**Annexure I**

**Application Format for Empanelment of Techno-Economic Viability (TEV)/Lenders’ Independent Engineers (LIE) in Punjab & Sind Bank.**

To,

## **Punjab & Sind Bank**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |
| --- | --- |
| **Applied For :** | **Mark whichever is applicable:** |
| **TEV** |  |
| **LEI** |  |
| **TEV & LEI (Both)** |  |

## **1. Basic Information**

|  |  |
| --- | --- |
| Name of the Consultant/Organization |  |
| Address of the Registered Office | (PIN Code-\_\_\_\_\_\_) |
| Constitution | Individual/AOP/Proprietorship Concern /Partnership Firm /LLP/Pvt. Ltd. Company/Public Ltd. Company/Co- operative Society |
| Date of Registration/Incorporation |  |
| Details of Offices/Branches of the firm/company |  |
| PAN No. |  |
| GST No. |  |
| Details of the Subsidiary/Group companies |  |
| Existing Banker Details |  |

## **2. Promoter/Director/Partner Information**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Name** | **Designation** | **PAN** | **DIN(if applicable)** | **Passport**  **/**  **Aadhaar** | **Full**  **Address** | **Qualification** | **Relevant Experience** |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

## **3. Financial Information (As on 31st March …….(Previous Ending Yer)**

|  |  |
| --- | --- |
| Paid Up Capital |  |
| Net Worth |  |
| Income / Revenue |  |
| PAT |  |
| Borrowings |  |
| Debt / Equity Ratio |  |

**Category of LIE applied for - \_\_\_\_\_ (A/B) (Only to be filled in case of LEI)**

## **4. Area of Specialization**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Industry** | **Sector** | **Sub Activity** | **Project Outlay** | **Experience** | **Location** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

## **5. Details of Technical / Professional Staff**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Name** | **Designation** | **Employment Type (Full/Part time/associates/Retention basis)** | **of** | **Qualification** | **Area of**  **Specialization** | **Details of Experience** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

## **6. Summary of Technical / Professional Staff**

|  |  |
| --- | --- |
| **Particulars** | **Count** |
| Diploma Holder |  |
| BE / BTECH / ME /MTECH |  |
| Management Graduate |  |
| Any additional Qualification (Please Specify) LLB / CA / CS / MCA / ICWA etc |  |

## **7. Registration with professional Bodies (if any), In India**

|  |  |
| --- | --- |
| **Please specify the Details of Professional Body** | **Registration Details (Registration No, Date)** |
|  |  |
|  |  |

## **Registration with professional Bodies (if any), In abroad**

|  |  |
| --- | --- |
| **Please specify the Details of Professional Body** | **Registration Details (Registration No, Date)** |
|  |  |
|  |  |

## **8. Existing Empanelment Details**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name of Bank**  **/Financial Institution** | **Geographical Area** | **Date of**  **Empanelment** | **Allotted**  **Assignment** | **Completed Assignment** |
|  |  |  |  |  |
|  |  |  |  |  |

## **9. Past Experience (Last 5 years)**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Name of**  **Project** | **Nature of Work** | | **Date of**  **Assignment** | | **Date**  **Completion** | **of** | **Name of Bank**  **FI** |
|  |  | |  | |  |  |  |
| **10. Past Experience (Last 5 years)** | | | | | |  |  |
| **Name of**  **Project** | **Nature of Work** | | **Date of**  **Assignment** | | **Date**  **Completion** | **of** | **Name of Bank/**  **Financial Institution** |
|  |  | |  | |  |  |  |
| **11. Experience in Rehabilitation of Sick units(Yes/No) If Yes the please provide the following details:** | | | | | |  |  |
| **Month and year of**  **Completion of**  **Assignment** | | **Name of the Firm associated with assignment** | | **Name of the Client** | | **Project cost** | |
|  | |  | |  | |  | |

## **12. Experience with Punjab & Sind Bank**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Details** | **Response** | | |  | |
| Whether the firm has been empaneled with  Punjab & Sind Bank in Past or Currently  Empaneled | (Yes/No) | | |  | |
| Whether the firm is associated with Punjab & Sind Bank for TEV/LIE/ASM | (Yes/No) | | |  | |
| Details of Empanelment with Punjab & Sind Bank |  | Date of  Empanelment | Period | Purpose |  |
|  |  |  |  |

**13.Details of Previous TEV/LIE assignments done by the firm:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Month and year of  Completion of Assignment | Name of the Client (preferably PSBs) | Name of the  Account/ customer of the Client | Project cost | Fees charged  (Specify detailed breakup of fees/charges) |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

(Enclose the sample copies of LIE reports)

**14.Indicative Consultancy Charges / Fee:**

|  |  |
| --- | --- |
| **Service offered** | **Charges / Fee (in relation to Project Cost)** |
|  |  |

**15.Additional Details:**

|  |  |
| --- | --- |
| Whether firm/any director/promoter/partner has been de-  paneled/delisted/blacklisted by any Bank /FI/Organization/Government Agency/Regulatory Authority in the past. |  |
| Any regulatory compliance issues faced by the agency/ promoters (TEV/LEI Consultancy Firm), if any, in the past 5 years and present status. |  |
| Whether Proprietor/any director/promoter/partner/Associate is empaneled as valuer/stock auditor/ ASM in PSB’s Panel |  |

Details of Documents Submitted (duly attested and stamped by the concerned official):

|  |  |  |
| --- | --- | --- |
| **Sr No** | **Description of Document** | **Signed By** |
|  |  |  |

