

**PRESS NOTICE**

**DELHI STATE INDUSTRIAL & INFRASTRUCTURE DEV. CORP. LTD.**  
**DSIIDC BLDG, PLOT NO.74A, RING ROAD, LAJPAT NAGAR-III, NEW DELHI-110024.**

**NOTICE INVITING TENDER**

EE, CD-15 invites Lump-sum Tender from registered & eligible Consultants on behalf of MD, DSIIDC, for the following works.

(1) NIT No. :- DSIIDC/EE, CD-15/2017-18/3.  
N/W :- Request for Qualification ("RFQ") cum Request for Proposal ("RFP") for Selection of Transaction Advisor for Development of Knowledge Based Industrial Park at Baprola in Delhi.

(2) NIT No. :- DSIIDC/EE, CD-23/2017-18/1.  
N/W :- Request for Qualification ("RFQ") cum Request for Proposal ("RFP") for Selection of Transaction Advisor for Development of Industrial Township / Project at Ranikhera, Mundka in Delhi.

Date of Pre-bid meeting : **17.11.2017.**


Time & date of submission of bids : **Up to 15:00 hrs on 28.11.2017.**

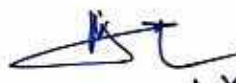
Further detailed terms & condition can be seen at our website: [www.dsiidc.org](http://www.dsiidc.org)

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Not to be published below this line.

  
CE-IV

  
(M.S. Ahmad)  
Executive Engineer, CD-15 / CD-23

  
ABE-1-XI-17

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL  
TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

**Request for Qualification ("RFQ") cum Request for Proposal ("RFP") for  
Selection of Transaction Advisor for Development of Industrial  
Township/Project at Ranikhera, Mundka in Delhi**

**TABLE OF CONTENTS**

<b>Sr. No.</b>	<b>Description</b>	<b>Page Nos.</b>
<b>Section I</b>		
1.	Letter of Invitation	6-7
<b>Section II - Instructions to Consultants</b>		
2.	Introduction	9-10
3.	Brief Description of Selection Process	11-12
4.	Processing Fee, Bid Security and Performance Security	12
5.	Proposals & Preparation of Proposals	12-15
6.	Pre-Qualification Proposal	15-16
7.	Technical Proposal	16
8.	Financial Proposal	17-18
9.	Submission, receipt and opening of proposal	18-19
10.	Receipt of Proposal	19
11.	Opening & Evaluation of Proposals	19-20
12.	Minimum Pre-qualification Criteria	20-21
13.	Evaluation Method	21-23
14.	Key Personnel	23-25
15.	Negotiation & Award of Contract	25
16.	Performance Security	25
17.	Execution of Contract	25
18.	Confidentiality	26
19.	Fraud and Corrupt Practices	26-27
20.	Miscellaneous	27-28
21.	Tentative Schedule of Selection Process and Timelines of Contract	28-29
22.	Terms of References - Scope of Work	29-36
<b>Section III- Bid Proposals Forms and Formats</b>		
23.	Annexure I - Pre-qualification proposal submission form	38-40
24.	Annexure II- Format for submission of technical capacity of applicant - Details of eligible project.	41
25.	Annexure III- Format for providing financial details of applicant	42
26.	Annexure IV- Format for Power of Attorney for authorised signatory.	43
27.	Annexure V - Format of Bank Guarantee for Bid Security	44-46
28.	Annexure VI - Curriculum Vitae for proposed professional staff	47-48
29.	Annexure VI A - MOU	49-54

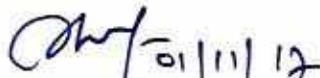
**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

<b>Section IV – Financial Proposal – Standard Forms and Formats</b>		
1.	Annex VII – Financial Proposal Submission Form	56
2.	Annexure VIII – Project Cost	57

Certified that this document of "Request for Qualification ("RFQ") cum Request for Proposal ("RFP") for Selection of Transaction Advisor for Development of Industrial Township/Project at Ranikhera, Mundka in Delhi" contains pages 1 to 57 in chronological order.



