at <<place>> on this day of <<day>> <<month>>, <<year>>.

The signatures of <<name of person in whose favour authority is being made under the attorney >> given below are hereby certified.

<<signature, name & designation of person executing attorney and name of company>>

WITNESS:



<<signature, name & designation of person witness to this attorney>>

<<signature & name of the person in whose favour authority is being made under the attorney>>

CERTIFIED:

<<signature, name & designation of person executing attorney and name of company>>



## **Annexure B: Performance Bank Guarantee Format**

(To be submitted within 10 days of the issuance of letter of intent by Invest Punjab)

Punjab Bureau of Investment Promotion (Invest Punjab),  
Udyog Bhawan, 18 Himalaya Marg, Sector 17,  
Chandigarh - 160017

Tel-

Fax –

Website: [www.investpunjab.gov.in](http://www.investpunjab.gov.in)

- (I) This deed of Bank Guarantee made this <<day>> day of <<month>> <<year>> by <<Name of Bank>> having its office at <<office address of the Bank>>, hereinafter referred to as “The Bank” which expression shall include their successors, in favour of Invest Punjab situated at Punjab Bureau of Investment Promotion, Udyog Bhawan, 18 Himalaya Marg, Sector 17, Chandigarh – 160017 (hereinafter referred to as “The Department” which expression shall include their successors).
- (II) Whereas Invest Punjab has issued notification no. <<Notification no.>> dated <<date of notification>> to M/s <<Name of the Company>> a company incorporated in India under the Companies Act, 1956, Partnership Act 1932 & Limited Liability Partnerships (LLP) Act 2008 and having its registered office at <<registered office address>> (India) and place of business at <<business address of company>> hereinafter referred to as “The Company” (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) for Selection as Consulting Agencies/CA Firms for FCI validation & certification.
- (III) In consideration of Invest Punjab selecting the Company as Consulting Agency/CA Firm for FCI validation & certification and conditions of the empanelment between Invest Punjab and the Company, we the Bank, hereby irrevocably and unconditionally guarantee to pay Invest Punjab on first demand without demur any sum up to Rs..... (Rupees. in Words Only ) merely on claim or demand by telex and/ or writing by Invest Punjab by reason of breach by the Company of any of the terms or conditions contained in the said letter of empanelment or by reason of



the Company's failure to perform the said empanelment. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

- (IV) We, the Bank, undertake to pay to Invest Punjab any money so demanded notwithstanding any dispute(s) raised by the Company in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Company shall have no claim against us for making such payment.
- (V) The Bank's liability herein contained in this guarantee shall not be impaired or discharged by any extension of time or any forbearance of neglect on the part of Invest Punjab or any variations or alterations made, considered or agreed to with or without knowledge or consent of the Bank by or between the Department and the Company.
- (VI) The guarantee shall remain in all force and effect during the period that would be taken for the performance of the said empanelment and that it shall continue to be enforceable till all the dues of the Invest Punjab under or by virtue of the said empanelment have been fully paid and its claim satisfied or discharged or up to 30 (thirty) months from the date of its execution i.e. up to <<day>> day of <<month>> <<year>>. or the Invest Punjab certifies that the terms and conditions of the said empanelment have been fully and properly carried out by the Company and accordingly discharges this guarantee
- (VII) We, the Bank, further agree with the Invest Punjab that Invest Punjab shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said empanelment or to extend time of performance by the said Company from time to time or to postpone for any time or from time to time any of the powers exercisable by the Invest Punjab against the Company and to forbear or enforce any terms and conditions relating to the said empanelment and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the Company or for any forbearance, act or omission on the part of the Invest Punjab or any indulgence by Invest Punjab to the said Company or by any such matter or thing whatsoever which under the law relating to sureties would



but for this provision have effect of so relieving us.

(VIII) The Bank Guarantee shall not be discharged due to any change in the constitution of the Bank or the Company.

(IX) NOTWITHSTANDING anything contained herein,

(a) Our liability under this Bank Guarantee is restricted to Rupees... (Rupees in Words Only),

(b) This Bank Guarantee shall be valid up to dd.mm.yyyy inclusive of the claim period

(c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Invest Punjab serves upon us a written claim or demand on or before dd.mm.yyyy.

(X) We, the Bank, undertake not to revoke this Bank Guarantee during its currency except with the previous written consent of Invest Punjab in writing and the guarantee shall be continuous and irrevocable up to the sum stated hereinabove.



