

No: NAT/HQ/PPP/17/01/19002

New Delhi, dated 12th September, 2017

Dear Bidder,

Sub: Issue of Corrigendum -1, amendment in key tendering dates pertaining to the EOI for the selection of Consultant (Transaction Advisor) to suggest NATIS the suitability of PPP models in each of its centers, ICAT- Manesar, GARC- Chennai, NATRAX – Indore and NIAIMT – Silchar and to prepare RFP document and facilitate the process of finalization of PPP partner(s) and ensure smooth transition in the first two year of PPP term under EOI No: NAT/HQ/PPP/17/01.

The following amendments in the key tendering dates pertaining to the above mentioned EOI are hereby issued:

Sr. No.	Description	Amended date and Time
1	Last date of receipt of queries	15 th September, 2017, 1700 Hrs
2	Date of Clarification meeting	22 nd September, 2017, 1100 Hrs

The parties are requested to acknowledge the receipt of this corrigendum.

Yours faithfully,


Project Officer (Procurement)





National Automotive Testing and R&D Infrastructure Project

NATRIP Implementation Society
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South Tower, 3rd Floor,
BhishmaPitamah Marg,
PragatiVihar, Lodhi Road,
New Delhi-110003

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NIT NO.:NAT/HQ/PPP/17/01

Dated: 18th Aug 2017

NOTICE INVITING EOI

1. Ministry of Heavy Industries & Public Enterprises, Government of India, has constituted NATRIP Implementation Society (NATIS), an autonomous body, for the execution of National Automotive Testing and R&D Infrastructure Project (NATRIP). NATIS has been entrusted to set up state of the art, Automotive Test facilities at six locations across India, with an investment of Rs 3727.30 Cr. (Approx. USD 560 million).
2. Bids are invited from prospective Consultants (Transaction Advisors) to suggest to NATIS the suitability of PPP models in each of its centres, ICAT-MANESAR, GARC-CHENNAI, NATRAX-INDORE & NIAIMT-SILCHAR and to prepare RFP document and facilitate the process of finalization of PPP partner(s) and ensure smooth transition in the first two years of PPP term.

EOI No.	NAT/HQ/PPP/17/01
Mode of EOI	Global e-Tender with publication to give wide publicity.
Name of work	To suggest NATIS the suitability of PPP models in each of its centres, ICAT-MANESAR, GARC-CHENNAI, NATRAX-INDORE & NIAIMT-SILCHAR and to prepare RFP document and facilitate the process of finalization of PPP partner(s) and ensure smooth transaction in the first two years of PPP term.
Eligibility Criteria	Annexure I (Terms of Reference)
Bid Security Amount (EMD)	Rs. 1,00,000/-
Cost of EOI document	Free of Cost
Publication of EOI documents	18 th Aug 2017
The Last Date of receipt of queries if any,	8 th Sep 2017; 17:00hrs
Date for clarification meeting	15 th Sep 2017; 11:00hrs
Last date/Time for submission of Sealed Bids	04 th Oct 2017; 15:00hrs
Date/Time of opening of technical bids.	04 th Oct 2017; 15:05hrs

Note:-

- i. The bids shall be submitted in accordance with Para 5 of 'General terms & conditions' in two separate sealed packets- Techno-Commercial bid and Financial bid as per formats provided in the EOI Document.
- ii. The prospective bidders shall satisfy themselves of meeting the eligibility criteria as per EOI document before bidding.
- iii. Each bidder shall deposit valid EMD.
- iv. Late bids shall not be considered.

**NATRiP Implementation Society,
Ministry of Heavy Industries & Public Enterprises
(Department of Heavy Industry)
Government of India**



INVITATION OF EXPRESSION OF INTEREST

by

***PROSPECTIVE CONSULTANTS (TRANSACTION ADVISORS) TO SUGGEST TO
NATRIP THE SUITABILITY OF PPP MODELS IN EACH OF ITS CENTRES (ICAT-
MANESAR, GARC-CHENNAI, NATRAX-INDORE & NIAIMT-SILCHAR)
AND
TO PREPARE RFP DOCUMENT AND FACILITATE THE PROCESS OF FINALISATION
OF PPP OPERATOR(S) AND ENSURE SMOOTH TRANSITION IN THE FIRST TWO
YEARS OF PPP TERM.***

AUGUST 2017

EOI NO: NAT/HQ/PPP/17/01

NATRIP Implementation Society
NBCC Place, South Tower, 3rd Floor, Bhishma Pitamah Marg, Pragati Vihar Lodhi Road,
New Delhi – 110003, India

**Phone: +91-11-2436-8222, +91-11-4921-5555 Fax: +91-11-2436-9333,
Email: anuraj.p@natrip.in; anuj.kumar@natrip.in ,**

Website : www.natrip.in

(DHI/NATIS reserves the right to cancel this request for EOI and / or invite afresh with or without amendments to this request for EOI, without liability or any obligation for such request for EOI and without assigning any reason.)

GENERAL TERMS & CONDITIONS

1. DISCLAIMER

- 1.1. This EOI document is being issued by NATRiP Implementation Society (“NATIS”) to invite expression of interest from prospective Consultants (Transaction Advisors) to suggest to NATIS the suitability of PPP models in each of its centres, ICAT-MANESAR, GARC-CHENNAI, NATRAX-INDORE & NIAIMT-SILCHAR and to prepare RFP document and facilitate the process of finalization of PPP partner(s) and ensure smooth transaction in the first two years of PPP term (Hereinafter collectively referred to as the “Works”).
- 1.2. The information contained in this EOI Document is being provided for the limited purposes of enabling the interested parties (“Bidders”) to submit a binding proposal (“Bid”) for performing, executing and implementing the Works and for no other purpose. Under no circumstances shall NATIS, or its advisers, consultants, contractors, servants and/or agents incur any liability arising out of or in respect of the issue of this EOI Document, or the selection procedure.
- 1.3. The possession of the EOI Document or use in any manner contrary to any applicable law is expressly prohibited. The Bidders shall inform themselves and shall observe any applicable legal requirements.
- 1.4. The information does not purport to be comprehensive or to have been independently verified. Nothing in this EOI Document shall be construed as legal, financial or tax advice. NATIS will not be liable for any costs, expenses, however so incurred by the Bidders in connection with the preparation and submission of the Bids.
- 1.5. NATIS reserves the right to amend this EOI Document and any information contained herein at any time by notice, in writing, to the Bidders.
- 1.6. Nothing in this EOI Document is, nor shall be relied upon as, a promise or representation as to NATIS’s ultimate decision in relation to the selection process of the successful Bidder for the execution of the Contract (defined hereinafter). The Bidder(s) shall not, therefore, assume that they will have the opportunity to revise their Bids following submission except as provided in this EOI Document. However, NATIS reserves the right to change the basis of or the procedures (including the timetable) relating to the bidding process, reject any, or all, of the Bids, not to invite a Bidder to proceed further, not furnish a Bidder with additional information nor otherwise to negotiate with a Bidder at any time. NATIS does not undertake to accept any Bid.
- 1.7. No person other than the one authorized by NATIS to give any information or to make any representation not contained in this EOI Document and, if given or made, any such information or representation shall not be relied upon as having been so authorized.

- 1.8.** This EOI Document is confidential and personal to each Bidder. The Bidders shall note that they are required to sign and submit as part of the Techno-Commercial Bid, as provided in “Form b Letter of Undertaking” of this EOI Document, a Letter of Undertaking to NATIS which, inter alia, prohibits disclosure of any information as therein defined to any person or body corporate except as permitted by such Letter of Undertaking. The Bidders shall promptly return this EOI Document to NATIS upon request or as specified in this EOI Document and shall not retain any copies thereof nor use the same for any purpose whatsoever other than for submission of the Bid to NATIS for the Works. Any failure to furnish or comply with the terms of the Letter of Undertaking shall entitle NATIS to disqualify the relevant Bidder.
- 1.9.** Any summaries or descriptions of documents or contractual arrangements contained in any part of this EOI Document are only indicative and cannot be and are not intended to be comprehensive, nor any substitute for the underlying documentation (whether existing or to be concluded in the future), and are in all respects qualified in their entirety by reference to them.
- 1.10.** NATIS its advisers, consultants, contractors, servants, agents do not accept any responsibility for the legality, validity, effectiveness, adequacy or enforceability of any documentation executed, or which may be executed, in relation to the Works. NATIS shall enter into a contract with the successful Bidder for performance, execution and implementation of the Works (“**Contract**”). No legal or other obligation shall arise between the successful Bidder and NATIS unless and until the Contract has been formally executed by NATIS and the successful Bidder and any conditions precedent to the effectiveness of the Contract have been fulfilled. NATIS reserves the right not to proceed with the bidding process and to cancel the selection procedure, or any part thereof, at any time.
- 1.11.** Nothing in this EOI Document shall constitute the basis of the Contract which may be concluded in relation to performance, execution and implementation of the Works nor shall such documentation/information be used in construing the Contract. Each Bidder must rely on the terms and conditions contained in the Contract, when, and if, finally executed, subject to such limitations and restrictions which may be specified in such Contract. Any reference to this EOI Document in the Contract with NATIS or any correspondence between NATIS and the Bidder shall not be construed as this EOI Document forming part of such contract.
- 1.12.** The Bidder is prohibited from any form of collusion or arrangement by a Bidder (or its advisers or consultants) in an attempt to influence the selection and award process. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee of NATIS or to any other person in a position to influence the decision of NATIS or any other person associated with the bidding process, for showing any favour in relation to this Bid or any other contract, shall render the Bidder to such

liability/penalty as NATIS may deem proper, including but not limited to rejection of the Bid and forfeiture of the Earnest Money Deposit.

- 1.13. Laws of the Republic of India are applicable to this EOI Document. The courts at New Delhi shall have exclusive jurisdiction in relation to any disputes arising from this EOI Document.
- 1.14. The submission of this EOI document by the bidder shall constitute its acceptance of the terms & conditions set forth in this EOI Document.

2. INSTRUCTIONS TO BIDDERS

- 2.1. The Bidders must ensure that they meet all the requirements/eligibility spelt in this EOI document.
- 2.2. The Bidders are expected to carefully examine all the contents of the EOI document including instructions, conditions, terms, specifications and may wish to visit NATRiP centres and take them fully into account before submitting their Bid. Failure to comply with the requirements as detailed in these documents shall be at the Bidder's own risk. Bids which are not responsive to the requirements of the EOI document shall be rejected.
- 2.3. While all efforts have been made to avoid errors in the drafting of the EOI Document, the Bidders are advised to check the same carefully. No claim on account of any errors detected in the EOI Document shall be entertained.
- 2.4. Bidders should study the EOI document carefully and thoroughly before quoting and get clarifications within the specified time, if required, from NATIS in this context.
- 2.5. The Bid prepared by the Bidder and all correspondence and documents relating to the EOI exchanged between the Bidder and NATIS shall be in the English language.
- 2.6. Each page of the Bid documents should be stamped and signed by an authorised person submitting the Bid in token of his/their having acquainted himself/themselves with the EOI Documents in entirety including all the Annexure(s) and Forms. Any Bid not complying with the terms and conditions as set out in this EOI Document and/or not signed by authorised person may be rejected at the discretion of NATIS.
- 2.7. The Bid submitted on behalf of a Firm shall be signed on each page by all the Partners of the Firm or by a Partner who has the necessary authority on behalf of the Firm to submit the Bid.
- 2.8. The Bidders must obtain for themselves on their own responsibility and at their own expenses all the information which may be necessary for the purpose of preparation and submission of the Bid and for entering into a Contract, must examine the EOI document, must inspect the sites of the Works, acquaint

himself with all local conditions, means of access to the sites, nature of the Works and all matters pertaining thereto.