*Asstt. Exe. Engineer*  
CD-23, DSIIDC.



*Executive Engineer*  
CD-23, DSIIDC.

*Superintending Engineer*  
DW-II, DSIIDC.

This document of "Request for Qualification ("RFQ") cum Request for Proposal ("RFP") for Selection of Transaction Advisor for Development of Industrial Township/Project at Ranikhera, Mundka in Delhi" contains pages 1 to 57 in chronological order is approved.



*Chief Engineer-IV*  
DSIIDC.

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT  
OF INDUSTRIAL TOWNSHIP/PROJECT AT RANIKHERA,  
MUNDKAIN DELHI.**

REQUEST FOR QUALIFICATION (“RFQ”)

CUM

REQUEST FOR PROPOSAL (“RFP”)



**Delhi State Industrial and Infrastructure Development Corporation Ltd.  
("DSI IDC")**

OFFICE OF THE EXECUTIVE ENGINEER, CD-23

DSI IDC BUILDING, PLOT NO.74-A, RING ROAD, LAJPAT NAGAR-III, NEW DELHI-110024.

## **DSI IDC**

### **Delhi State Industrial and Infrastructure Development Corporation Ltd.**

**Request for Qualification (“RFQ”) cum Request for Proposal (“RFP”) for Selection of Transaction Advisor for Development of Industrial Township/Project at Ranikhera, Mundka in Delhi.**

**(NIT NO. DSI IDC/EE, CD-23/2017-18/1)**

Delhi State Industrial and Infrastructure Development Corporation Ltd. is an undertaking of Government of NCT of Delhi. DSI IDC is the nodal agency for developing of the new industrial townships/projects in Delhi. For the same, DSI IDC has acquired and is in possession of 147 acres of land at Ranikhera, Mundka in Delhi in Zone-M as per MPD-2021.

DSI IDC invites Request for Qualification (“RFQ”) cum Request for Proposal (“RFP”) for selection of Transaction Advisor for development of phase I of industrial township/project at Ranikhera Mundka in Delhi. The salient features of the project, eligibility criteria and prescribed formats for submission of the proposal have been provided in RFQ cum RFP document uploaded on the website [www.dsiidc.org](http://www.dsiidc.org)

Interested applicant are requested to submit their responses to RFQ cum RFP at the below mentioned address on or before scheduled date & time, along with a non-refundable processing fee of Rs. 25,000/- (Rupees Twenty Five Thousand Only) in the form of Demand draft/ Pay order in favour of “Delhi State Industrial and Infrastructure Development Corporation Ltd.”, payable at Delhi.

The submission must be addressed to

**EXECUTIVE ENGINEER (CD-23), DSI IDC**

**DSI IDC BUILDING, PLOT NO.74-A, RING ROAD, LAJPAT NAGAR-III, NEW DELHI-110024.**

## **Disclaimer**

1. This RFQ cum RFP is neither an agreement nor an offer by the Delhi State Industrial and Infrastructure Development Corporation Ltd. to the prospective applicants or any other person. The purpose of this RFQ cum RFP is to provide information to the interested parties that may be useful to them in formulation of their proposal pursuant to this RFQ cum RFP.
2. DSIIDC doesn't make any representation or warranty as to accuracy, reliability or completeness of the information in this RFQ cum RFP document and it is not possible for DSIIDC to consider particular needs of each party who reads or uses this RFQ cum RFP document. This RFQ cum RFP includes statements which reflect various assumptions and assessment arrived at by DSIIDC, in relation to the consultancy. Such assumptions, assessment and statements do not purport to contain all the information that each applicant may require. Each prospective applicant should conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information provided in this RFQ cum RFP document and obtain independent advice from appropriate sources.
3. DSIIDC will not have any liability to any prospective consultancy or any other person under any laws (including without limitation to the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFQ cum RFP document, any mater deemed to form part of this RFQ cum RFP document, the award of the Assignment, the information and any other information supplied by or on behalf DSIIDC or their employees, any consultants or otherwise arising in any way from selection process for the Assignment. DSIIDC will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFQ cum RFP.
4. DSIIDC will not be responsible for any delay in receiving any proposals. DSIIDC reserves the right to accept/reject any or all the proposals submitted in the response to this RFQ cum RFP document at any stage without assigning any reasons whatsoever. DSIIDC also reserves the right to withhold or withdraw the process at any stage with intimation to all those who have submitted their proposals in response to RFQ cum RFP.
5. The information given is not exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DSIIDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. DSIIDC reserves the right to change/modify/amend any or all provisions of this RFQ cum RFP document. Such revisions to the RFQ cum RFP/amended RFQ cum RFP will be made available on the website of DSIIDC.