1. **Obligations of empaneled TEV/LIEs**

* 1. TVE/LIE firm will undertake to adhere to the scope of TEV/LIE Study/Report, as brought out in Annexure - I or as advised by the assignment awarding authority.
  2. TVE/LIE Reports prepared by the TVE/LIE firms need to be authenticated (along with signature and stamp of firm) by at least one of the engineers, mentioning their name, designation and educational qualification. Needless to mention that professionals who are authenticating the TVE/LIE report should have actually carried out the site inspection and should have a clear understanding about the project.
  3. TVE/LIE/firm should not outsource the assignments to any other outside TVE/LIE/firm/ entity. In case any help is taken from external experts, then TVE/LIE shall take prior approval from the Bank (the respective Zonal Manager/Field General Manager) the TEV/LIE Report should be jointly signed by that external expert, clearly bringing out the role/scope of his/her involvement in the report, along with Engineer/s (associated with the TEV/LIE/firm) involved in TEV/LIE assignment.
  4. Any query/ doubts regarding observations/ comments mentioned in TVE/LIE Report needs to be clarified/ attended by the professionals meticulously.
  5. TVE/LIE shall inform the Bank (the respective Zonal Office/Field General Manager Office) of any change in technical staff who had been mentioned or whose technical qualifications were taken to satisfy the eligibility criteria, at the time of empanelment.

1. **List of documents to be enclosed:** 
   1. Memorandum & articles of association/partnership deed of company / partnership firm / LLP and other relevant documents
   2. PAN Card of the individual/firm/company, GST Registration Certificate of firm/company.
   3. Last 2 years ITRs in case of individuals, last 2 years financial statements in case of firms/companies.
   4. Certificates of Educational Qualification of technical staff and certificates of Registrations/Membership with professional bodies/organizations.
   5. Letters of empanelment from other Banks/Financial Institutions.
   6. Detailed CV of key personnel, including that of technical experts along with copies of testimonials.
   7. List of important TVE/LIE assignments handled along with Letters of assignments from clients/Banks/FIs.
   8. Sample copies of TVE/LIE Reports prepared by the applicant in the past
   9. Bank Status report with required details therein.

**DECLARATION & UNDERTAKING**

I/We hereby undertake that all the pre-requisites listed above for empanelment as TEV/LIE are satisfied by me/us & that all the information submitted by me/us are true and correct. I/we, further confirm that all the necessary supporting documents are enclosed with the application.

I/We understand that any discrepancy/wrong information would lead to de-empanelment with immediate effect.

I/We declare that there are no criminal cases and professional litigation cases pending against me/us and I/we are not convicted in any case.

I/We hereby acknowledge, agree and confirm that empanelment as TVE/LIE by the bank does not confer any rights on me to necessarily receive assignments/jobs from the bank. Allocation of assignments/job/work shall be at the sole discretion of the bank and I/We shall not have any right or claim whatsoever in this regard and shall not have any right to challenge/dispute the decision of the bank in any court/tribunal and/or other authorities.

I/We further affirm that I/ we have not been de-empaneled/blacklisted by any Bank/ FI/ IBA or any other statutory body.

I/We undertake to provide all the details as & when required by the lender, will refrain from canvassing business with present or prospective borrowers of the bank and maintain the confidentiality and secrecy of all the assignments given to me/us by the bank.

I/We undertake to charge fees at a rate not exceeding the rates prescribed by Bank; and not undertake any LIE assignment of any project in which I/We have a direct or indirect interest.

If empanelled, I/We undertake to meet all the obligations mentioned in the application.

I/We understand and agree that following events will entitle the bank to de-empanel &/ blacklist me/us, as well as report my/our name to IBA or any other agency for black-listing.

1. **De-empanelment**- Instances of errors of omission or an instance of concealment of any information or providing any false information in the application or instances of non-adherence to format and coverage of LIE study report or indulging in unprofessional behaviour and malpractices.
2. **Blacklisting**- Instances of error of commission or concealment of conflict of interest in any particular project or furnishing wrong data or indulging in unfair practices or carrying out LIE assignment without the technical person undertaking site visit/s.

I/We hereby further acknowledge, agree and undertake that the bank may at its sole discretion insist or incorporate any other terms and conditions not withstanding anything contained in their documents/Application herein.

I/We assure that all aspects of my contract are conducted in a manner so as to be in tune with the extant policies and guidelines of the Bank and as per other applicable statutory and regulatory requirements.

I/We further agree that my/our Empanelment with the Bank would not amount to any commitment by the Bank to provide any professional assignment to me/us.

Signatures of Proprietor/Partner/Authorized Signatory Date: with seal of the firm/company

Place:

# 

# Annexure-A

**Guidance on Scope of Work for Lenders Independent Engineer – Infrastructure/Manufacturing Projects**

*The Scope of Work of LIE may be divided into phases as mentioned below:*

Phase I: Project Review and Assessment (on commencement of assignment till achievement of Financial Closure)

Phase II: Periodic Construction Monitoring and Certifications (from Financial Closure till completion of assignment)

**Detailed Scope of Work**

An indicative list, which shall change depending on the type of the project, is as under:

Scope of project shall change depending on the type of the project, however, an indicative list of coverage of LIE report is given as under.

**(i) Phase I – Project Review and Assessment**

1. Review of Concession Agreement: (For PPP infrastructure projects)

LIE shall review the technical aspects of the concession agreement and provide an opinion on the achievability of stipulations, including those related to technical specifications and time schedule, based on a review of the relevant Project contracts and construction schedule as proposed by the borrowers.