- 2.9. The Indian Representative of the foreign bidder, if applicable, shall have the limited scope up to the award of contract for providing the logistic support such as providing of EOI Documents, submission of bids and related documents, EMD and PBG etc.
- 2.10. The Indian Representative shall not represent multiple companies/entities that operate in the same line of business.
- 2.11. The Consultant (Transaction Advisor) so identified through this process of EOI and its affiliates will not be eligible to participate as bidder in the subsequent process of procuring PPP operator, to prevent conflict of interest scenario arising in future.
- 2.12. The Successful Bidder is bound to carry out any items of work necessary for the completion of the Works even though such items are not included in the quantities and drawings to achieve end results and deemed to be priced in the Financial Bid. No claim on this account shall be entertained.
- 2.13. The bidder shall fill the contact details form issued with this bidding document and submit the same within 3 days of receipt of the bidding documents and NATIS would use these details to communicate with the bidder in case of issuance addenda/corrigenda etc.
- 2.14. Sub-contracting of the assignment will not be allowed. The Consultant (Transaction Advisor) so identified through this process of EOI shall be solely responsible for all the required final deliverables.

3. TERMS OF REFERENCE

Terms of Reference are detailed in **Annexure I** of EOI document.

4. EARNEST MONEY DEPOSIT

- 4.1. The Bids shall be accompanied by an **Earnest Money Deposit of Rs. 1,00,000** in the form of “Demand Draft/Bank Guarantee” in favour of “NATRiP Implementation Society” payable at New Delhi. The EMD (Earnest Money Deposit) would be valid for a period of at least **180 days** from the date of opening of Bids.
- 4.2. A Bid which is not accompanied by such Earnest Money Deposit will be construed as non-compliant bid and shall be summarily rejected.
- 4.3. The Earnest Money Deposit of the unsuccessful Bidders will be returned without any interest after identification of the successful Bidder by NATIS.
- 4.4. The Earnest Money Deposit of the successful Bidder will be returned upon their furnishing the Performance Bank Guarantee.

- 4.5. A Bidder shall forfeit Earnest Money Deposit in favour of NATIS in case, such Bidder
- 4.5.1. Fails to start the work as may be indicated in the Letter of Acceptance or fails to execute the Contract within a period of 30 days from the date of issue of the Letter of Acceptance;
 - 4.5.2. Without the written consent of NATIS, has withdrawn its Bid during the validity period of the Bids and any extensions thereto;
 - 4.5.3. After opening of the financial bid, alters the quoted rates/conditions in the Bid;
 - 4.5.4. Fails to provide /furnish the Performance Bank Guarantee within stipulated period mentioned in the in the Letter of Acceptance;
 - 4.5.5. Does not reply to any queries that may be raised after opening of Techno-Commercial /financial bids.
 - 4.5.6. If the bidder does not accept the corrections made by NATIS to its Bid Price pursuant to "Examination of Financial Proposal and Correction of Arithmetical Errors" under Evaluation parameters.
- 4.6. In case of extension of the Bid validity period in the manner stated in this document, the validity of the Earnest Money Deposit shall be accordingly extended to keep it valid for a further period of 60 (sixty) days from the Bid validity period.

5. SUBMISSION OF BIDS

Bidders are required to submit their Bids in two parts in a sealed envelope, superscribed “**Bid for EOI NO: NAT/HQ/PPP/17/01**” containing two separate sealed envelopes, as given below. The sealed bids shall be submitted at the NATIS Corporate Office at New Delhi before the closure of bid submission date & time.

5.1. Part –1: The Techno-Commercial Bid

- 5.1.1. The first sealed envelope marked as “**Techno-Commercial Bid for EOI NO: NAT/HQ/PPP/17/01**” and shall contain two copies of the Techno-Commercial Bid documents, marked as:
 - ORIGINAL TECHNO-COMMERCIAL BID FOR EOI NO: NAT/HQ/PPP/17/01
 - COPY OF TECHNO-COMMERCIAL BID FOR EOI NO: NAT/HQ/PPP/17/01
- 5.1.2. Each copy shall be duly filled and signed by an authorised person from the Bidder’s Company/Entity, containing the following information in original and copy shall contain the following duly filled Forms:
 - Form a) Letter for Submission of Techno-Commercial Proposal

Form b) Letter of Undertaking

Form c) Performance Bank Guarantee form and form of Demand
(Blank, signed & stamped)

Form d) References

Form e) Profile of Bidder's Organisation including
Partners/Associates/Affiliates

Form f) Form of Financial Bid (Blank, signed and stamped)

Form g) Format for Deal team

Form h) Techno-Commercial Particulars

Form i) Format of unconditional bid

Form j) Affidavit

5.1.3. **Further, the Techno-Commercial Bid must include a copy of the Financial Bid of the Bidder without any information on the prices.** The purpose of this copy of the Financial Bid included in the Techno-Commercial Bid is to ensure that Bidder has followed the format provided for the Financial Bid and has not included any additional terms and conditions as part of its Financial Bid. In case, any information on prices is included in this copy of the Financial Bid, NATIS may disqualify the Bidder and reject its Bid.

5.1.4. Further, the Bidder shall be required to submit a soft copy of the Techno-Commercial Bid on a CD in MS Word / MS Excel format/ PDF formats. The soft copy should be placed in the envelope containing Original Techno-Commercial Bid.

5.1.5. In case of any discrepancy between the original and any of the copy (including soft copy on CD), the original shall supersede.

5.2. Part-2: The Financial Bid

5.2.1. The second sealed envelope shall contain two copies of the Financial Bid, marked as:

- ORIGINAL FINANCIAL BID FOR EOI NO: NAT/HQ/PPP/17/01
- COPY OF FINANCIAL BID FOR EOI NO: NAT/HQ/PPP/17/01

5.2.2. Each copy shall be duly filled and signed by an authorised person from the Bidder's Company/Entity, containing the following information:

Form f) Form of Financial Bid

5.2.3. Further, the Bidder shall be required to submit a soft copy of the Financial Bid on a CD in MS Excel format. The soft copy should be placed in the envelope containing original Financial Bid.

- 5.2.4. In case of any discrepancy between the original and any of the copy (including soft copy on CD), the original shall supersede.
- 5.2.5. The Bidders shall quote for all the centres failing which the Bid shall be considered incomplete and liable to be rejected on this ground alone. Such quote for the entire Works shall indicate the total contract value which covers all its risks, obligations and liabilities set out in or to be reasonably inferred from this EOI Document.
- 5.2.6. The prices shall be quoted in either Indian rupees or any other foreign currency. The amounts shall be quoted in figures and words and in case of inconsistency, the words shall prevail. For the purpose of comparison of Financial Bid, the Reserve Bank of India's Foreign Exchange Rate, prevailing on the date of opening of financial bid shall be applied.

5.3. Manner of submission

- 5.3.1. The two part Bid shall be accepted at the Corporate Office of NATIS, up to **15.00 Hrs on 04th Oct, 2017.**
- 5.3.2. NATIS may, at its discretion, extend the deadline for submission of Bids by issuing an addendum/ corrigendum, in which case all rights and obligations of NATIS and the Bidders previously subject to the original due date & time will thereafter be subject to the extended deadline.
- 5.3.3. Any Bid received by NATIS after the deadline for submission of Bids will be rejected and returned unopened to the Bidders.
- 5.3.4. NATIS reserves the right to, without limitation, without incurring any obligation or liability vis-à-vis any Bidder and without expressing any cause or reason thereof, at any time and at its sole discretion to independently verify, disqualify, reject and/or accept any and all Bids or other information and/or evidence submitted by or on behalf of any Bidder, including without limitation pursuant to and/or in connection with:
 - (a) Receipt of a Bid after the submission deadline;
 - (b) Failure to submit necessary supporting documentation following a specific request by or on behalf of NATIS.
- 5.3.5. Bids sent telegraphically or through other means of transmission (tele-fax, email etc.) which cannot be delivered in a sealed envelope shall be treated as defective, invalid and shall stand rejected.

6. AMENDMENT TO EOI DOCUMENT

- 6.1. Addenda / Corrigenda to the EOI Document may be issued by NATIS prior to the last date of submission of the Bids to clarify the documents or to reflect any modifications etc. All such addenda / corrigenda shall be treated as an integral part of the EOI Document.

- 6.2. In order to afford prospective Bidders reasonable time for preparing their EOIs after taking into account such amendments, NATIS may, at its discretion, extend the deadline for submission of EOIs.
- 6.3. In case after issuance of addenda/ corrigenda, any Bidder who has already submitted its Bid, does not resubmit its Bid, it shall be deemed that such Bidder does not intend to modify its Bid on the basis of the addenda/ corrigenda and the addenda/ corrigenda have been taken into account.

7. VALIDITY OF BIDS

- 7.1. Bids shall be unconditional, firm and remain valid and open for acceptance for a period of **120 days** from the due date of submission of bids. Any Bid having validity less than that specified above shall be rejected by NATIS as being non responsive. However, NATIS may request the Bidders to extend the Bid unconditionally beyond the Bid validity period up to an additional period as deemed suitable without any modification and without giving any reason thereof. Conditional extension of bid validity shall not be accepted and NATIS reserves right to reject such bid/s and proceed with the bidding process with the remaining bidders.
- 7.2. If a Bidder withdraws or revokes his offer after last date of submission of Bids, the Bidder is liable to be disqualified and the Earnest Money Deposit submitted by such Bidder shall be forfeited. No Bidder shall be allowed to carry out any revision / correction / modification in his Bid after the last date of submission of Bids.
- 7.3. In case NATIS calls the Bidder for clarifications then this shall not amount to cancellation or withdrawal of original offer. NATIS reserves the right to finalise the scores by seeking clarifications.

8. CLARIFICATIONS TO BIDDER'S QUERIES

The Bidders are requested to raise their queries, if any, by email at, anuraj.p@natrip.in & anuj.kumar@natrip.in , by **17.00 Hrs on 8th Sep 2017**. Subsequent to this, NATIS will invite Bidders and address all the queries received from all the Bidders together at a day, place and time decided by NATIS. The contact details of the Bidder shall be required to be furnished at the time of purchase of EOI Documents. NATIS reserves the right not to respond to questions raised or provide clarifications sought, in their sole discretion, if it is considered that it would be inappropriate to do so. Nothing in this section shall be taken or read as compelling or requiring NATIS to respond to any question or to provide any clarification.

9. BID OPENING AND EVALUATION PROCESS

9.1. Techno-Commercial Bids Opening

- 9.1.1. The Techno-Commercial Bid shall be opened on **04th October 2017 at 15.05** hrs at the Corporate Office of NATIS in the presence of the Bidders or their duly authorised representatives who choose to remain present at the time of opening of Bids.
- 9.1.2. The sealed Techno-Commercial bid envelop shall be opened in the presence of Bidders or their duly authorized representatives at the time mentioned above, in the presence of the members of NATIS's bid opening Committee.
- 9.1.3. A letter of authorization by the Bidder's representative shall be submitted at the NATIS Corporate Office at the time of opening of Bids.
- 9.1.4. Absence of Bidders or their duly authorized representatives shall not impair the legality of the bid opening process.
- 9.1.5. All Bidders or their duly authorized representatives present shall be required to sign the main bid envelopes by way of confirmation of sealed bid status at the time of opening of bids.
- 9.1.6. After identification signing, the NATIS's Bid opening committee representative shall open the main bid envelope. After opening, Bidders or their duly authorized representatives shall be required to sign the Techno-Commercial and financial bid envelopes of all the Bidders.
- 9.1.7. Refusal to sign the bid envelopes by any of the Bidder or his duly authorized representative present may disqualify such Bidder from the evaluation process at the discretion of members of the NATIS's Bid opening committee present at the time of opening of the Bids.
- 9.1.8. The Techno-Commercial Bid envelopes shall thereafter be opened and a preliminary scrutiny of contents of each of the Techno-Commercial Bids as specified in the EOI Documents shall be carried out.
- 9.1.9. The bids shall be declared to be '**Valid**' or '**Invalid**' at the conclusion of preliminary scrutiny process, at the discretion of the members of the Bid opening committee present on the spot. The decision on declaring the Bid as valid or invalid shall not be postponed except under exceptional circumstances.
- 9.1.10. Bids declared invalid shall be returned along with the financial bid envelop, EMD, etc. on the spot to the respective Bidders. In case, the Bidder or it representative whose Bid has been declared invalid is not present at the time of opening of the Bids, the Bid shall be returned to the Bidder by Registered / Speed Post or Courier. No correspondence or claim

whatsoever from such Bidders shall be entertained or responded to by NATIS.