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL  
TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

**Request for Qualification (“RFQ”) cum Request for Proposal (“RFP”) for  
Selection of Transaction Advisor for Development of Industrial  
Township/Project at Ranikhera, Mundka in Delhi**

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15.	Negotiation & Award of Contract	25
16.	Performance Security	25
17.	Execution of Contract	25
18.	Confidentiality	26
19.	Fraud and Corrupt Practices	26-27
20.	Miscellaneous	27-28
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27.	Annexure V – Format of Bank Guarantee for Bid Security	44-46
28.	Annexure VI – Curriculum Vitae for proposed professional staff	47-48
29.	Annexure VI A – MOU	49-54

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL  
TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

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*Asstt. Exe. Engineer*  
*CD-23, DSIIDC.*

*Executive Engineer*  
*CD-23, DSIIDC.*

*Superintending Engineer*  
*DW-II, DSIIDC.*

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Chief Engineer-IV  
DSIIDC.



**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL  
TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

**SECTION-I**

**1. Section I – Letter of Invitation**

- 1.1. Delhi State Industrial and Infrastructure Development Corporation Ltd. (“DSIIDC”) intends to develop an integrated Industrial Township/Project at RanikheraMundka, situated in North West part of Delhi. The project proposed to be developed shall be a major Greenfield project spread over an area of 147 acres. The project will spearhead the industrialisation of North West Delhi, and also create employment opportunities for about 7.5 Lac people (directly and indirectly). The land on which project is proposed is classified as Land falling in Zone M, which is classified for promotion of Light and Service industry.
- 1.2. The land is strategically located with excellent connectivity through various modes of transport i.e. road, metro-corridor, railways. Further, land is proposed to be connected by UER –II.
- 1.3. DSIIDC had initially got a pre-feasibility study for the project done by Price Water Coopers in 2012 and thereafter proceeded to appoint an architect for developing Master Plan and Layout plan for the entire proposed project. Upon preparation of the master plan and layout plan. DSIIDC has currently submitted the plans for Phase I of the project for approval of Municipal Corporation of Delhi. Phase I of the project has been considered to include:-
- a) Industrial Space - 7,00,000Sqm
  - b) Institutional & Office Space - 50,000Sqm
  - c) Warehousing Space - 1,00,000Sqm
  - d) Parking and Services - 50,000Sqm
- 1.4. DSIIDC, now wishes to take up development works at site for phase I, after obtaining necessary permissions and approvals, for which it wishes to appoint a Transaction Advisor. The detailed scope of work, which the Transaction Advisor shall be obligated to provide, is provided in Terms of Reference.
- 1.5. The objective of this RFQ cum RFP is for Selection of Transaction Advisor for Development an Industrial Township/Project at RanikheraMundka in Delhi.
- 1.6. The consultant shall be selected under combined Quality cum Cost based selection (CQCCBS) and procedures described in this RFQ cum RFP.
- 1.7. This RFQ cum RFP includes the following documents:-
- Section I Letter of Invitation
  - Section II Instructions to Consultants
  - Section III Technical Proposals- Standard Forms

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL  
TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

Section IV Financial Proposals - Standard Forms  
Section V Terms of Reference  
Section VI Contract Documents.

\*Please note all clarifications/corrigendum will be published only at [www.dsiidc.org](http://www.dsiidc.org). Consultants are advised to regularly monitor the section for any updates.