Place

Date

(Signature of Authorized signatory)





**Annexure C: Instructions to Bidders for E-Tendering**




Sr. No.	Title	Description																														
1	Punjab e-Tendering Website	<a href="https://etender.punjabgovt.gov.in">https://etender.punjabgovt.gov.in</a>																														
2	View and print Tender Documents Free of cost	To Download/ View the tender notifications and corrigendum follow the steps given below: a. Click on “TENDER SEARCH” after opening the e-Procurement website. b. Provide all or any one of the options like “Tender Number”, “Region”, “Estimated Cost”, “Request Dates (from and to)”, “Tender Submission date” or “any key words from Tender Description” c. Click “Submit” to view the results. A list of tenders will appear on the screen d. Click on  to view. e. Click  to print.																														
3	Digital Signatures	The user must be in possession of a valid Digital Signature Certificates (DSC) which may be procured from any of the authorized Certifying Authority (CA), such as; e-mudra, N-code, Sify etc. In case of any problem in compatibility of DSCs, e-Procurement helpdesk may be contacted.																														
4	e-Payment Options and procedure	<p>Following options are available for making e-Payment:</p> <table border="1"> <thead> <tr> <th>Mode of payment →</th> <th>IPG</th> <th>Net Banking</th> <th>OTC</th> <th>NEFT</th> </tr> </thead> <tbody> <tr> <th>Purpose &amp; Amount ↓</th> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Registration Fee Rs 2000.00 + service tax</td> <td>Yes</td> <td>Yes</td> <td>No</td> <td>No</td> </tr> <tr> <td>Tender Fee (differs for each tenders)</td> <td>Yes</td> <td>Yes</td> <td>Yes</td> <td>Yes</td> </tr> <tr> <td>Processing Fee (0.1 % of tender estimated value + service tax – Varies between Rs. 570.00 to Rs. 5700.00) Rs. 2000.00 + service tax for tenders where estimated value is not known</td> <td>Yes</td> <td>Yes</td> <td>No</td> <td>No</td> </tr> <tr> <td>EMD (differs for each tenders)</td> <td>Yes</td> <td>Yes</td> <td>Yes</td> <td>Yes</td> </tr> </tbody> </table> <p>Procedure for e-Payment through OTC /NEFT:            a) Take a print of challan from the e-payment gateway.            b) Pay the amount in your bank and collect the receipted copy duly stamped by the bank and note UTR Number.            c) Upload the scanned copy of challan and payment details including UTR Number in the e-tendering web site.</p>	Mode of payment →	IPG	Net Banking	OTC	NEFT	Purpose & Amount ↓					Registration Fee Rs 2000.00 + service tax	Yes	Yes	No	No	Tender Fee (differs for each tenders)	Yes	Yes	Yes	Yes	Processing Fee (0.1 % of tender estimated value + service tax – Varies between Rs. 570.00 to Rs. 5700.00) Rs. 2000.00 + service tax for tenders where estimated value is not known	Yes	Yes	No	No	EMD (differs for each tenders)	Yes	Yes	Yes	Yes
Mode of payment →	IPG	Net Banking	OTC	NEFT																												
Purpose & Amount ↓																																
Registration Fee Rs 2000.00 + service tax	Yes	Yes	No	No																												
Tender Fee (differs for each tenders)	Yes	Yes	Yes	Yes																												
Processing Fee (0.1 % of tender estimated value + service tax – Varies between Rs. 570.00 to Rs. 5700.00) Rs. 2000.00 + service tax for tenders where estimated value is not known	Yes	Yes	No	No																												
EMD (differs for each tenders)	Yes	Yes	Yes	Yes																												