9.1.11. For the valid Bids, the signed envelopes containing the Financial Bids shall be kept safely in sealed condition.

9.2. Disqualification Criteria

- 9.2.1. Not meeting the Minimum Eligibility Criteria as per Para 6.2 of **Annexure I (TOR)**.
- 9.2.2. Incomplete and conditional bids.
- 9.2.3. Not furnishing an Affidavit in the format as in Form-j regarding 'no conviction' and 'no conflict of interest'.
- 9.2.4. Debarred/ blacklisted by any of the Departments of Government of India, State Government, Public Sector Undertaking, Local Bodies of India or Foreign Governments.

9.3. Techno-Commercial Bid Evaluation

- 9.3.1. The valid Bids which meet the Minimum eligibility Criteria as per Para 6.2 of Annexure I shall be further evaluated.
- 9.3.2. NATIS shall follow the **Integrated Bid Evaluation** and the combined score of Techno-Commercial and Financial bids mentioned at Para 9.5 will determine the Successful Bidder.
- 9.3.3. During the Techno-Commercial bid evaluation process, NATIS may seek clarifications from the bidder through E-mail/ Fax, for confirming and consolidating their Techno-Commercial offers.
- 9.3.4. All such clarifications are required to be answered by the bidder by E-mail/Fax, within the time specified by NATIS. The signed hard copies of the same need to be submitted to NATIS and shall be deemed to be a part of the EOI Documents.
- 9.3.5. All valid bids shall be examined against the criteria as specified in "Evaluation Parameters".
- 9.3.6. The valid bidders would be required to demonstrate their credentials before a High Level Committee (HLC) constituted by Competent Authority through a presentation to be made at a date, time and venue decided by NATIS. The scoring shall be done by the Members of the HLC against the Evaluation Parameters specified under Para 18.1.3.
- 9.3.7. Such bids which qualify the minimum criteria as per Para 18.1.2 shall be intimated regarding opening of financial bid, with at least 6 days of prior

notice in writing, or a lesser period with mutual agreement with the respective bidders intimated over telephone/email/fax by NATIS.

9.4. Financial Bids Opening

- 9.4.1. The Financial Bids of all the Techno-Commercially qualified Bidders shall be opened on the appointed date and time in presence of the qualified Bidders/ their authorized representative, who choose to be present at the time of opening of the financial bids.
- 9.4.2. No Bidder shall be allowed to propose/carry out any revision/ correction/ modification in his Price Bid offer.
- 9.4.3. All the Techno-Commercially qualified Bidders/their authorized representative(s) present at the time of opening of the Financial Bids shall be required to sign the Bid price declaration sheet on declaration of the bid prices, against their respective Techno-Commercial Bid evaluation score. Any Bidder objecting to the same shall be disqualified.
- 9.4.4. Absence of Bidders or their authorized representatives shall not legally impair the process.

9.5. Financial Bid Evaluation

- 9.5.1. All valid financial bids shall be evaluated/ scrutinized as per “Evaluation Parameters”

9.6. Integrated Bid System:

- 9.6.1. Evaluation will be done by adopting Integrated Bid System (Combined Quality cum Cost Based System) as under:-

The marks scored by the short-listed bidders in the Techno-Commercial evaluation will be given a weightage of 70, while the financial bids of the techno-commercially qualified bidders will be given a weightage of 30. For Financial evaluation, the total cost indicated in the Financial Bids will be considered. The lowest financial Bid (FM) will be given financial scores (SF) of 100 points. The financial scores of other Bids will be computed as follows:-

$$SF = 100 \times FM / F$$

(F= amount of Financial Proposal)

The proposal will finally be ranked according to their combined Techno-Commercial (ST) and financial (SF) scores as follows:-

$$S = ST * Tw + SF * Fw$$

Where, Tw and Fw are weights assigned to Techno-Commercial and financial Proposals that shall be 0.70 and 0.30 respectively.

The combined score of Techno-Commercial and financial bids will determine the final rank.

9.6.2. The Bidder scoring the highest points/marks (H1) based on the above system would be selected as the Successful Bidder.

9.6.3. It is reiterated that NATIS does not undertake to accept any bid, in all the above cases as mentioned in the clause 1.6 of the Disclaimer.

10. NEGOTIATIONS

10.1. Negotiations shall not be encouraged.

10.2. Negotiation, if required, will be held before the issuance of Letter of Acceptance/ Notification of Award to the successful bidder.

10.3. If the financial bid is unbalanced, front loaded or substantially in variance with the updated estimates in the opinion of NATIS, NATIS may require the successful bidder to produce detailed price analyses for any or all items of the Financial Bid, to demonstrate the internal consistency of those prices with the market price and schedule proposed.

10.4. Negotiations will conclude with a revised offer letter from the successful bidder.

11. NATIS's RIGHT TO REJECT ANY OR ALL BIDS

11.1. NATIS reserves the right to accept or reject any bid, and to annul the EOI process and reject all Bids, at any time prior to award of Contract without assigning any reasons for such acceptance/ rejection, or to divide the Contract between/amongst Bidders without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for NATIS's action. The Bidders shall not have any cause of action or claim against NATIS for rejection of their bids.

11.2. NATIS reserves the right to, without limitation, without incurring any obligation or liability vis-à-vis any Bidder and without expressing any cause or reason thereof, at any time and at its sole discretion amend or supplement the EOI Document and/or the selection process or the dates or other terms and conditions relating thereto, suspend and/or cancel the selection process.

11.3. NATIS reserves the right to, without limitation, without incurring any obligation or liability vis-à-vis any Bidder and without expressing any cause or reason thereof, at any time and at its sole discretion to independently disqualify, reject and/or accept any and all Bids or other information and/or evidence submitted by or on behalf of any Bidder, including without limitation pursuant to and/or in connection with receipt of a Bid after the submission deadline and/or determination that a Bidder will be unable to fulfil the requirements of the EOI Document.

- 11.4. The decisions and/or the exercise of discretion by NATIS shall not be challenged by any Bidder and are final.
- 11.5. Any failure by NATIS to exercise any rights hereunder, pursuant hereto and/or in connection herewith, shall not be a waiver of those or any other rights unless expressly stated as such in writing by NATIS.
- 11.6. The Bidders and their respective officers, employees, agents and advisers must not engage in any collusive bidding, anti-competitive conduct or any other similar conduct with any other Bidder or any other entity in relation to the preparation or lodgement of Bids or otherwise in any aspect of the Works.

12. NOTIFICATION OF AWARD

- 12.1. Prior to the expiry of the period of Bid validity prescribed, NATIS will issue to the Successful Bidder, the "Letter of Acceptance" (LOA) in duplicate. The Successful Bidder shall return one copy of the Letter of Acceptance to NATIS duly acknowledged and signed by the authorized signatory, within seven [7] days of receipt of the same by him.
- 12.2. The Letter of Acceptance shall constitute a part of the Contract.
- 12.3. Time being the essence of the Contract, timelines/ schedule mentioned in Para 6.5 of Terms of Reference are sacrosanct and will kick-in from the date of issue of the LOA. Hence, Work may be commenced immediately after issuance of the LOA.
- 12.4. After the execution of "The Contract agreement" with the Successful Bidder/ Consultant (Transaction Advisor), NATIS will promptly notify all the unsuccessful Bidders and discharge/ return their Earnest Money Deposit.
- 12.5. No correspondence will be entertained by NATIS from the unsuccessful Bidders.

13. SIGNING OF CONTRACT.

- 13.1. The Consultant (Transaction Advisor) shall enter into and duly sign the Contract for performance, execution and implementation of the works as mentioned in EOI document within **thirty [30] days** from the date of issue of letter of acceptance. But the written acceptance LOA by NATIS of a Bid will constitute a binding Contract between NATIS and the entity so bidding, whether such formal agreement is not subsequently executed.
- 13.2. Upon receipt of the Performance Bank Guarantee, NATIS shall prepare the Contract Agreement in two copies, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the Consultant (Transaction Advisor) within **Twenty one [21] days** of the date of receipt of the "Letter of Acceptance" duly acknowledged and signed by the Consultant (Transaction Advisor).

14. NON-EXCLUSIVITY

The rights of the Consultant (Transaction Advisor) to perform, execute and implement the Works or any part thereof pursuant to the Contract, is not exclusive and shall not prevent NATIS from granting a similar right to other parties.

15. PROCESS TO BE CONFIDENTIAL

15.1. Except the public opening of Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or any other persons.

15.2. Any effort by a Bidder to influence NATIS or any of its functionaries in the process of examination, clarification, evaluation and comparison of EOIs and in decisions concerning award of contract, may result in the rejection of the Bid.

15.3. As part of their Techno-Commercial Bid, the Bidder shall be required to furnish an undertaking for confidentiality as “Form (b) Letter of Undertaking”.

16. PERFORMANCE BANK GUARANTEE

16.1. Within **fifteen** [15] days of the date of acceptance of the LoA, the Consultant (Transaction Advisor) shall execute a Performance Bank Guarantee as per the Form (c), from a scheduled Bank, for an amount equivalent to the 10% of the contract value, which shall be kept valid for six (6) month after the period of execution of Work. The PBG shall be made in INR/EURO/USD only.

16.2. The Performance Bank Guarantee of the Consultant (Transaction Advisor) will be invoked and forfeited if the Consultant (Transaction Advisor) fails to comply with the terms of Contract.

17. TERMS OF PAYMENT

The terms of payment shall be as described in para 6.3 of Terms of Reference (Annexure I).

18. EVALUATION PARAMETERS

18.1. Evaluation Parameters for Techno-Commercial Bids:

- 18.1.1. **NATIS shall follow the Integrated Bid Evaluation** and the combined score of Techno-Commercial and Financial bids mention at Para 9.5 above will determine the Successful Bidder.
- 18.1.2. Only those Bids will be evaluated which meet the Minimum Eligibility Criteria as per Clause 6.2 of Annexure I.
- 18.1.3. The Techno-Commercial bid shall be evaluated and assigned marks based on the following:

S. No.	Evaluation Parameter	Max. Marks	Remarks
1	The bidder should be a reputed professional consulting firm (including Financial Institution) having experience of at least 5 years in providing advisory services for PPP mode operation or strategic sale or Merger & Acquisition activities.	20	Number of years in relevant field shall only be considered. Less than 5 years: 0 marks 5-10 : 10 marks More than 10 years : 20 marks
2	Bidders should have advised, handled and successfully completed at least 1 (one) similar transaction in the last 5 years on PPP mode operation or strategic sale or Merger & Acquisition activities. Weightage shall be given to advisory services rendered in similar transactions in the last 10 years.	20	5 marks per transaction
3	Bidders may have on-going projects where they may be advising or handling similar transaction(s) on PPP mode operation or strategic sale or Merger & Acquisition activities.	5	Marks will be assigned based on adherence to the contractual schedule and performance

4	The bidder should place a composite deal team consisting of experts inter-alia with at least 10 years of current experience in Management consultancy, finance, legal and automotive sectors.	30	Marks shall be assigned based on the past experience of the expert as presented before the HLC.
5	The bidder should place the Support team i.e., other professionals for back-up support of the deal team	10	Marks shall be assigned based on details provided before the HLC.
6	Local presence	5	Bidder shall provide the details of commitments in India, funds deployed, period of operations, manpower, office and other infrastructure.
7	Sector expertise	10	Bidder shall indicate work done in the similar sector (Auto Industry)

18.2. Evaluation Parameters for Financial Bids:

- 18.2.1. The Financial Bids of all the Techno-Commercially qualified Bidders shall be opened and evaluated.
- 18.2.2. For the evaluation of the Financial Bids, the eventual Bid prices shall be ascertained after considering all the terms and conditions associated with the Bid price specified in the Financial Bid document. NATIS reserves the right to include or exclude any component of the price quoted by the Bidder and / or load the bid price as per its discretion to work out the Bid Price for evaluation.
- 18.2.3. If there is a discrepancy between the sub total/s and the total price that is obtained by multiplying the unit price and quantity/adding the sub total/s, the sub total/s shall prevail and the total price shall be corrected, unless in the opinion of NATIS that there is an obvious misplacement of the decimal point in the sub total price, in which case the total price as quoted shall govern and the sub total/s shall be corrected;

- 18.2.4. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error.
- 18.2.5. The amount stated in the Financial Proposal Submission Forms will be adjusted by NATIS in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the EMD shall be forfeited.
- 18.2.6. The revised bid amount after arithmetic correction as arrived above for the bidder / bidders would be informed.
- 18.2.7. If a discount is offered in a financial proposal, such discount will be applied on a prorata basis against each item of the financial form except the price part/s not considered for the " Total price for the package".