1. Review of Project Contracts / Agreement:

LIE shall review the Project contracts including the EPC contract, O&M contract etc. and comment on the adherence of the technical and commercial aspects of the Project contracts, adequacy of project contractual arrangement including performance guarantees/ bonds, warrantees, adequacy of liquidated damages, performance bonuses with respect to the general industry practice and adequacy of these to mitigate project risks. c) Review of Project costs:

Review the Project costs including adequacy of contingencies and comparison of the cost of project estimate with other similar projects. Review of technical inputs to Project Financial Model, review of drawdown schedule to be appended to Contract.

1. Review of Designs:

Review of the Project's conceptual design, engineering and drawings, construction plans and operation plans including the projected construction program, expenditure schedule and adequacy of the arrangements made to achieve the projected construction schedule

1. Review of approvals and clearances:

Review the approvals; clearances etc. which are required by the borrower firm to execute the Project as per schedule E of Concession Agreement and comment on the status of the same.

1. Review of Environment protection plan:

Advise the Lender on the steps taken by the Company for protection of the environment and avoid damage to persons and property.

1. Review/ Check consistency of project documents

**(ii) Phase II – Periodic Construction Monitoring and perusal of Certifications**

1. Review the drawdown schedule and adequacy of the arrangements made at the site to achieve the projected construction schedule on a monthly basis.
2. Review, assist and advice about the progress of work on a monthly basis, visà-vis program of construction and milestone dates specified in the concession agreement.
3. Review change in scope of work of the project during construction, if any.
4. Certify the capital cost incurred and approve request for disbursements during construction.
5. Carry out spot verification of the quality of the construction work vis-à-vis stated specifications, if required.
6. Assessment of variation in orders, if any, which may have impact on the EPC cost.
7. Monitor progress related to removal of encroachments on the carriageway and other acquired land.
8. Monitor adherence to environmental regulations and report on any present / future risks that arise during Project implementation.
9. Review the status of necessary approvals, permits, licenses, toll notifications, project completion certificates, etc. as may be required by the Company for implementation of the project.

Scope of services provided above is not exhaustive but only indicative. It shall be the sole responsibility of the LIE to render all services required to fulfill the respective obligations broadly envisaged herein above. Further, LIE may have to provide written opinions/ clarifications on any of the technical-commercial issues related to the project as requested by the Lenders.

**Annexure B**

### LETTER OF INDEMNITY

**To be executed by the Organization/Firm/Individual/entity empaneled as TEV/LEI Consultant**

#### To,

**Punjab & Sind Bank .**

#### Dear Sir/s,

In consideration of Punjab & Sind Bank(herein after called the “Bank” which expression shall include its successors and assigns) empaneling me /us on their panel of approved Third-Party Services Providers (TPSPs)/ Organization/Firm/Individual/entity as TEV/LEI Consultants for the purpose of comprehensive assessment of the projects to ascertain technical capability or capacity and related financial aspects such as market demand and pricing of the end product for assessing the credit limits granted or to be granted by the Bank to its various borrowers, I/We jointly and severally, extend this Letter of Indemnity.

Whereas by the letter of empanelment dated \_\_\_\_\_\_\_\_, the bank has empaneled me/us on their panel of approved Third-Party Services Providers (TPSPs) as TEV/LEI Consultants for the purpose of comprehensive assessment of the project for assessing the Technical viability of the credit facilities granted/to be granted by the Bank, I/We jointly and severally agree as follows: -

I/We shall duly and faithfully perform and discharge all the duties in the works entrusted by the Bank and in relation to the purposes of empanelment, fairly without any favor or discrimination and I/we hereby undertake and agree you, your successors and assigns at all times and from time to time from and against all loss, damage and all actions, suits, proceedings, expenses, costs, charges and demands arising out of any act, lapses, defaults, negligence, errors, mistakes committed by me/us in performance of my/our professionals obligations and I/we also hereby undertake and agree to pay to you on demand sums of money, costs, charges and expenses incurred in respect thereof and also to pay you interest on all such moneys at your ruling rate.

I/We further specifically agree that this Indemnity shall continue to remain in force and I/We shall continue to be liable there under for all losses, damages, costs, charges and expenses arising out of any act, lapses, defaults, negligence, errors, mistakes committed by me/us in performance of my/our professional obligations and shall be binding on me/us and our legal and personal representatives, successors and assigns.

Yours Faithfully,

Seal & Signature

**ANNEXURE C**

### CODE OF CONDUCT

**To be executed by the Organization/Firm/Individual/entity empaneled as TEV/LEI Consultant**

#### To, Punjab & Sind Bank,

**Dear Sir/s,**

**I/ We hereby undertake to strictly adhere to the following Code of Conduct:**

#### A. Integrity and Fairness

1. TEV/LEI Consultants shall, in the conduct of his/ her/its business, follow high standards of integrity and fairness in all his/ her/its dealings with his/ her/its clients.
2. TEV/LEI Consultants shall maintain integrity by being honest, straight forward, and forthright in all professional relationships.
3. TEV/LEI Consultants shall endeavor to ensure that he/she/it/they provides true and adequate information and shall not misrepresent any facts or situations.
4. TEV/LEI Consultants shall refrain from being involved in any action that would bring disrepute to the profession.
5. TEV/LEI Consultants shall keep public interest foremost while delivering his/ her services.

#### B. Professional Competence and Due Care

1. TEV/LEI Consultants shall always render high standards of service, exercise due diligence, ensure proper care and exercise independent professional judgment.
2. TEV/LEI Consultants shall carry out professional services in accordance with the relevant technical and professional standards that may be specified from time to time.
3. TEV/LEI Consultants shall continuously maintain professional knowledge and skill to provide competent professional service based on up-to-date developments in practice, prevailing regulations/guidelines, and techniques.
4. In the preparation of Report/ certificate, TEV/LEI Consultants shall not disclaim liability for his/ her/its expertise or deny his/ her/its duty of care, except to the extent that the assumptions are based on statements of fact provided by the subject firm (i.e., whose report/ certificate relating to technical assessment is undertaken) or its auditors or consultants or information available in public domain and not generated by the TEV/LEI Consultants.
5. TEV/LEI Consultants shall not carry out any instruction of the subject firm in so far as they are incompatible with the requirements of integrity, objectivity, & independence.