		d) Bidder must ensure that they should initiate the NEFT transactions well before (preferably 24 hours) for reconciliation of payments on portal.
5	Registration	<p>Steps to be followed for registration of bidders:</p> <ol style="list-style-type: none"><li>Click on “Register” and fill the online registration form.</li><li>Pay the registration fee of Rs. 2000/- + service tax through e-Payment Gateway (IPG and Net Banking).</li><li>Note the User ID and Password allotted by the system.</li><li>Upload following documents in scanned format:-<ol style="list-style-type: none"><li>Request on Company Letter Head</li><li>PAN Card</li><li>Enlistment certificate, if any.</li><li>Registration Acknowledgement</li></ol></li></ol> <p>After this the bidder will have to contact Punjab e-Procurement Helpdesk for the activation of his User ID.</p> <p>Note: - The registration process needs to be done at least 72 hrs. before the submission of tender bid for easy facilitation of bid processing</p>
6	Login & Participation in the Tendering process	<p>Log in with your User Id and Password (which was allotted by the system after registration). For participating in the tendering process follow the instructions given below:</p> <ol style="list-style-type: none"><li>Insert the PKI (which consists of your DSC) in your PC USB port (make sure that necessary driver software of PKI is installed in your system).</li><li>To open the Microsoft Internet Explorer (from the Desktop of your computer) click on the Internet Explorer icon, or</li><li>Go to Start &gt; Programs &gt; Internet Explorer.</li><li>Type <a href="http://etender.punjabgovt.gov.in">etender.punjabgovt.gov.in</a> in the address bar, to access the Login Screen.</li><li>Enter e-Procurement User Id and Password, click on “Go”.</li><li>Click on “Click here to login” for selecting the DSC.</li><li>Select the Certificate and enter DSC Password.</li><li>Re-enter the e-Procurement User Id &amp; Password.</li><li>Select the Department (in this case Punjab Information &amp; Communications Technology Corporation Ltd.) from the drop box in whose tender you intend to participate.</li></ol>
7	Online Request for Tender Documents	<p>Steps to be followed for online request for tender:</p> <ol style="list-style-type: none"><li>Click on “UnApplied” to view / apply for new tenders.</li><li>Click on  for online request.</li><li>Pay the Tender Fee and Processing Fee online.</li><li>Click  to view the tender documents which are available in the user profile (Tender document screen appears).</li><li>Click on “Click here to download” to download the</li></ol>



		documents on your desktop
8	Other Department tenders	To apply for other Department tenders, Click on “Select Department” to switch over to other Department Tenders and repeat procedure given at ser 7 above.
9	Pay EMD and update details in the web site	Steps to be followed for uploading supporting documents:  a) From the  screen click on “Click here to enter EMD Details” (which is displayed in “Red color”) to feed the EMD details and upload the scanned copy of challan with UTR Number in case payment is made through OTC or NEFT. b) When the user finishes with the payment of EMD, the “Red color” will automatically turn to “Black color”. c) Click “Click here to Download Empty Document” and download the editable Technical/ Price bid documents and save the same without changing the “File Name” on your Desktop. d) The user may log off and fill up the editable documents off line
10	Upload files – Technical Sheet/ Price bid Sheets and attach documents to the tender	a) From the  screen click on “Click here to Upload the Filled File” (which is displayed in “Red color”) b) Select the filled file/ files which were saved in the same name. c) Click on “OK” to upload the filled Technical and Price bid documents to the tender. (Note that when the user uploads the filled Technical and Price Sheet, the “Red color” will automatically turn to “Black color” which reflects that user is ready for the final submission). d) Click “Click here to Attach the General Documents” to upload all the documents which are already saved in the vendor profile. e) Attach the required documents to the concerned tender from general document section to the tender document screen. f) Fill the price bid in the HTML format specified on portal.
11	To Submit the Tender	a) Bids once submitted may be revised prior to tender closing date and time. b) Note down / take a print of “bid control number” once it is displayed on the screen.
12	To view the tender opening process	Tender opening event can be viewed online as per procedure given below: a) Log in with your User Id and Password (which was allotted by the system after registration) b) Select Department from “Select the Department” drop down box c) Click on “OPENED”. Click on the  icon to view bid



		documents of all bidders participating in the tendering process.
13	e-Procurement Help Desk details	<p>a. Office Address: Punjab Infotech, (e-Procurement Helpdesk), S.C.O - 101, 2nd Floor, Sector – 47 C, Chandigarh.</p> <p>b. Visiting Hours: 8 AM to 8 PM (Monday to Sunday except Public Holidays)</p> <p>c. Contact Details:</p> <ul style="list-style-type: none"><li>a. Tel : 0172-3934667</li><li>b. Fax : 0172-3934665 (Fax)</li><li>c. Mobile : 09257209340, 08054628821</li></ul> <p>d. E-mail : <a href="mailto:etender.helpdesk@punjabinfotech.in">etender.helpdesk@punjabinfotech.in</a></p>

**Annexure D: Pro-forma of Certificate to be furnished by Chartered Accountant Firm****<<On the letter head of Chartered Accountant Firm>>**

To

IDC/PBIP

As required by you, we have examined the attached Annexure(stamped and signed for identification by both the undersigned and the investor) which contains the details of Fixed Capital investments ('FCI') claimed to have been made by M/s\_\_\_\_\_ (the investor) during the period from \_\_\_\_\_to\_\_\_\_\_ by the investor in relation to its application submitted with PBIP for availing incentives based on FCI made by it in accordance with the Government of Punjab policy on Fiscal Incentives for Industrial Promotion (R)-2013 as revised in September, 2015 and amendments thereof made by other stake holder deptts.