Annexure I

TERMS OF REFERENCE

PPP Consultant (Transaction Advisor)

Terms of reference for identifying a PPP (Public Private Partnership) Consultant (Transaction Advisor, TA) to suggest to NATRIP Implementation Society (NATIS) the suitability of PPP model(s) which would be most appropriate, given the specific conditions of each of the centers under NATIS, i.e., ICAT-MANESAR, GARC-CHENNAI, NATRAX-INDORE & NIAIMT-SILCHAR and to prepare RFP document and facilitate the process of finalization of PPP operator(s) and ensure smooth transition in the first two years of PPP term.

Contents

1. Introduction
2. Terms of Reference of EOI
3. Scope of work
4. PPP feasibility study & recommendations
5. PPP partner selection & recommendations
6. Consultant (Transaction Advisor) skill, experience, remuneration and management by NATIS

1. INTRODUCTION:

1.1. NATRIP Implementation Society (NATIS), an autonomous body under the Ministry of Heavy Industries & Public Enterprises, Government of India is implementing National Automotive Testing and R&D Infrastructure Project (NATRiP). NATRiP is the largest and one of the most significant initiatives of the Government of India in Automotive sector so far. NATRiP represents a unique joining of hands between the Government of India, a number of State Governments and Indian Automotive Industry. NATIS have setup the following state-of-the-art Testing, Validation and R&D infrastructure in the country which are completed or in advanced stage of completions-

- i. Full-fledged testing and homologation centre within the Northern auto-cluster at **International Centre for Automotive Technology (ICAT)**- Manesar, Haryana
- ii. Full-fledged testing and homologation centre within the Southern auto-cluster at **Global Automotive Research Centre (GARC)**- Oragadam, Chennai, Tamil Nadu.
- iii. World-class Proving Ground at **National Automotive Test Tracks (NATRAX)** - Pithampur, near Indore, Madhya Pradesh.
- iv. Hill Area Driving Training Centre and In-Use Vehicle Inspection & Maintenance Centres in North East at **National Institute of Automotive Inspection Maintenance and Training (NIAIMT)** -Silchar, Assam.
- v. Up-gradation of existing centers at **Automotive Research Association of India (ARAI)**- Pune and **Vehicle Research & Development Establishment (VRDE)**- Ahmednagar in western auto-cluster, in Maharashtra

1.2. The investment that has gone into each of the wholly NATRIP funded state-of-the-art centres is as follows:

S. No.	Centre	Facilities Developed/Under Development	Project Cost (Expenditure up to July 2017, Rs. in Crore)
I	ICAT- Manesar	<p><u>Developed:</u> Passive safety Lab, Powertrain Lab, Fatigue Lab, CAD-CAE Lab, Component Lab, Infotronics Lab.</p> <p><u>Under Development:</u> Noise Vibration & Harshness Lab, Electromagnetic Compatibility Lab, Test tracks, Calibration Lab, Certification Lab</p>	941.26 (832.40)
II	GARC- Chennai	<p><u>Developed:</u> Test tracks, Airbag & pedestrian Lab, Fatigue Lab, CAD-CAE Lab, Infotronics Lab.</p>	963.03 (738.32)

		<u>Under Development:</u> Electromagnetic Compatibility Lab, Advanced Passive Safety Lab, Certification Lab, Powertrain Lab, Calibration Lab	
III	NATRA X-Indore	<u>Developed:</u> Powertrain Lab, Vehicle dynamics Lab, CAD-CAE Lab <u>Under Development:</u> Test tracks, Calibration Lab	1321.12 (537.42)
IV	NIAIM T-Silchar	<u>Developed</u> Driver's training and Mechanic's training Institute. Model Inspection & Maintenance centre.	75.44 (63.22)

1.3. The completion outlook of facilities under development-

S.No	Centre	Facility Name	Completion Date
1	ICAT Manesar	EMC Lab	Aug' 2017
2		Test tracks	Mar' 2019
3		NVH Lab	Mar' 2018
4		Certification Lab	Jan' 2018
5		Calibration Lab	Dec' 2017
6	GARC Chennai	Passive Safety Lab	Dec' 2018
7		EMC Lab	Apr' 2018
8		Powertrain Lab	Oct' 2018
9		Certification Lab	Jan' 2018
10		Calibration Lab	Dec' 2017
11	NATRAX Indore	Test tracks	Nov' 2017 (OTT) Mar' 2020 (HST)
12		Calibration Lab	Dec' 2017

1.4. NATIS has decided to explore the possibility of operating each of these centres in part or full on PPP mode. Thus, this Expression of Interest (EoI) is being published with the intent of eliciting a competitive response from world-class experts on PPP modeling who can take up the responsibility of Consultant (Transaction Advisor) for carrying out a detailed study of each centre's area(s)-specific potential and assessment of medium-term to long-term operationality so as to come up with scenario(s) in which each of the centers can be successfully operated on their uniquely evolved PPP model. Such PPP operators shall also return the asset at the end of the assigned term maintaining the same level of

usability/ potential and hence involve upgradation of facilities wherever so required.

1.5. Objectives of NATRIP:

The project aims at putting in place automotive testing infrastructure that shall meet safety and emission regulation standards and also extend India's automotive R&D capabilities with objective to:

- i. Creation of critically needed Automotive Testing and Validation infrastructure to enable the Government to usher in global vehicular safety, emission and performance standards
- ii. Deepening of manufacturing in India by encouraging larger value addition within the country
- iii. Enhancing India's global outreach by facilitating development and mass production of high technology driven, affordable and globally acceptable automotive products and by debottlenecking their exports.
- iv. Making available to Automotive Industry, within India and outside, a battery of high capability product development and validation facilities for significantly reducing product development and modification cycle at affordable costs.

2. BROAD TERMS OF REFERENCE OF EOI

The broad terms of reference for the prospective Consultant(s) (Transaction Advisor) are as follows:

- 2.1. To comprehensively study the business potential of each centre in the backdrop of the facilities created, resources available, manpower capital available and further enhancement of potential based on benchmarking against national and international standards, industrial growth, regulatory climate and need. The study shall keep in view efficiency, financial self-sustainability, growth prospects, certification confidentiality, conflict of interest, competitiveness among such centers locally & globally while maximizing benefit to the Government of India and Indian automotive industry as mentioned in objectives of NATRiP at Para 1.5.
- 2.2. To suggest a suitable PPP Model for operating each of the centers in part or full for a medium to long term, the aim being not only optimal utilization of assets and resources but also nourish the centers with necessary upgradation and expansion so as to maintain the essence of state-of-the-art in the face of evolving technology and industry needs during and at the end of the PPP term.
- 2.3. To suggest a suitable mechanism for smooth transition at the time of return of the assets at the end of the assigned term.
- 2.4. To facilitate assignment to suitable PPP operator(s) and handholding to ensure smooth transition by them through the initial two years of term of PPP.

3. SCOPE OF WORK

- 3.1 NATIS wishes to select Consultant (Transaction Advisor) as per the Terms of Reference clearly spelt out in this document who possesses adequate expertise and experience together with sufficient Financial backing and can perform the complete required analysis for each of the NATRiP centers to be operated on PPP model, prepare the required documents (RFP) after identifying PPP operators.
- 3.2 The 'Consultant (Transaction Advisor)' shall include the entire advisory team, or relevant members, under the management of a single Lead advisor who shall contract with NATIS.
- 3.3 Deliverables and timelines/ milestones:

Deliverables	Milestones Target Date D – Date of issue of LOA to selected consultant
Feasibility study, draft to be submitted to NATIS	D + 3 Months
Final version of Feasibility study, RFP document and contract agreement to be submitted to NATIS (Governing Council) and Department of Heavy Industry for approval	D + 6 Months
Upon approval, commencement of RFQ/RFP process	D + 9 Months
Procurement of PPP operator(s)	D + 12 Months
Assisting for successful 1 year completion of transaction by the PPP operator(s)	D + 24 Months
Assisting for successful 2 year completion of transition by the PPP operator(s)	D + 36 Months

- 3.4 The Consultant (Transaction Advisor) shall make presentations as necessary before the Governing Council of NATIS, DHI or any higher authority on the above from time to time.
- 3.5 The prospective Consultant (Transaction Advisor) are necessarily required to give compliance statement in adherence of the above schedule. Any deviations anticipated shall be intimated along with this EOI document for review by NATIS.
- 3.6 NATIS reserves the rights to levy Liquidated Damages (LD) @0.01% per day limited to 10% of the total contract sum in case non-adherence to the timelines.
- 3.7 **Background documentation and preparatory work:**
The Consultant (Transaction Advisor) shall have to become familiar with all background documentation and preparatory work conducted to date and shall be responsible for carrying out initial technical, financial and legal framework reviews that are deemed necessary for a successful completion of the transactions, including, but not limited to:
- i. Relevant existing reports, studies, audits, etc. necessary to become familiar with the NATRiP centres architecture and purpose for their setting in India.
 - ii. All information pertaining to NATRiP project.
 - iii. Existing financial forecasts, historical financial performance and technical operating history for NATRiP project and its centres.
 - iv. Existing Laws and regulatory functions.
 - v. Responsibilities and relationships of NATIS and with other government entities at different levels.

4. PPP FEASIBILITY STUDY & RECOMMENDATIONS

- 4.1 The Consultant (Transaction Advisor) shall be required to produce a comprehensive feasibility study for each centre using a survey to benchmark among the best players in this business in the relevant field and to identify those activities where PPP model can enhance their business, efficiency, growth, competitiveness, profitability, diversification and competency enhancement while keeping in view the interest of the Government of India and Indian Automotive Industry as mentioned in Objectives of NATRIP at Para 1.5.

4.2 The Consultant (Transaction Advisor) shall be required to produce, in close liaison with NATIS, a comprehensive feasibility study for Project. The feasibility study needs to clearly demonstrate the returns, along with its quantification, upon operationalization of each centre on its uniquely evolved PPP model, fully commensurate with the objectives of NATRiP as mentioned at Para 1.5 while protecting the interests of the Government of India and NATIS.

4.3 The feasibility study is to be conducted in compliance as per the Government of India guidelines.

4.4 Components of the feasibility study:

The feasibility study may, among other things, include the following:

4.4.1. Introduction

- a. Preface from the Consultant (Transaction Advisor)
- b. Executive summary
- c. Introduction
- d. Project background
- e. Approach and methodology for benchmarking survey
- f. Approach and methodology of the selection of suitable centres for PPP operation
- g. Approach and methodology to the feasibility study

4.4.2. Section 1- Needs analysis, including

- a. Institution's strategic objectives
- b. Budget
- c. Institutional analysis
- d. Output specifications
- e. Scope of the project

4.4.3. Section 2- Solution options analysis, including

- a. Options considered
- b. Evaluation and assessment of each option.
- c. Whether the PPP operation would be feasible after full completion of facilities which are under development in various centres or whether PPP on 'as is where is' could be explored.
- d. Assessing Government role in the proposed PPP project, whether that role corresponds with the Government's legal obligations, maintains sufficient power to protect the Government's interests and corresponds to the proposed corporate structure of the project vehicle and how in

practice the Government role shall be established in the project vehicle (e.g. voting rights, role of Governing Council and other governing bodies, pre-emption rights, say in management of revenues and expenditure etc.)