#### C. Independence and Disclosure of Interest

1. TEV/LEI Consultants shall act with objectivity in his/ her/its professional dealings by ensuring that his/ her/its decisions are made without the presence of any bias, conflict of interest, coercion, or undue influence of any party, whether directly connected to the assignment or not.
2. TEV/LEI Consultants shall not take up an assignment, if he/she/ it or any of his/ her/its relatives or associates is not independent in terms of association to the subject client.
3. TEV/LEI Consultants shall maintain complete independence in his/ her/its professional relationships and shall conduct the assigned work independent of external influences.

4) TEV/LEI Consultants shall, wherever necessary, disclose to the Bank, possible sources of conflicts of duties and interests, while providing unbiased services.

1. TEV/LEI Consultants shall not indulge in “mandate snatching (to undertake assignments for a particular site / unit using unscrupulous means)” or offering “Convenience Report” in order to cater to a client’s needs.
2. As an independent entity, TEV/LEI Consultants shall not charge success fee (Success fees may be defined as a compensation / incentive paid to any third party for successful closure of transaction). In this case, favorable report/ certificate.

**D. Confidentiality**

1) TEV/LEI Consultants shall not use or divulge to any other party any confidential information about the subject client unless there is a legal or professional right or duty to disclose.

#### E. Information Management

1. TEV/LEI Consultants shall ensure that he/ she/ it maintains written contemporaneous records for any decision taken, the reasons for taking the decision, and the information and evidence in support of such decision. This shall be maintained so as to sufficiently enable a reasonable person to take a view on the appropriateness of his/ her/its decisions and actions.
2. An TEV/LEI Consultants shall appear, co-operate and will provide all information and records in case of any need or legal or statutory or professional requirement.

**F. Gifts and hospitality:**

1) An TEV/LEI Consultants or his/ her/its relative/ associates shall not accept gifts or hospitality which undermines or affects his/ her independence as an Industry Expert/ Domain Expert. Explanation: For the purposes of this code the term ‘relative’ shall have the same meaning as defined in clause (77) of Section 2 of the Companies Act, 2013 (18 of 2013).

1) An TEV/LEI Consultants shall not offer gifts or hospitality or a financial or any other advantage to a public servant or any other person with a view to obtain or retain work for himself/ itself, or to obtain or retain an advantage in the conduct of profession for himself/ itself.

#### G. Remuneration and Costs

1. An TEV/LEI Consultants shall provide services for remuneration which is charged in a transparent manner, is a reasonable reflection of the work necessarily and properly undertaken, and is not inconsistent with the applicable rules.
2. An TEV/LEI Consultants shall not accept any fees or charges other than those which are disclosed in a written contract with the person to whom he/ she would be rendering service.

**H.** Occupation, employability and restrictions

1. TEV/LEI Consultants shall refrain from accepting too many assignments, if he/ she/it is unlikely to be able to devote adequate time to each of his/ her/ its assignments.
2. TEV/LEI Consultants shall not conduct business which discredits the profession.

**Seal & Signature**

**Annexure D**

### Indicative Scope of Techno Economic Viability Study / Lenders’ Independent Engineers Study

**Scope of Work of TEV/LEI Consultants:**

#### 1.1 Management Evaluation

1. Promoter’s experience assessment
2. Experience and capability assessment of key persons
3. Management Capability
4. Source of Equity

#### 1.2 Technical Feasibility

1. Assessment in terms of land, buildings, utilities, proximity etc.
2. Assessment of project area and specifications
3. Assessment of processes deployed
4. Assessment of Implementation Schedule
5. Assessment of utility requirement and availability
6. Assessment of Quality control measures adopted
7. Assessment of Manpower planning
8. Appropriateness of equipment’s /machineries / technology used
9. Assessment of other inputs in terms of requirement and availability of raw material, Water and Power, etc.
10. Assessment of various statutory and regulatory approvals / agreements etc. from respective authorities
11. Assessment of reasonableness of capital expenditure
12. Experience and capability assessment of the key members of the Project execution team

#### 1.3 Commercial Viability

1. Market Analysis
2. Demand-Supply Analysis
3. Competitive Scenario
4. Industry Outlook
5. Govt. policies
6. Breakeven Analysis
7. Capacity Utilisation
8. Competitive Analysis
9. Pricing of Product
10. Cost of Component

#### 1.4 Strategic analysis

1. Location Analysis
2. Strengths Weaknesses Opportunities and Threats (SWOT) Analysis
3. Risk Analysis & Mitigation
4. Critical Success Factors
5. Forward / Backward Integration
6. Synergy

**1.5 Project Cost Review –**TEV/LEI Firm will validate the project cost estimates including, but not limited to:

1. Land acquisition costs
2. Construction costs
3. Plant & Machinery Cost
4. Assessment of Cost of Component
5. Costs related to government approvals, licenses, etc.
6. Project management costs
7. Contingencies
8. Interest payment expenses
9. Any other costs related to construction activity

**1.6 Financial Analysis** – TEV/LEI Firm will undertake a detailed analysis to assess the Project’s financial performance, as given below:

1. Pro **forma Performance Analysis** – TEV/LEI Firm will prepare the Project’s financial performance in terms of its capital expenditure, debt fund, etc. based on the proposed project plan.
2. Segmental **Analysis of Ratios** – TEV/LEI Firm will conduct an analysis of the Project’s financial performance using the below-mentioned financial ratios:
3. TEV Firm will assess the Project’s financials in terms of

i. Internal Rate of Return (IRR) ii. Debt Service Coverage Ratio (DSCR)

iii. Sensitivity Analysis of the aforementioned ratios as appropriate iv. Break-Even Analysis

1. Economic analysis – estimation of revenue, fixed cost & variable cost etc.
2. Vetting and assessment of projected Financial Statement
3. Estimation of Project indicators – Internal Rate of Return (IRR), Debt Service Coverage Ratio (DSCR), etc.
4. Sensitivity analysis.
5. Assumption Used
6. Risk Factor
7. Sensitivity Analysis
8. Critical Factors

#### 1.7 Regulatory Diligence

1. Project Approval & Permits
2. Regulatory & Statutory Clearance
3. Insurance Requirement
4. Consultations of Government Department (awarding contracts)
5. Project Milestones
6. Changes in Government Policies and any other important aspects required to be brought into the report.

#### 1.8 Reporting Structure

1. Initial Report
2. Draft Report
3. Final Report

**This list is an indicative list & requirements may change on the basis of nature of project & location. The Respective Zonal Manager/Field General Manager, shall have the authority to finalize the scope of TEV/LEI Study.**

**Annexure E**

Code of Conduct for Techno Economic Viability / Lenders’ Independent Engineers Study by Organization/Firm/Individual/entity empaneled as TEV/LEI Consultant

#### A. Integrity and Fairness

1. TEV/LEI Consultants shall, in the conduct of his/ her/its business, follow high standards of integrity and fairness in all his/ her/its dealings with his/ her/its clients.
2. TEV/LEI Consultants shall maintain integrity by being honest, straight forward, and forthright in all professional relationships.
3. TEV/LEI Consultants shall endeavor to ensure that he/she/it/they provides true and adequate information and shall not misrepresent any facts or situations.
4. TEV/LEI Consultants shall refrain from being involved in any action that would bring disrepute to the profession.
5. TEV/LEI Consultants shall keep public interest foremost while delivering his/ her services.

#### B. Professional Competence and Due Care

1. TEV/LEI Consultants shall always render high standards of service, exercise due diligence, ensure proper care and exercise independent professional judgment.
2. TEV/LEI Consultants shall carry out professional services in accordance with the relevant technical and professional standards that may be specified from time to time.
3. TEV/LEI Consultants shall continuously maintain professional knowledge and skill to provide competent professional service based on up-to-date developments in practice, prevailing regulations/guidelines, and techniques.
4. In the preparation of Report/ certificate, TEV/LEI Consultants shall not disclaim liability for his/ her/its expertise or deny his/ her/its duty of care, except to the extent that the assumptions are based on statements of fact provided by the subject firm (i.e., whose report/ certificate relating to technical assessment is undertaken) or its auditors or consultants or information available in public domain and not generated by the TEV/LEI Consultants.
5. TEV/LEI Consultants shall not carry out any instruction of the subject firm in so far as they are incompatible with the requirements of integrity, objectivity, & independence.

#### C. Independence and Disclosure of Interest

1. TEV/LEI Consultants shall act with objectivity in his/ her/its professional dealings by ensuring that his/ her/its decisions are made without the presence of any bias, conflict of interest, coercion, or undue influence of any party, whether directly connected to the assignment or not.
2. TEV/LEI Consultants shall not take up an assignment, if he/she/ it or any of his/ her/its relatives or associates is not independent in terms of association to the subject client.
3. TEV/LEI Consultants shall maintain complete independence in his/ her/its professional relationships and shall conduct the assigned work independent of external influences.

4) TEV/LEI Consultants shall, wherever necessary, disclose to the Bank, possible sources of conflicts of duties and interests, while providing unbiased services.

1. TEV/LEI Consultants shall not indulge in “mandate snatching (to undertake assignments for a particular site / unit using unscrupulous means)” or offering “Convenience Report” in order to cater to a client’s needs.
2. As an independent entity, TEV/LEI Consultants shall not charge success fee (Success fees may be defined as a compensation / incentive paid to any third party for successful closure of transaction). In this case, favorable report/ certificate.

#### D. Confidentiality

1) TEV/LEI Consultants shall not use or divulge to any other party any confidential information about the subject client unless there is a legal or professional right or duty to disclose.

#### E. Information Management

1. TEV/LEI Consultants shall ensure that he/ she/ it maintains written contemporaneous records for any decision taken, the reasons for taking the decision, and the information and evidence in support of such decision. This shall be maintained so as to sufficiently enable a reasonable person to take a view on the appropriateness of his/ her/its decisions and actions.
2. An TEV/LEI Consultants shall appear, co-operate and will provide all information and records in case of any need or legal or statutory or professional requirement.

**F. Gifts and hospitality:**

1) An TEV/LEI Consultants or his/ her/its relative/ associates shall not accept gifts or hospitality which undermines or affects his/ her independence as an Industry Expert/ Domain Expert. Explanation: For the purposes of this code the term ‘relative’ shall have the same meaning as defined in clause (77) of Section 2 of the Companies Act, 2013 (18 of 2013).

1) An TEV/LEI Consultants shall not offer gifts or hospitality or a financial or any other advantage to a public servant or any other person with a view to obtain or retain work for himself/ itself, or to obtain or retain an advantage in the conduct of profession for himself/ itself.