The preparation of the attached Annexure is the responsibility of the management of the Investor Company/Firm. Our responsibility is to issue a certificate towards the actual FCI made by the Investor on the basis of examination carried out by us.

We have examined the original documents pertaining to this investment and it is certified as under:

1. Certified that we have verified all the purchase bills/invoices regarding purchase of the fixed assets i.e. Land, Building, Plant & Machinery in respect of M/s \_\_\_\_\_and the same have been found correct and authentic in all respects.
2. Certified that the Plant & Machinery purchased by the said investor is New and previously not used in India in the case of indigenous machinery OR it is second hand imported machinery not used in India previously. All the bills and amount are genuine and the same has been verified by us. (No part of the Plant & Machinery has been found old). The same has also been got verified & valued by us as well as Chartered Engineer (copy of C.E.'s valuation report is attached in original with this certificate) as Annexure\_\_\_\_\_. It is certified that the machinery under reference is actually installed at the premises \_\_\_\_\_and the unit has started commercial production w.e.f.\_\_\_\_\_.



3. Certified that the Building constructed is new and all the bills and amount have been verified by us and are found to be genuine. No part of the Building has been found to be old. Valuation of building as done by the Chartered Engineer/Architect and verified by us is attached herewith as Annexure \_\_\_\_\_. The building is as per the plan approved.
4. (i) It is further verified that company has taken loan/term loan for the new project of Rs.\_\_\_\_\_ crore from \_\_\_\_\_Bank for setting up of the said unit and the same has been verified. Sum of Rs.\_\_\_\_\_is in a/c of interest on this term loan for the period \_\_\_\_\_to \_\_\_\_\_ and the same has not been claimed in FCI.
- (ii) It is also verified that no other payment of similar values are made part of FCI.
5. It is verified that the following amounts claimed in FCI as part of value of Building, Plant and Machinery are not as per policy.

Sr.No.	Description of Asset	Item	Amount

6. Based on the above facts it is certified that the said unit is a new unit/ expansion of the older unit and the FCI certified as per the provisions of FIIP(R) 2013 and as amended thereafter is as follows:

(i) Details of Land/Land Development

Sr.No.	Description	Amount as per project Report	Amount of Investor claimed	Actual investment determined by CA.



## (ii) Details of Building

Sr.No.	Description	Amount as per project Report	Amount of Investor claimed	Actual investment determined by CA.

## (iii) Details of Machinery (indigenous new machinery and /or second hand imported machinery.

Sr.No.	Description	Amount as per project Report	Amount of Investor claimed	Actual investment determined by CA.

Total Verified FCI as per FIIP(R) 2013/2015=Rs. \_\_\_\_\_Crore.

It is also certified that

1. The values taken in this report are from \_\_\_\_\_to \_\_\_\_\_i.e. from the date of start of investment 01.04.2013 to the date of I production to date of II production, if any.
2. The investor has availed the following other incentives/subsidy/scheme etc. under any other scheme/policy of the State Govt. or Central Govt., which is required to be deducted from the value of total incentives, as mandated under clause 1.3.9 of the FIIP(R)-2013. This includes any excise duty/custom refund etc. from the Govt.

i. \_\_\_\_\_

ii. \_\_\_\_\_

iii. \_\_\_\_\_

(The amount of such incentives/subsidy due to the investor for the period under consideration but not yet availed also to be mentioned)

Copy to: Investor

(Signatures with stamp and membership no.)



We hereby undertake that We \_\_\_\_\_, have neither audited accounts for the period \_\_\_\_\_ to \_\_\_\_\_ nor filed DPR with PBIP/Bank in the case of M/s \_\_\_\_\_. We also undertake that the information submitted above is authentic and correct and we shall be liable for any lapse even if detected at later stage.

(Signatures with stamp and membership no.)

Note: The format of Certification may be changed subsequently depending upon the requirements in future.



### FLOW CHART