- e. Developing and providing detail to the legal architecture and design of the transaction, identifying e.g. the (i) Identification of suitable centre (ii) type of PPP contract to be used (e.g. concession, BOT or management contract) (iii) investment commitments to be required, their nature and management, (iv) investment plan, how, where and when investments shall be made (v) type of public sector support required, including terms and conditions and (vi) corporate structure for the investment and commercial management including nature of the SPV holding the concession, etc.
- f. Summary of evaluation and assessment of all options considered
- g. Review of risk allocation assumptions to assess whether those risks can be allocated (e.g. legally) to the private sector (e.g. land acquisition, contractual issues, financing of the balance project and safety monitoring).
- h. Review of project assumptions and whether they are practically and legally viable, e.g. management of staff rights and benefits and whether there might be legal limitations to how staff can be treated. Facilitating continuity of human capital available in centres/project.
- i. Assess the financial management and accounting structures proposed to identify efficiency gains available through other structural mechanisms, e.g. taxation of revenues and accounting methods for depreciation of assets.
- j. Identifying other contractual and commercial relationships in the sector or related to the sector and how those relationships shall interface with the PPP project.
- k. Assess risk management structures for potential efficiency gains through alternative structures or modifications.
- l. Assess the financial feasibility and provide valuation of revenues according to the different options and based on various assumptions used in the forecasts including those of demand and pricing should be stated clearly.
- m. Advise on a financial (capital) structure for mobilizing debt.
- n. Prospective PPP operator(s) may need to obtain debt or loan for the project or to provide some other financial instrument (e.g. guarantee or subsidy) to make the PPP project financially viable or more cost effective. The Consultant (Transaction Advisor) shall provide advice on structuring of such instruments, their drafting, negotiation and implementation (e.g. setting up trusts and escrow accounts, arrangements with security sharing and management and other aspects

of financial management and ensuring compliance with financial covenants).

- o. Confirming budgeting assumptions and the management of revenue flows including share of revenue of Government (e.g. are there restrictions on the use of monies collected for use with public services).
- p. Assessing risk allocation approaches to ensure that they correspond with private sector appetite and lender requirements. This should be done before bidding to avoid failure of the bidding process and the costly and reputationally damaging recommencement of the Tendering process.
- q. Assessing chosen approach to PPP and whether any aspect of that approach shall conflict with available or required procurement, contracting and financing structures.
- r. Recommendation of a preferred option.

4.4.4. Section 3- Project due diligence, including

- a. Legal aspects, including
 - Land access/rights
 - Use rights
 - Regulatory matters
 - Approvals required
 - Key challenges to risk allocation as per law
- b. Identify licensing, permitting and other legal risks that need to be addressed and allocated under the chosen approach.
- c. Ensuring all necessary approvals and permissions are obtained for PPP processes before commencement of RFP/RFQ process, in particular to allow the relevant Government entity to sign the related Documents and the PPP contract.
- d. Site enablement
- e. Socio-economic, safety and environmental
- f. Initial market testing

4.4.5. Section 4- Value assessment, including

- a. PPP reference
 - Technical definition of project
 - Discussion on costs (direct and indirect) and assumptions made on cost estimates
 - Discussion on revenue and assumptions made on revenue estimates
 - Discussion on proposed PPP type

- Proposed PPP project structure and sources of funding
 - Payment mechanism
 - Discussion on all model assumptions made in the construction of the model, including inflation rate, discount rate, depreciation, tax etc.
 - Summary of results from the PPP-reference model: Net present value (NPV)
- b. Risk assessment
- Comprehensive risk matrix for all project risks (The following are some of the risks that need to be considered (this is a non-exhaustive list): Technical risk ; Market Risk (i.e., demand, cost of alternate sources); Counterparty risk (especially payment risks by Debtors and Contractors); Completion risk; Operation Risk; Price and tariff risk; Political risk; Legal risks; Regulatory risk; Environmental risks; Force Majeure risks.)
 - identify the risks that the Project would face;
 - who among the stakeholders (governments, investors, and other financiers) would be negatively affected in the event of the risk materializing;
 - summary of the institution's retained and transferable risks;
 - The NPV of all retained risks to be added onto the PPP reference model.
- c. Risk-adjusted PPP-reference
- Summary of results: NPV, key indicators
 - Sensitivity analyses
 - Statement of affordability
 - Statement of value for money
 - Recommended procurement choice

4.4.6. Section 5- Economic valuation, including

- a. Introduction and evaluation approach
- b. Assumptions
- c. Valuation results
- d. Macroeconomic Impact - This should analyze the:
 - 1) revenues that would accrue to the Government through (i) GST; (ii) other local taxes (iii) corporate taxes; (iv) customs duties and excise levies on equipment and services imported/purchased; (v) guarantee on lending margins charged by Government;

- 2) impact on Governments overall debt and debt service position;
and
 - 3) employment generation, regional development, betterment of people directly affected, betterment of Indian Automotive Industry etc;
- e. Market Analysis_– Economic aspects of the target markets: demand projections; alternative options to meet the projected demand; the competitiveness of the Project for automotive sector;
 - f. Project Level Analysis_- Project cost-benefit analysis, including net present value (NPV), financial internal rate of return (FIRR) and economic internal rate of return (EIRR).

4.4.7. Section 6- Procurement plan

- 4.4.8. *Annexure 1:* Statements for information verification and sign off from each advisor to the project
- 4.4.9. *Annexure 2:* PPP reference model for each centre
- 4.4.10. *Annexure 3:* Risk assessment and comprehensive risk matrix
- 4.4.11. *Annexure 4:* Document list (list of all documents related to the project, where they are kept, and who is responsible for ensuring that they are updated)
- 4.4.12. *Annexure 5:* Attach as annexure all other documents that have informed the feasibility study and that are of decision-making relevance to the project.

4.5 Presentation of the feasibility study

The feasibility study, comprising all the above deliverables, shall be compiled in a single report in with relevant annexures and delivered as both electronic and hard copy documents. All financial models shall clearly set out all assumptions made, sensitivity analyses carried out, and model outputs. The financial models shall be sufficiently adaptable for use by others at later stages. The feasibility study shall be presented with a thorough executive summary and shall be accompanied by a presentation that encapsulates all the key features of the study. The executive summary and presentation shall be compiled in such a manner that they prove useful to NATIS's management or higher management for decision-making purposes.

4.6 **Submission requirements for the feasibility study report**

If NATIS decides to pursue a PPP solution for the Project, the feasibility study shall be of a standard that shall be acceptable by relevant authorities for the purposes of NATIS obtaining approval.

4.7 **Pre-qualification**

- a. The Consultant (Transaction Advisor) shall design and carry out a pre-qualification process with the intention of:
 - i. ensuring that NATIS 's exact interest is communicated clearly to the market
 - ii. determining the extent and nature of interest in the private sector
 - iii. pre-qualifying a competitive number of competent Bidders/ consortia in an equitable and transparent way.
- b. The desired result is that every pre-qualified bidder is capable of providing the facilities and services required by NATIS. The Consultant (Transaction Advisor) shall:
 - i. prepare all the necessary RFP documentation, including advertising material;
 - ii. help NATIS evaluate and pre-qualify bidders.

4.8 **Request for proposals (RFP)**

The Consultant (Transaction Advisor) shall prepare an RFP document in accordance with best industry practice and applicable laws and regulations, consistent with the results of the feasibility study. The RFP shall concisely set out:

- i. the output specifications of NATRiP centres
- ii. requirements for compliant bids
- iii. a risk profile as established in the feasibility study
- iv. the payment mechanism
- v. the bid process
- vi. evaluation criteria
- vii. bidder's communication systems.
- viii. Concession period

4.9 **Draft PPP Agreement**

The Consultant (Transaction Advisor) shall prepare a draft PPP agreement, in close liaison with NATIS management, implementing the risk allocation regime and using best practice to maximize competition, while

protecting NATIS's interests with a view to project implementation and manageability over the term of the project. The agreement will include all necessary annexes and subsidiary documentation, e.g. performance specification, project scope, client's requirements, technical specification, Project performance monitoring regime, code of construction practice, retention & continuity of existing staff of NATIS with protection of salary, requirements for network integration, etc.

4.10 NATIS Approval

The Consultant (Transaction Advisor) shall compile all the documentation necessary for NATIS to obtain necessary approvals to enable the procurement process to begin.

5. PPP PARTNER PROCUREMENT & HANDHOLDING RECOMMENDATIONS

5.1 If, on the basis of the feasibility study, a PPP solution is decided upon for each of the centers, and if NATIS so requires, the Consultant (Transaction Advisor) shall provide the necessary technical, legal and financial advisory support for the procurement of private partner(s) while keeping in view all elements of Legislation and all applicable regulations. They shall assist in smooth transition by the PPP operator(s) so identified during initial 2 years of PPP term

5.2 All this needs to be in accordance with the systems and standards set out for PPPs in relevant laws and regulations.

5.3 The Consultant (Transaction Advisor) shall then have to deliver the following:

5.3.1. Approval and administration of the bidding process

The Consultant (Transaction Advisor) shall prepare a complete set of procurement documents, complying with public sector procurement law, policies and guidelines, and in accordance with the Tendering systems of NATIS. The documentation shall be consistent with the results of the feasibility study and enable NATIS to obtain relevant approvals.

The Consultant (Transaction Advisor) shall also give NATIS all the necessary drafting, bidder communication and administrative support necessary for the entire procurement process to be conducted in accordance with law and policy, and to the highest standards of efficiency, quality and integrity.

5.3.2. Detailed procurement plan

The transaction adviser shall design a complete procurement plan and process, based on applicable procurement requirements, including

- a. Advice on mechanisms to maximize competition while avoiding unrealistic bids and project vulnerability from overly aggressive bidding.
- b. Technical review, including
 - i. review of general functional/technical solutions,
 - ii. assessment of the estimated capital and operating costs
 - iii. review the proposals and compare them with current best practice, highlighting areas where the proposed solutions will increase risk (and therefore price) and making suggestions for changes in current proposals.
 - iv. capacity of the site, and appropriateness for the technology and performance required of the Project,
 - v. management and construction management constraints etc.
 - vi. service levels and operating costs
 - vii. review of project data, including ground conditions.
 - viii. review of capital cost estimates from feasibility study, benchmarking against out turn costs /published cost estimate data on other projects.
 - ix. review of operability of scheme in relation to technical specification, infrastructure, off-take demand and required levels of output, availability and safety.
- c. Designing pre-qualification and bidding procedures
- d. Designing key aspects of the RFP/RFQ procedure, for example deciding whether and to what extent to accept variant and non-conforming bids, how many bidders shall bid before the process is valid, what rules to set in relation to the assessment of bids (scoring regimes, timing of bids and rejecting of excessively low bids) and how to maximize competition without sacrificing quality of bids while keeping in view the General Financial Rules (GFR) 2017
- e. Outlining RFP/RFQ Documentation
- f. Outlining the PPP contract (including all annexes) that implements the chosen PPP approach:
 - i. applying the risk matrix developed during the feasibility study, but updated to address all project issues and market context,
 - ii. developing and implementing a detailed financial model and developing the contract to fit the requirements of the suitable model,
 - iii. explaining to NATIS whether and to what extent certain provisions could be amended without disturbing the key risk allocation goals of NATRiP,

- iv. Providing advice on structuring of debt instruments if required by PPP operator their drafting, negotiation and implementation (e.g. setting up trusts and escrow accounts, arrangements with security sharing and management and other aspects of financial management and ensuring compliance with financial covenants).
- g. All advice compliant with applicable law and considering any constraints or opportunities associated with applicable law.
- h. A 2 day ‘workshop’ with Government and NATIS officials to discuss policy decisions and risk transfer issues, followed by 1 further more extensive ‘workshop’ to agree final project design.

5.3.3. Bid evaluation criteria and bid process design

The Consultant (Transaction Advisor) shall:

- i. set up a bid evaluation system and criteria;
- ii. design a suitable bid process that will ensure comparable bids;
- iii. devise effective systems for communicating with bidders; and
- iv. inspire market confidence.

5.3.4. Administration of the bidding process

The Consultant (Transaction Advisor) shall provide all necessary administrative support to NATIS for the efficient and professional management of the bidding process. This includes managing a data room and dissemination of project data to bidders, facilitating structured engagement between NATIS and bidders, helping NATIS communicate effectively with bidders, including responding to bidder queries, managing bidder conferences and responding to communications with bidders to manage Government liabilities, and receiving bids.