#### G. Remuneration and Costs

1. An TEV/LEI Consultants shall provide services for remuneration which is charged in a transparent manner, is a reasonable reflection of the work necessarily and properly undertaken, and is not inconsistent with the applicable rules.
2. An TEV/LEI Consultants shall not accept any fees or charges other than those which are disclosed in a written contract with the person to whom he/ she would be rendering service.

#### H. Occupation, employability and restrictions

1. TEV/LEI Consultants shall refrain from accepting too many assignments, if he/ she/it is unlikely to be able to devote adequate time to each of his/ her/ its assignments.
2. TEV/LEI Consultants shall not conduct business which discredits the profession.

**Seal & Signature**

##### **Annexure F**

### Non-Disclosure Agreement (to be executed at the time of empanelment)

This Agreement made on this the day of , 20 at

**(Note: to be executed on stamp paper of requisite value)**

### By and Between

“Punjab & Sind Bank, a body corporate constituted under Banking Companies (Acquisition and Transfer of undertakings) Act 1980, carrying on the business of Banking under the Banking Regulation Act 1949, having its registered office at 21, Rajendra Place, Bank House, New Delhi-110008, and Corporate Office at NBCC Office Complex, Block 3, Plate-B, East Kidwai Nagar, New Delhi-110023, through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, herein after called “The Bank” which expression shall unless the context otherwise requires include its successors in business of the other part and assigns of the other part.

AND

**[Please fill in TEV/LEI Consultant name]** a company incorporated under the Companies Act,

2013 and having its registered office at **[Please fill in address]** (hereinafter referred to as “**TEV Consultant**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include, its representatives and permitted assigns) **OF THE OTHER PART;**

Bank and TEV Consultants shall hereinafter be referred to as such or collectively as “**Parties**” and individually as “**Party**”.

**WHEREAS** Bank is required to conduct Techno Economic Viability (TEV/)/Lenders’ Independent Engineers (LIE) study wherever necessary in case of credit exposure of Rs.25 crores and above.

WHEREAS, Bank has called for the applications for empanelment of TEV/LEI Consultants, through its RFP/Advertisement dated…………………………, wherein the M/s (TEV/LEI Consultant) has been empaneled to conduct and submit TEV/LEI report as per the allotment of account of the customer by Zonal Office.

**AND WHEREAS** the Parties contemplate that with respect to the TEV/LEI study, both the Parties may exchange certain information, material and documents relating to each other’s business, assets, financial condition, operations, plans and/or prospects of their businesses, **also** business assets, financial condition, operations plans and/or prospect of the business of the **customer** (hereinafter referred to as “**Confidential Information**”, more fully detailed in clause 1 herein below) that each Party regards as proprietary and confidential; and

**AND WHEREAS**, each Party wishes to review such Confidential Information of the other for the sole purpose of determining their mutual interest in engaging in the Proposed Transaction;

**IN CONNECTION WITH THE ABOVE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. “**Confidential and or proprietary Information**” shall mean and include any information disclosed by one Party (Disclosing Party) to the other (Receiving Party) either directly or indirectly, in writing, orally, by inspection of tangible objects (including, without limitation, documents, prototypes, samples, media, documentation, discs and code). Confidential information shall include, without limitation, any materials, trade secrets, network information, configurations, trademarks, brand name, know-how, business and marketing plans, financial and operational information, and all other non-public information, material or data relating to the current and/ or future business and operations of the Disclosing Party and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Disclosing Party. Confidential Information may also include information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party.

1. The Receiving Party shall refrain from disclosing, reproducing, summarizing and/or distributing Confidential Information and confidential materials of the Disclosing Party except in connection with the Proposed Transaction.

1. The Parties shall protect the confidentiality of each other’s Confidential Information in the same manner as they protect the confidentiality of their own proprietary and confidential information of similar nature. Each Party, while acknowledging the confidential and proprietary nature of the Confidential Information agrees to take all reasonable measures at its own expense to restrain its representatives from prohibited or unauthorized disclosure or use of the Confidential Information.

1. Confidential Information shall at all times remain the property of the Disclosing Party and may not be copied or reproduced by the Receiving Party without the Disclosing Party’s prior written consent.

1. Within seven (7) days of a written request by the Disclosing Party, the Receiving Party shall return/destroy (as may be requested in writing by the Disclosing Party or upon expiry and or earlier termination) all originals, copies, reproductions and summaries of Confidential Information provided to the Receiving Party as Confidential Information. The Receiving Party shall certify to the Disclosing Party in writing that it has satisfied its obligations under this paragraph.

1. The Receiving Party may disclose the Confidential Information only to the Receiving Party's employees and consultants on a need-to-know basis. The Receiving Party shall have executed or shall execute appropriate written agreements with third parties, in a form and manner sufficient to enable the Receiving Party to enforce all the provisions of this Agreement.

1. Confidential Information, however, shall not include any information which the Receiving Party can show:

* 1. is in or comes into the public domain otherwise than through a breach of this Agreement or the fault of the Receiving Party; or

* 1. was already in its possession free of any such restriction prior to receipt from the Disclosing Party; or

* 1. was independently developed by the Receiving Party without making use of the Confidential Information; or

* 1. Has been approved for release or use (in either case without restriction) by written authorization of the Disclosing Party.

1. In the event either Party receives a summons or other validly issued administrative or judicial process requiring the disclosure of Confidential Information of the other Party, the Receiving Party shall promptly notify the Disclosing Party. The Receiving Party may disclose Confidential Information to the extent such disclosure is required by law, rule, regulation or legal process; provided however, that, to the extent practicable, the Receiving Party shall give prompt written notice of any such request for such information to the Disclosing Party, and agrees to co-operate with the Disclosing Party, at the Disclosing Party’s expense, to the extent permissible and practicable, to challenge the request or limit the scope there of, as the Disclosing Party may reasonably deem appropriate.