5.4 Evaluation of bids, demonstrating value for money

5.4.1. Evaluation of bids

The PMC of NATIS, assisted by the Consultant (Transaction Advisor), shall evaluate the bids.

5.4.2. The value-for-money report and approval

The results of the bidding and evaluation of bids shall be presented in a single value-for-money report (with relevant annexes) that demonstrates clearly how value for money will be achieved with the preferred bidder. The report shall clearly indicate the preferred and second-ranked bidders and provide motivations.

The value-for-money report shall be in a suitable format and of a suitable standard for NATIS to get necessary approvals.

5.5 **PPP agreement negotiations, PPP agreement management plan**

5.5.1. The Consultant (Transaction Advisor) shall assist NATIS in final negotiations with the preferred bidder. This shall involve

- a. preparing suitable negotiations teams,
- b. categorizing issues appropriately, developing timelines for completion,
- c. planning negotiation tactics,
- d. reviewing proposed sub-contracts, in particular with the construction contractor and operator (wherever applicable), to the extent forms of these contracts have not been included in the PPP contract or the RFP/RFQ Documents,
- e. advising on proposed changes to the agreed sub-contracts,
- f. review of preferred bidder satisfaction of the conditions precedent to the PPP contract, often including the validity of licenses and permissions obtained by the preferred bidder, formation of corporate vehicles in the form required, award of the project financing, and implementation of the commercial requirements for performance of the project,
- g. relationship with second and third place bidders, including managing bid bonds and on-going discussions to prepare for the eventual withdrawal of the preferred bidder,
- h. retention & continuity of existing staff of NATIS with protection of salary & emoluments,
- i. processes for reaching agreement,
- j. the above shall normally involve a second set of negotiations with the lenders arguing similar points as those raised by the preferred bidder during the EOI process and new issues often focused on financial covenants and protections. This may involve extended discussions of Government financial participation to protect the lenders from specific risks. The legal service providers should be involved in these discussions,
- k. review and negotiation of the financial documentation which shall often have a direct effect on the rights and obligations of the Government,
- l. legal opinion that transaction is binding on its terms,
- m. legal opinion on security and financial management structure, and
- n. legal opinion on revenue structure and current regulatory mechanism.

5.5.2. The Consultant (Transaction Advisor) shall ensure that all agreements reached are incorporated into all the financial, commercial and legal

documentation, and shall assist with drafting the necessary and related correspondence.

- 5.5.3. The final terms of the agreement, each as negotiated with the preferred bidder, shall be submitted by NATIS, along with the PPP agreement management plan for the Project, for approval. The Consultant (Transaction Advisor) shall be responsible for compiling the necessary submissions for NATIS to obtain this approval, including ensuring that a comprehensive legal due diligence of the accounting officer/ authority has been completed. This shall relate to legal compliance, competence and capacity to enter into the PPP agreement.

5.6 PPP agreement signature, close-out report and case study, and award

- 5.6.1. The Consultant (Transaction Advisor) shall help NATIS with all functions related to signing the final agreement with the PPP operator(s) through award. The Consultant (Transaction Advisor) shall also compile a comprehensive close-out report and case study and shall incorporate any additional factors that may be required by NATIS. The close-out report shall be a confidential document of NATIS. The case study shall become a public document, made available on various government websites.
- 5.6.2. The Consultant (Transaction Advisor) shall, in close liaison with NATIS, draft a comprehensive PPP management plan for NATRiP Centres, in accordance with the provisions of the PPP agreement, to help NATIS in the management of the Project and its risks, rights and obligations after award. The management plan shall be delivered no later than 20 days before award. This shall be followed by preferably a 5 day ‘workshop’ with NATIS project team to discuss project implementation and management of NATIS rights and obligations over the term of the Project, followed by another ‘workshop’ as follow-up.
- 5.6.3. Award signifies that all the procurement deliverables have been successfully completed, and that the Consultant (Transaction Advisor)'s work is finished, if applicable.
- 5.6.4. The Consultant (Transaction Advisor) shall continue to assist NATIS in overseeing the operation of the PPP operator for the next 2 years from the date of appointment of PPP operator and anticipate and advise on issues that may arise during these initial years of the term of operation.

6. CONSULTANT (TRANSACTION ADVISOR) SKILL, EXPERIENCE, REMUNERATION AND MANAGEMENT BY NATIS

6.1 Necessary skills and experience of Consultant (Transaction Advisor)

- 6.1.1. The Consultant (Transaction Advisor) shall necessarily be a legal entity, preferably in the form of Private/ Public company and shall comprise a

team, managed by a single lead advisor. The members of the team shall have the skill and experience preferably in automotive sector necessary to undertake the range of tasks set out herein. Each individual on the team assigned on this consultation shall be personally available to do the work as and when required. The lead advisor shall be held accountable, in terms of the Consultant (Transaction Advisor) contract, for ensuring project deliverables and for the professional conduct and integrity of the team.

6.1.2. The skills and experience required in the Consultant (Transaction Advisor) team are as follows:

- a. financial analysis, with relevant PPP and project finance experience, overseeing operations by PPP operator(s).
- b. PPP procurement and structuring
- c. legal, with relevant law and experience in the drafting and negotiating of PPP agreements
- d. technical due diligence and advice on PPP structuring and contracts
- e. Project planning management
- f. Project facilities management
- g. Preferably relevant expertise in automotive sector specially in testing and certification
- h. negotiations
- i. contract management
- j. Project management

6.2 **Minimum Eligibility Criteria (MEC)**

6.2.1. The bidding entity should be valid legal entity.

6.2.2. The bidding entity should have been in existence for the past 5 years.

6.2.3. The Bidders should have minimum revenue of at least Rs. 500Cr during each of the last 3 financial years.

6.2.4. The Bidder should not have been convicted by any court of law.

6.2.5. The Bidder should not have a clear Conflict of Interest

6.3 **Techno-Commercial Evaluation Criteria**

6.3.1. The bidder should be a reputed professional consulting firm (including Financial Institution) having experience of at least 5 years in providing advisory services for PPP mode operation or strategic sale or Merger & Acquisition activities.

- 6.3.2. Bidders should have advised, handled and successfully completed at least 1 (one) similar transaction in the last 5 years on PPP mode operation or strategic sale or Merger & Acquisition activities. Weightage shall be given to advisory services rendered in similar transactions in the last 10 years.
- 6.3.3. Bidders may have on-going projects where they may be advising or handling similar transaction(s) on PPP mode operation or strategic sale or Merger & Acquisition activities.
- 6.3.4. The bidder should place a composite deal team consisting of experts' inter-alia with at least 10 years of current experience in Management consultancy, finance, legal and automotive sectors.
- 6.3.5. The bidder should place the Support team i.e., other professionals for back-up support of the deal team
- 6.3.6. Local Presence: Bidder shall provide the details of commitments in India, funds deployed, period of operations, manpower, office and other infrastructure.
- 6.3.7. Sector expertise: Bidder shall indicate work done in the similar sector i.e. Auto Industry.

6.4 Remuneration schedule and disbursement arrangements (Payment Terms)

The following remuneration schedule is set for each part of the contract. Bidders should adhere to these in their bids, within the total budget given. Deliverables completed as per the remuneration schedule shall be approved by NATIS, after which invoices may be submitted for payment as per the remuneration schedule. NATIS shall pay within 30 days of receiving the approved invoice.

The fee schedule (form f of financial bid) to be filled by the bidders/Consultants (in a separate sealed packets) in a two bid system under the EOI process.

Deliverables	Payment Schedule as % of quoted amount in form f	Site	Milestones Target Date D – Date of issue of LOA to selected consultant
Feasibility study, draft submitted to NATIS	10%	All Centres	D + 3 Months
Feasibility study, final version submitted to NATIS	10%	All Centres	D + 6 Months
Preparation of RFP document and contract		ICAT	D + 7 Months
		GARC	

agreement	20%	NATRAX	
		SILCHAR	
Pre-qualification & evaluation of bidders for PPP	10%	ICAT	D + 8 Months
		GARC	
		NATRAX	
		SILCHAR	
Floating of RFP & Evaluation Report submission	10%	ICAT	D + 9 Months
		GARC	
		NATRAX	
		SILCHAR	
Award of work to PPP operator	10%	ICAT	D + 12 Months
		GARC	
		NATRAX	
		SILCHAR	
Assisting for successful 1 year completion of transaction by the PPP operator	15%	ICAT	D + 24 Months
		GARC	
		NATRAX	
		SILCHAR	
Assisting for successful 2 year completion of transition by the PPP operator	15%	ICAT	D + 36 Months
		GARC	
		NATRAX	
		SILCHAR	
Total	100%		

Note: It may be noted that during execution, the completion of deliverables with achievement of milestones given above shall determine the prorata amount which becomes billable.

6.5 Management of Consultant (Transaction Advisor) by NATIS

6.5.1. On behalf of NATIS, a procurement officer shall oversee the process of identification of Consultant (Transaction Advisor) through Expression of Interest process and can be contacted at:

Sh. Anuraj P.B
Project Officer (Procurement),

National Automotive Testing and R & D Infrastructure Project
(NATRiP),
NBCC Place, South Tower, 3rd Floor,
Bhishma Pitamah Marg, Pragati Vihar, Lodhi Road.
New Delhi - 110003

Tel : + 91-11-49215555
Fax : +91-11-24369333
Email id : anuraj.p@natrip.in;

- 6.5.2. The Consultant (Transaction Advisor) shall be engaged by NATIS. Subsequent to the award of work, a Project Monitoring Committee (PMC) shall be nominated by NATIS, who shall engage regularly with the Consultant (Transaction Advisor) for efficiently completing the various delivery items. The PMC shall be responsible for all coordination between NATRiP, Consultant (Transaction Advisor) and Government. Meetings between PMC and the Consultant (Transaction Advisor) shall take place at least once in a month, or as deemed necessary by NATIS.
- 6.5.3. The PMC shall confirm that the Consultant (Transaction Advisor) has satisfactorily completed each deliverable before invoices can be submitted to NATRiP for payment.
- 6.5.4. Within 7 working days of the signing of the contract, the Consultant (Transaction Advisor) shall submit an Inception Report giving a detailed work plan and assignments for each individual in the team. The Consultant (Transaction Advisor) shall submit Interim Reports every two weeks describing progress of work, updated work schedule, and any key constraints encountered by the Consultant (Transaction Advisor) in the performance of the activities.

Covering Letter for Submission of Bids

[To be Executed on the Letter Head of the Bidder]

[Location, Date]

To: The Procurement Officer
NATRiP Implementation Society
NBCC PLACE, South Tower, 3rd Floor, Bhishma Pitamah Marg,
Pragati Vihar, Lodhi Road,
New Delhi 110003 - India

Dear Sir,

We are authorised by the Board of Directors/ Board of Governors/ Partners/ Managing Director/----- (fill appropriate authority at top management) to submit bid on behalf of _____ (Name of Entity) (Copy of Authorisation enclosed at Enclosure I).

We the undersigned, offer our bids in response to your EOI No. _____ dated _____. We are hereby submitting our Bids, which includes this Techno-commercial Bid and a Financial Bid sealed in separate envelopes.

Our Bids are valid for a period of **120 days** (quote if validity is more than 120 days) from the date of opening of Techno-commercial bid.

We hereby declare that all the information and statements made in these Bids are true and complete in all respects and are as per the guidelines laid down in the EOI document. We understand that any information which is found false or not as per the guidelines and terms & conditions of the EOI document may lead to our disqualification.

We further declare that our Techno-commercial Bid contains Earnest Money Deposit in form of Demand Draft/Bank Guarantee No. _____, dated _____, for Indian Rupees _____ Only (to be filled in words), Rs. _____/ (to be filled in figures), drawn on _____ (Name & branch of scheduled bank), in favour of "NATRiP Implementation Society", payable at New Delhi, India.

The following information is submitted in the sealed envelopm marked as 'Techno-commercial Bid':

Documents	Two Hard Copies (Original + Duplicate)	Soft Copy
Covering Letter of Techno-commercial bid	Duly filled, duly stamped and signed	Scanned PDF
EOI Document floated by NATIS	Fully printed and duly signed and stamped at each page in token of acceptance	Scanned PDF
Form a) Letter for Submission of Techno-commercial Bid	Duly filled, stamped and signed	Scanned PDF
Form b) Letter of Undertaking	Duly filled, stamped and signed	Scanned PDF
Form c) Performance Bank Gurantee form and form of Demand	Blank, stamped and signed	Scanned PDF
Form d) References	Duly filled, stamped and signed	Scanned PDF
Form e) Bidder's Organisation, Company Profile and partners	Duly filled, stamped and signed	Scanned PDF

Form f) Financial Bid	Not showing any price, duly stamped and signed	Scanned PDF
Form g) format for deal team	Duly filled, stamped and signed	Scanned PDF
Form h) Techno-commercial Particulars	Duly filled, stamped and signed	Scanned PDF
Form i) format of unconditional bid	Duly filled, stamped and signed	Scanned PDF
Form j) Affidavit	Duly filled, stamped and signed	Scanned PDF
Appendix A	Duly filled, stamped and signed	Scanned PDF
Appendix B	Duly filled, stamped and signed	Scanned PDF

*All enclosures with each form/appendix have been checked & enclosed.

The following information is submitted in the sealed envelopm marked as 'Financial Bid':

Documents	Two Hard Copies (Original + Duplicate)	Soft Copy
Covering Letter of Form f)	Duly filled, duly stamped and signed	Scanned PDF
Form f) Financial Bid	Duly filled, duly stamped and signed	Scanned PDF of signed copies & Excel sheets wherever felt helpful

*All enclosures with each form/appendix have been checked & enclosed.

We have signed all the original docuements in blue Ink.

We undertake that if our Bids are accepted, we will be committed to give services as per the scope of work given in the EOI Document and the terms and conditions agreed mutually.

If negotiations are held during the period of validity of the Bid, we undertake that our Bid will be binding upon us and will be subject to the modifications resulting from such negotiations.

We understand NATIS is not bound to accept any Bid that it receives from us.

Yours sincerely,

Signature of Authorized Signatory [*In full*]: _____

Signature of Authorized Signatory [*In initials*]: _____

Name and Title of Signatory: _____

Name of Entity: _____

Address of Entity: _____

Enclosed: Enclosure I
 Sealed envelop of techno-commercial bid
 Sealed envelop of financial bid

Form a) Letter for Submission of Techno-commercial Bid

[To be Executed on the Letter Head of the Bidder]

[Location, Date]

To: The Procurement Officer
NATRIIP Implementation Society
NBCC PLACE, South Tower, 3rd Floor, Bhishma Pitamah Marg,
Pragati Vihar, Lodhi Road,
New Delhi 110003 - India

Dear Sir,

We the undersigned, offer our Techno-commercial Bid in response to your EOI No. _____ dated _____.

Our Bid is valid for a period of **120 days** (quote if validity is more than 120 days) from the date of opening of Techno-commercial bid.

We hereby declare that all the information and statements made in this Bid are true and complete in all respects and are as per the guidelines laid down in the EOI document. We understand that any information which is found false or is not as per the guidelines and terms & conditions of the EOI document may lead to our disqualification.

We further declare that our Techno-commercial Bid contains Earnest Money Deposit in form of Demand Draft/Bank Gaurantee No. _____, dated _____, for Indian Rupees _____ Only (to be filled in words), Rs. _____/_ (to be filled in figures), drawn on _____ (Name & branch of scheduled bank), in favour of "NATRIIP Implementation Society", payable at New Delhi, India.

We undertake that if our Bid is accepted, we will be committed to give services as per the scope of work as per the terms and conditions agreed mutually.

If negotiations are held during the period of validity of the Bid, we undertake that our Bid will be binding upon us and will be subject to the modifications resulting from Contract negotiations.

We understand NATIS is not bound to accept this bid.

Yours sincerely,

Signature of Authorized Signatory [*In full*]: _____

Name and Title of Signatory: _____

Name of Entity: _____

Address of Entity: _____

FORM b) LETTER OF UNDERTAKING

[On the letterhead of the Bidder]

LETTER OF UNDERTAKING

[Location, Date]

National Automotive Testing and R&D Infrastructure Project
NBCC Place, South Tower, 3rd Floor,
Bhishma Pitamah Marg, Pragati Vihar
Lodhi Road, New Delhi - 110003

Re: EOI No. _____

We acknowledge that the documents for EOI under reference issued to us are confidential and we hereby undertake and agree as follows:

1. **“Confidential Information”** means the EOI documents and everything contained therein, all documentation, data, particulars of the works and technical or commercial information made by (or on behalf of) NATIS or obtained directly or indirectly from NATIS or its representatives by us or which is generated by us or any information or data that we receive or have access to, as a result of the EOI, as being confidential information of NATIS, provided that such term does not include information that (a) was publicly known or otherwise known to us prior to the time of such disclosure, (b) subsequently becomes publicly known through no act or omission by us or any person acting on our behalf.
2. We shall maintain the confidentiality of Confidential Information in accordance with procedures adopted by us in good faith to protect confidential information of third parties delivered to us, provided that we may deliver or disclose Confidential Information to the our authorized representatives who agree to hold confidential the Confidential Information substantially in accordance with the terms of this Undertaking.
3. We shall not at any time whatsoever:
 - (i) Disclose, in whole or in part, any Confidential Information received directly or indirectly from the NATIS to any third party.
 - (ii) Reproduce, publish, transmit, translate, modify, compile or otherwise transfer the Confidential Information.
4. In case our bid is not accepted and immediately upon the acceptance of the bid of any of the other Bidder, we shall:
 - (i) Return all Confidential Information including without limitation, all originals, copies, reproductions and summaries of Confidential Information; and

- (ii) Destroy all copies of Confidential Information in our possession, power or control, which are present on magnetic media, optical disk or other storage device, in a manner that ensures that the Confidential Information is rendered unrecoverable.
- 5. We shall certify to NATIS that we have returned or destroyed such Confidential Information to NATIS within two (2) days of such a request being made by NATIS.

Name of Bidder

Signature of Authorised Representative

Form c) Performance Bank Guarantee

(To be executed on non Judicial stamped paper of an appropriate value)

NATRIIP Implementation Society (“**NATIS**”) an autonomous body under Ministry of Heavy Industry and Public Enterprises, Government of India having its corporate office at NBCC PLACE, South Tower, 3rd Floor, Bhishma Pitamah Marg, New Delhi – 110 003 (hereinafter referred to as “**The Owner**” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) and having their registered office at 124, Udyog Bhawan, New Delhi - 110011, has executed a contract on [Please insert date of execution of Contract] (“**Contract**”) with [insert name of the Successful Bidder] (hereinafter referred to as the “**Consultant (Transaction Advisor)**” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and implementation of the Works (“**Works**” shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [insert reference number of the Tender Documents] dated [insert date of issue of Tender Documents] and various other documents forming part thereof.

WHEREAS one of the conditions of the Contract is that the Consultant (Transaction Advisor) shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at New Delhi for an amount equal to 10% (ten percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “**Guaranteed Amount**”) against due and faithful performance of the Contract, including the performance bank guarantee obligation and other obligations of the Consultant for the services made and the Works being performed and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the contract Period including any extension thereof.

AND WHEREAS the Consultant (Transaction Advisor) has approached [insert the name of the scheduled bank] (here in after referred to as the “**Bank**”) having its registered office at [insert the address].....and at the request of the Consultant (Transaction Advisor) and in consideration of the promises made by the Consultant (Transaction Advisor), the Bank has agreed to give such guarantee as hereunder:-

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Consultant (Transaction Advisor) merely on a demand in the form set out in Appendix I (“**Demand**”) from the Owner. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount.
- (ii) However, the Bank’s liability under this bank guarantee shall be restricted to an amount not exceeding [figure of Guaranteed Amount to be inserted here] only).

- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the Consultant (Transaction Advisor) which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Consultant (Transaction Advisor) and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Consultant (Transaction Advisor) but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is affected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.

NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Contract Period. Unless a Demand under this bank guarantee is filed against the Bank within 1 (one) year from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder. However, if the Consultant (Transaction Advisor)'s obligations against which this bank guarantee is given, are not completed or fully performed by the Consultant (Transaction Advisor) within the period prescribed under the Contract, the Bank hereby agrees to further extend the bank guarantee for further periods of six months each till the Consultant (Transaction Advisor) fulfills its obligations under the Contract.

We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [*date of power of attorney to be inserted*].....granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank.

APPENDIX 1

Form of Demand

[To the issuing Bank]

Dear Sirs

The Contract between NATRIp Implementation Society (NATIS) and [*Please insert the name of the Successful Bidder*]

Bank Guarantee No. ***** (“the Bank Guarantee”)

We refer to the above Contract and Bank Guarantee. Terms defined in the Bank Guarantee shall have the same meaning when used herein.

In accordance with the terms of the Bank Guarantee, we require payment by you of the sum of Rs. [*****] (***) Rupees) to the following account:

Account Number: [] with [] Bank, [] Branch, Sort Code [].

Yours sincerely,

[Signed by
[]
for and on behalf of
NATIS

Form d) References

We hereby submit references from our clients (presented in separate tables for consultancy works already completed with them and consultancy works ongoing) in fulfillment of requirement given in para 6.3.2. of Terms of Reference-

“Bidders should have advised, handled and successfully completed at least 1 (one) similar transaction in the last 5 years on PPP mode operation or strategic sale or Merger & Acquisition activities.”

<i>S. No.</i>	<i>Name Of Client Organisation with complete address</i>	<i>Year(s) during which Service rendered</i>	<i>Nature of service rendered</i>	<i>Details of bidders Role in the service rendered</i>	<i>Name and Contact Details of top management of client Organisation associated with the said service</i>
1					

Note :

1. All documents in support of each of the above entries is enclosed.
2. The contact details of the clients are current.

Enclosed: As above

Form e) Profile of Bidder's Organisation including Partners/Associates/Affiliates

1.1 Entity Information

a) Name of Entity	
b) Registered address (in full)	
c) Other addresses to be given in separate rows (Address of Principals, if based outside India; correspondence address in India, etc.)	
d) Details of registration (In case the company/Entity is registered outside India, complete details of registration of that country), Enclose copies of relevant documents	
i) Date incorporated	
ii) Where incorporated (complete address)	
iii) Parent corporation or company/Entity (if applicable)	
iv) Constitution (Company/ Partnership/ LLP/ Society etc)	
v) Details of Subsidiaries (if applicable)	
e) Principal place of business	
f) Website(s)	
g) Contact number(s)	
h) Facsimile number(s)	
i) Company/Entity Email ID for communication regarding this Bid	
j) Brief description of company's principal activities in relation to the scope of work given in EOI Document (Use separate sheets as required)	
k) Has your company ever been black listed or work terminated for default by any of the Departments of Government of India, State Government, Public Sector Undertaking, Local Bodies of India or Foreign Governments. Enclose copies of relevant documents	

1.2 Organisation Structure

1.2.1. *Please provide the Organization Chart showing company structure including responsibilities of key personnel.*

1.2.2. *Please provide a statement about the total number of employees with their skill sets.*

1.3 Financial Information

1.3.1 Details of revenue earned in the last 3 years.

Financial Years	2014-15	2015-16	2016-17
Annual Revenue			
Net Profit (% of Annual Turnover)			

The unit & currency used in the above may be clearly indicated. The same may also be indicated in INR using RBI's conversion rate of the currency as available on the closing date of the relevant financial year.

1.3.2 Statuary Details:

PAN	
TAN	
GSTIN	
Any other	

1.4 Details of arrangements with experts outside the entity

Please provide details of such firm agreements, MOUs, contracts, etc. concluded by the bidder with Experts outside their entity for the purpose of this bid.



**NATIONAL AUTOMOTIVE TESTING AND
R&D INFRASTRUCTURE PROJECT**

EOI DOCUMENTS FOR

To suggest NATIS the suitability of PPP models in each of its centres, ICAT-MANESAR, GARC-CHENNAI, NATRAX-INDORE & NIAIMT-SILCHAR and to prepare RFP document and facilitate the process of finalization of PPP partner(s) and ensure smooth transition in the first two years of PPP term.