1. Neither Party shall use the other’s name, trademarks, proprietary words or symbols or disclose under this Agreement in any publication, press release, marketing material, or otherwise without the prior written approval of the other.

1. Each Party agrees that the conditions in this Agreement and the Confidential Information disclosed pursuant to this Agreement are of a special, unique, and extraordinary character and that an impending or existing violation of any provision of this Agreement would cause the other Party irreparable injury for which it would have no adequate remedy at law and further agrees that the other Party shall be entitled to obtain immediately injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity.

1. The Receiving Party shall indemnify the Disclosing Party for all costs, expenses or damages that Disclosing Party incurs as a result of any violation of any provisions of this Agreement. This obligation shall include court, litigation expenses, and actual, reasonable attorney’s fees. The Parties acknowledge that as damages may not be a sufficient remedy for any breach under this Agreement, the non-breaching party is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach, in addition to any other remedies at law or in equity.

1. Neither Party shall be liable for any special, consequential, incidental or exemplary damages or loss (nor any lost profits, savings or business opportunity) regardless of whether a Party was advised of the possibility of the damage or loss asserted.

1. Both the Parties agree that by virtue of the Parties entering into this Agreement neither Party is obligated to disclose all or any of the Confidential Information to the other as stated in this Agreement. The Parties reserve the right to disclose only such information at its discretion and which it thinks, is necessary to disclose in relation to the Proposed Transaction.

1. Notwithstanding anything contained herein, the provisions of this Agreement shall survive and continue after expiration or termination of this Agreement/allotment/ submission of report by TEV/LEI Consultant.

1. Each Party warrants that it has the authority to enter into this Agreement.

1. If any provision of this agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision hereof shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

1. This Agreement may be executed in two counterparts, each of which will be deemed to be an original, and all of which, when taken together, shall be deemed to constitute one and the same agreement.
2. The relationship between both the Parties to this Agreement shall be on a principal-to- principal basis and nothing in this agreement shall be deemed to have created a relationship of an agent or partner between the Parties and none of the employees of TEV/LEI consultants shall be considered as employees of Bank.

1. This Agreement shall be governed by the laws of India. Both parties irrevocably submit to the exclusive jurisdiction of the Courts of Delhi, for any action or proceeding regarding this Agreement. Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 1996, including any amendments thereof. The arbitration tribunal shall be composed of a sole arbitrator, and such arbitrator shall be appointed mutually by the Parties. The place of arbitration shall be Delhi, India and the arbitration proceedings shall take place in the English language.

1. Additional oral agreements do not exist. All modifications and amendments to this Agreement must be made in writing.

1. The Agreement and/or any rights arising from it cannot be assigned or otherwise transferred either wholly or in part, without the written consent of the other Party.

**In witness whereof, the parties hereto have executed this confidentiality agreement in duplicate by affixing the signature of the authorized representatives as of the date herein above mentioned.**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Punjab & Sind** | **Bank** |  |  | **[TEV/LEI Consultant]** | |
| **Signature 1** |  |  | **Signature 1** |  |  |
| Name |  |  | Name |  |  |
| Désignations |  |  | Désignations |  |  |
| Place |  |  | Place |  |  |
| Date |  |  | Date |  |  |
|  |  | | |  | |
| **Signature 2** |  |  | **Signature 2** |  |  |
| Name |  |  | Name |  |  |
| Désignations |  |  | Désignations |  |  |
| Place Date |  |  | Place |  |  |
| Date |  |  | Date |  |  |

#### Annexure G

### Eligibility for Empanelment of Techno Economic Viability Report Consultants

**For Techno Economic Viability Report Consultants:**The team of empanelled consultant shall have core team of Professionals as CAs / ICWA etc. (for financial analysis of project) and ME/BE (Mechanical, Electrical, Civil, Electronic / Telecom, Textile, Chemical) / B. Tech / M.Tech etc. (for technical analysis of project) as partner / Director / employee (permanent).**Qualification of the Directors / Promoters / Partners:** In case of TEV consultants other than individuals, specialist staff (including senior engineer) with requisite qualification should be on the roles of the TEV consultant. The specialist staff should possess professional qualification in finance i.e., CA, CS, ICWA, MBA from a recognized university in India or equivalent degree from an International Institute of repute. In case the applicant is a

Company, the Company should be dealing in the domain for at least three years and the Director/s thereof should have minimum 3 years of experience in the same domain

1. Firms / Corporates / Organization who display exceptional professional competence in Techno Economic Viability Studies.

1. Having proven track record of conducting a number of Techno Economic Viability Studies and in depth knowledge and extensive experience in all aspect of Techno Economic Viability Studies and should be aware of the various practices existing in cross section of industries.

1. Having unblemished track record and should not have been blacklisted by any financial institution / other organizations / any government department. The Firms, Companies and Organizations should furnish self-attested affidavit on stamp paper in this regard.

1. Should have office at major centres of the country.

1. The name of the Firm/ Company or its promoter/partner etc. should not be in the defaulters/barred/caution list published/displayed at websites of public bodies such as by RBI/IBA/ECGC/SEBI/CICs etc. **Allotment, Fees, Timeline:**
2. Respective Zonal Managers/Field General Managers shall call for price bids from list of empaneled TEV consultants (at least 3 TEV consultants) for allotment of work for each project. The appropriate Fees shall be mutually decided by the party concerned and the TEV consultant.

1. Upon selection of TEV consultant, timeline for completion of study be set out in allotment letter.(ideally the study be completed within 15 days from date of allotment, relaxation if any should be justifiable, may be granted by the respective Zonal Managers/Field General Managers based on complexity of the project.)

##### **Other Terms & Conditions**

1. Application in the format placed below should be submitted to the respective Zonal Manager/Field General Manager as per the ‘Procurement News/tender notification/advertisement’ on the Bank’s website.

1. The empanelment shall be valid for a period of three years unless otherwise revoked. Bank reserves the right to cancel empanelment at any time without assigning any reason. Empanelment will automatically cease without assigning any reason/s, whatsoever, if any adverse feature is noticed or reported by our bank branches/ Offices.
2. Usual KYC norms like Identity and address proof of Firm / Company/entity are mandatory.

1. PAN Number and Registration Number with Income Tax, Bar Council, and Institute of Chartered Accountant/Institute of Cost Accountant of India is also mandatory for applicant and its Partners/Directors.

1. In the event of gross negligence/malpractices noticed by the Bank in Techno Economic Viability Studies by the firm/the entity’s conduct/scope of work apart from de-empanelling the firm /company/organization/entity, the Bank reserves the right to include their names in the cautionary list for circulation to all the Banks through IBA or other suitable/required mechanism.

1. TEV firms will be evaluated on the basis of their performance and usefulness to the Bank during review of empanelment by the bank at annual interval or as convenient to the Bank.

1. Bank reserves the right to reject any or all applications for empanelment without assigning any reasons therefor.

1. On empanelment the firm/company will have to give an undertaking with Non- Disclosure Agreement clause and maintain confidentiality clause.

1. Appropriate Fee structure would be determined mutually by the party/borrower and the concerned TEV agencies depending upon the complexity of work involved.

1. Reports should be made available in time bound manner in digitally signed format along with Hard Copies.

#### Annexure H

### Eligibility for Empanelment of Lenders’ Independent Engineers/Consultants

1. **For Lenders’ Independent Engineers/Consultants :**The applicant must furnish required details/ documentary evidence to conclusively demonstrate availability of technically qualified staff with it, for undertaking assignments as LIE. Minimum qualification of such technically qualified staff is an Engineering degree (B.Tech./ B.E.) or an equivalent qualification. The TEV/LIE Consultants should be members of their respective governing council / Associations such as Institution of Valuers / Association of Engineers / Institute of Engineers/ The Institute of Electrical and Electronics Engineers, etc. b) Registration under Companies (Registered Valuers and Valuation) Rules, 2017 (for Land & Building or Plant & Machinery) for which Insolvency and Bankruptcy Board of India (IBBI) is the responsible authority, will be mandatory for empanelment. **Educational Qualifications (Proprietor/Partner/Director):** a) BE [Mechanical, Electrical, Civil, Electronic/Telecom, Textile, Chemical] or equivalent educational qualification, OR b) M Tech from a recognized University in India & abroad Additionally, for TEV, Professional qualifications in finance e.g.CA, CS, ICWA, MBA etc from a recognized University in India and abroad is required.

1. Firms / Corporates / Organization who display exceptional professional competence in Lenders’ Independent Engineers Studies.

1. Having proven track record of conducting a number of Lenders’ Independent Engineers Studies and in depth knowledge and extensive experience in all aspect of Lenders’ Independent Engineers Studies and should be aware of the various practices existing in cross section of industries.

1. Having unblemished track record and should not have been blacklisted by any financial institution / other organizations / any government department. The Firms, Companies and Organizations should furnish self-attested affidavit on stamp paper in this regard.

1. Should have office at major centers of the country.

1. The name of the Firm/ Company or its promoter/partner etc. should not be in the defaulters/barred/caution list published/displayed at websites of public bodies such as by RBI/IBA/ECGC/SEBI/CICs etc. **Allotment, Fees, Timeline:**
2. The Respective Zonal Managers/Field General Manager shall call for price bids from list of empaneled LIEs (at least 3 LIEs) for allotment of work for each project. The fees shall be mutually decided by the Party concerned and the LIE Agency/entity.

1. Upon selection of LIE ,timeline for completion of study be set out in allotment letter.(ideally the study be completed within 30 days from date of allotment, relaxation if any should be justifiable based on complexity of the project.)

#### Annexure I

### Other Terms & Conditions

1. Application in the format placed below should be submitted to the respective Zonal Manager/Zonal Managers’ office, as per the Advertisement/ ‘Procurement News’ on the Bank’s website.

1. The empanelment shall be valid for a period of two years unless otherwise revoked. Bank reserves the right to cancel empanelment at any time without assigning any reason. Empanelment will automatically cease without assigning any reason/s, whatsoever, if any adverse feature is noticed or reported by our bank branches/ Offices.

1. Usual KYC norms like Identity and address proof of Firm /Company are mandatory.

1. PAN Number and Registration Number with Income Tax, Bar Council, and Institute of Chartered Accountant/Institute of Cost Accountant of India is also mandatory for applicant and its Partners/Directors.

1. In the event of gross negligence/malpractices noticed by the Bank in Lenders’ Independent Engineers Studies by the firm conduct/scope of work apart from depanelling the firm /company/organization, the Bank reserves the right to include their names in the cautionary list for circulation to all the Banks through IBA.

1. LIE firms/Entity will be evaluated on the basis of their performance and usefulness to the Bank during review of empanelment by the bank at annual interval or as convenient to the Bank.

1. Bank reserves the right to reject any or all applications for empanelment without assigning any reasons therefor.

1. On empanelment the firm/company will have to give an undertaking with Non- Disclosure Agreement clause and maintain confidentiality clause.

1. Fee structure would be determined by the bank and the concerned LIE depending upon the complexity of work involved.

1. Reports should be made available in digitally signed format along with Hard Copies.

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