EOI NO: NAT/HQ/PPP/17/01

FINANCIAL BID

NATRIP Implementation Society

Corporate Office: NATRP Implementation Society, NBCC Place, South Tower, 3rd Floor, Bhishma Pitamah Marg, Pragati Vihar, Lodhi Road, New Delhi- 110003.

- *Ph: +91-11-2436 8222, Fax: +91-11-2436 9333, e-mail: anuraj.p@natrip.in, anuj.kumar@natrip.in Website: www.natrip.in*

Form f) Form of Financial Bid

(To be Executed on Letterhead of the Bidder)

[Location, Date]

To: The Procurement Officer
NATRIP Implementation Society
NBCC PLACE, South Tower, 3rd Floor, Bhishma Pitamah Marg,
Pragati Vihar, Lodhi Road,
India

Dear Sir,

We, the undersigned, offer to provide the services of Consultant (Transaction Advisor) in accordance with your EOI No. _____, dated _____ and our Techno-Commercial Bid placed in a separate sealed envelope. Our attached Financial Bid includes the price in the format for financial bid provided as part of EOI documents. The total price of our offer is _____(in currency & words) and _____ (in currency figures) and includes all the deliverables under this tender as per our Techno-Commercial Bid.

We hereby declare that all the information and statements made in this Bid are true and complete in all respects and are as per the guidelines and terms & conditions laid down in the EOI document. We further understand that any information which is found false or is not as per the guidelines and terms & conditions of the EOI document may lead to our disqualification.

Our Bid is valid for a period of **120 days** (quote if validity is more than 120 days) from the date of opening of Techno-commercial bid.

Our Financial Bid shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiry of the validity period of the Bid.

We understand NATIS has right to accept or reject our Bid as per its discretion.

Yours sincerely,

Signature of Authorized Signatory [In full]: _____

Name and Title of Signatory: _____

Name of Entity: _____

Address of Entity: _____

[Note : To be signed in blue ink]

Enclosed: Financial Bid

Form f) Form of Financial Bid

Sl. No	Description	Amount (in currency & figures)	Amount (in currency & words)
a)	All inclusive charges to suggest to NATIS the suitability of PPP models in each of its centres, as specified below and to prepare RFP document and facilitate the process of finalization of PPP operator(s) and ensure smooth transition in the first two years of PPP term.		
	ICAT-Manesar		
	GARC-Chennai		
	NATRAX-Indore		
	NIAIMT-Silchar		
	Total		
b)	Details of Applicable Taxes		
	Grand Total		

Note:

1. In case of mismatch in number and the words quoted; the words will be taken as correct for all purposes.
2. It is mandatory to quote for all the centres mentioned above.
3. The evaluation of Financial Bids shall be done on the quotes provided at S.No. a) above without taxes.
4. It may be noted that during execution, the completion of deliverables with achievement of milestones given in Para 6.4 of Annexure I Terms of Reference shall determine the prorata amount which becomes billable.
5. NATIS reserves its right to accept or reject this bid in part or full.

Seal with signatures of authorized signatory of the Bidder

Form g) Format for Deal team

We hereby submit the details of members who would be assigned to the deal team that will carry out the Work on our behalf in fulfillment of requirements given in para 6.3.4. and 6.3.5 of Terms of Reference-

6.3.4 *The bidder should place a composite deal team consisting of experts' inter-alia with at least 10 years of current experience in Management consultancy, finance, legal and automotive sectors.*

6.3.5 *The bidder should place the Support team i.e., other professionals for back-up support of the deal team.*

Certified that the team of experts would comprise of the following:

S.No.	Name	Expert in the field of	Qualifications	Experience	Remarks
1					

Note: CVs of each member shall be mandatorily enclosed as supporting document.

Certified that the support team would comprise of the following:

S.No.	Name of support area	Number of personnel deployed	Minimum Qualifications	Experience (Range of years)	Remarks
1					

Note: Bidder may enclose extra sheets to give details if required.

Seal with Signature of the authorized signatory of the bidder

Enclosed: As above

Form h) Techno commercial Particulars

1	Name of Bidder	
2	Confirmation regarding meeting the minimum eligibility criteria (attach supporting documents)	
a)	6.2.1. The bidding entity should be valid legal entity.	
b)	6.2.2. The bidding entity should have been in existence for the past 5 years.	
c)	6.2.3. The Bidders should have minimum revenue of at least Rs. 500Cr during each of the last 3 financial years.	
3	Confirmation regarding meeting Techno-commercial evaluation criteria (attach supporting documents)	
a)	6.3.1. The bidder should be a reputed professional consulting firm having experience of at least 5 years in providing advisory services for PPP mode operation or strategic sale or Merger & Acquisition activities.	
b)	6.3.2. Bidders should have advised, handled and successfully completed at least 1 (one) similar transaction in the last 5 years on PPP mode operation or strategic sale or Merger & Acquisition activities. Weightage shall be given to advisory services rendered in similar transactions in the last 10 years.	
c)	6.3.3. Bidders may have on-going projects where they may be advising or handling similar transaction(s) on PPP mode operation or strategic sale or Merger & Acquisition activities.	
d)	6.3.4. The bidder should place a composite deal team consisting of experts' inter-alia with at least 10 years of current experience in Management consultancy, finance, legal and automotive sectors.	
e)	6.3.5. The bidder should place the Support team i.e., other professionals for back-up support of the deal team	
f)	6.3.6. Local Presence: Bidder shall provide the details of commitments in India, funds deployed, period of operations, manpower, office and other infrastructure.	
g)	6.3.7. Sector expertise: Bidder shall indicate work done in the similar sector i.e. Auto Industry.	

4	Any other information the bidder may desire to furnish	
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Verified that to the best of our knowledge and belief all the above information is correct and nothing has been concealed.

Seal with Signature of the authorized signatory of the bidder

Enclosed: As above (Please List)

Form i) Format of Unconditional bid

To whomsoever it may concern

This is to certify that the charges quoted by us in the financial bid of EOI. No. _____ dated _____ for suggesting NATIS the suitability of PPP models in each of its centres, ICAT-MANESAR, GARC-CHENNAI, NATRAX-INDORE & NIAIMT-SILCHAR and to prepare RFP document and facilitate the process of finalization of PPP operator(s) and ensure smooth transition in the first two years of PPP term is in accordance with the terms and conditions laid down in the EOI document of NATIS and is unconditional.

Seal with signatures of authorized signatory of
the Bidder

Form j) Affidavit

We, the undersigned (“**Bidder**”) are submitting our bid in respect of the EOI No _____, Dated _____ (“**Bid**”) issued by NATIS in relation to suggesting NATIS the suitability of PPP models in each of its centres, ICAT-MANESAR, GARC-CHENNAI, NATRAX-INDORE & NIAIMT-SILCHAR and to prepare RFP document and facilitate the process of finalization of PPP operator(s) and ensure smooth transition in the first two years of PPP term and in this connection we hereby solemnly affirm, declare and undertake as follows:

- (1) Details of the Bidder as disclosed in **Form e**) enclosed herewith are true and correct as on date.
- (2) There has been no conviction by any court of law or indictment/adverse order by any statutory or regulatory authority for a Grave Offence against us or any of our affiliates.
- (3) We further declare that (as applicable, indicate clearly)
 - a) No enquiry/ investigations for any Grave offence is pending against us or any of our Indian affiliates including directors, managers and/or other senior managerial personnel by any regulatory authority and/or government agency.
 - b) The details of enquiry/investigations for offenses pending against us/our Affiliates including our directors, managers and/or other Senior Managerial Personnel by any regulatory authority and/or government agency are disclosed in **Appendix-A** enclosed herewith.
- (4) There are no Conflict of Interest with respect to the Proposed Work as on date.
- (5) During the tenure of our engagement for the Proposed Work, we shall keep the Government/NATIS informed, without delay, of any situations, circumstances, relationships, possible source or potential areas of Conflict of Interest in the format enclosed as **Appendix-B** herewith and we shall not take up work in relation to any such assignment without obtaining prior approval of the Government/NATIS and granting of such approval shall be the sole discretion of Government/ NATIS and shall be binding on us.
- (6) We ourselves and/or for/with or in association with or on behalf of or through any other Entity, shall not take up any Consultancy 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 NATIS during the term of our engagement in respect of the Proposed Transaction without prior written approval of the Government/NATIS and granting of such approval shall be the sole discretion of Government/NATIS and shall be binding on us.

- (7) During the term of our engagement we shall ensure and continue to exercise adequate due diligence for identifying and removing any areas, source, situations and circumstances of conflict of interest and mitigating their effects to the satisfaction of the Government/NATIS, in case any such Conflict of interest (or apparent conflict of interest) arises or results in relation to the Proposed Work.
- (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/NATIS would be entitled to initiate appropriate actions to eliminate or address or mitigate or neutralize the conflict through or by restricting or modifying the Work to be performed by us in respect of the Proposed Work. Government/ NATIS may also terminate our engagement for the Proposed Work, in whole or in part, if such termination is absolutely necessary in view of the Government/ NATIS to avoid the appearance of a Conflict of Interest.
 - (ii) the Government/ NATIS would be entitled to terminate our appointment if any of 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 engagement as Consultant (Transaction Advisor), either we including our or any of our Affiliates 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 accept disqualification on this ground alone from continuing as Consultant (Transaction Advisor) to the Government/ NATIS and shall be bound to inform Govt./NATIS without any delay and shall voluntarily withdraw from the Proposed Work failing which the Government/ NATIS 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. **Conflict of Interest:** Conflict of interest in relation to the Proposed Work shall without limitation be deemed to exist or have arisen if:
 - (i) The Consultant (Transaction 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, adversely affects the interest of the Government/ NATIS or any such activity/association which impairs or may impair their ability to render fair, impartial, technically sound and objective assistance or advice, or unbiased services or may result in it being given an unfair competitive advantage to any other person.
 - (ii) The Consultant (Transaction 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, adversely affects the interest of the Government/NATIS.
 - (iii) In relation to identifying suitable PPP by the Government of India/NATIS, the Consultant (Transaction Advisor) has taken up engagement with prospective private partner for such funding and/ or operation or their affiliates.
 - (iv) Any other situation, possible source or potential areas of interests which may impair Consultant (Transaction Advisor)’s ability to render fair, impartial, technically sound, and objective assistance or advice, or unbiased services on in conflict of their professional duties towards Government/NATIS in respect of the Proposed Transaction or result in it being giving an unfair competitive advantage to any other person.

3. **Competitor** of NATIS means an Entity in India that is engaged in the business substantially similar to the business of NATRIP or its centres. The Business of such entity shall be deemed to be substantially similar to the business of NATRIP or its centres if turnover or profit of such Entity from the business activity(ies) in which NATRIP is engaged, exceeds 33% of the its total turnover or profit (in any of the last three years).

4. **Grave Offence** means offences of such nature that it materially affects the reputation, business or operations adversely outrages the moral sense of the community and such other offences which may be considered by the Government/NATIS as grave on case to case basis after considering the facts and relevant legal principles.

5. **Senior Managerial Personnel** would mean to include managing director, company secretary, chief executive officer, chief financial officer or persons having equivalent top management positions and all such other employees of the Entity who are members of its core management team including Board of Directors comprising all members of management one level below

the executive directors and include the functional heads by whatever designation addressed.

6. **Affiliates** in relation to the Consultant (Transaction Advisor), would mean to include any Entity which may or may not be involved in this EOI process but which renders specialised services to the Consultant (Transaction Advisor) in carrying out the Work or is associated with the entity participating in this EOI process and can give rise to a situation causing conflict of interest in future.

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

Appendix A

Details of pending enquiry/ investigations against the Bidder /its Affiliates including their Directors, Managers and/or other Senior Managerial Personnel by any regulatory authority and/or government agency

S. No	Name of the Bidder /Its affiliates/concerned person(s) against whom the enquiry/investigation has been initiated	Relationship 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

Seal with Signature of the authorized signatory of the bidder

Appendix B

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

S. N o	Name of the Entity, in which interests Conflicts exist/may arise	Relationsh ip of the Bidder with the Entity	Nature/reaso n of conflict/poten tial 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/potent ial conflict of interest

Seal with signatures of authorized signatory of the
 Bidder