**EXECUTIVE ENGINEER (CD-23)  
DSIIDC.**

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL  
TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

**Section II – Instructions to Consultants**

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL  
TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

**2. Introduction**

- 2.1. DSIIDC will select a consulting firm/organisation, in accordance with the method of selection specified in the RFQ cum RFP. Applicants are advised that the selection of consultant shall be on the basis of an evaluation by DSIIDC, done in accordance with the RFQ cum RFP. Applicant shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection process will be given and decision of DSIIDC shall be final, without any right to appeal whatsoever.
- 2.2. Applicant is invited to submit Technical and Financial proposals, in form and format strictly prescribed in this RFQ cum RFP. Proposal shall be the basis for signing of contract between the Selected Consultant and DSIIDC. Proposals submitted in any other format shall be summarily rejected. Selected applicant shall be required to enter into a contract as provided in RFQ cum RFP and shall carry out works as specified in Terms of Reference.
- 2.3. Applicants are advised to visit the site and familiarise themselves with local conditions. It is expected that the Applicant has taken into account the local conditions, while submitting its' proposals.
- 2.4. DSIIDC shall provide inputs, facilities required to carry out the services and provide relevant project data and reports related to assignment and within possession of DSIIDC at no extra costs. However, it is expressly stated that such data/reports/information provided to the Applicant or Selected Consultant as the case may be, shall be only indicative and solely for the purpose of rendering assistance to the Applicants towards preparation of their proposals. Applicants are advised to undertake their own due diligence before placing any reliance on any such data/report/information furnished or to be provided by DSIIDC/or its Project management agency/consultants.
- 2.5. Applicant shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstration or presentation which may be required by DSIIDC or any other costs incurred in connection with or relating to its proposal. DSIIDC is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to awarding of contract, without thereby incurring any liability to applicants.
- 2.6. DSIIDC requires that the Consultant selected provides professional, impartial advice and at all times, holds DSIIDC interest as paramount, to meet the objective of the assignment. Selected consultants are advised to avoid conflicts with other

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL  
TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

assignments or its own interests, and act without any consideration for future works. Selected consultant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interest of DSIIDC and the project.

2.7. DSIIDC requires the selected consultant to observe highest standards of ethics during the selection process and execution of its contracts and contracts with prospective bidders for projects. In pursuance of this policy, selected consultant shall not engage in either corrupt or fraudulent practice. DSIIDC further reserves its' right to reject a proposal or cancel a contract, without incurring any liability, if in the opinion of DSIIDC, Applicant/Selected consultant has engaged in corrupt or fraudulent practice defined herein below:-

- a. "Corrupt practice" means the offering, giving, receiving, or soliciting anything of value to influence the action of officials in the Selection Process or in contract execution; and
- b. "Fraudulent practice" means a misrepresentation of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to the Client, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the Client of the benefits of free and open competition.

2.8. DSIIDC requires Applicants and Selected Consultant to follow highest level of work ethics, if any Applicant or Selected Consultant has a conflict of interest or indulge in "prohibited practices", the Applicant/Selected Consultant, as the case may be disqualified. Further, in event of any entity being barred by Central Government, any State Government, a Statutory authority, PSUs or any State Government undertaking, from participating in any project or bid, and the bar subsists as on the date of proposal due date, it would not be eligible to submit a proposal.

2.9. In case of any of the above is brought to the notice of DSIIDC in relation to any of the Applicant or Selected Consultant, DSIIDC shall apart from its' right to debar the Applicant or Selected Consultant, shall be further entitled to declare the Applicant ineligible either indefinitely or for a stated period of time.

2.10. Applicant shall submit a proposal valid for a period of not less than 180 (one hundred and eighty days) from the Proposal Due Date. ("PDD")

2.11. Applicants or Selected consultant shall be required to follow and adhere to timelines strictly and deliver the deliverables at each stage as given in Terms of Reference.

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

**3. Brief Description of Selection Process**

3.1. DSIIDC has adopted a three stage selection process ("Selection Process") for evaluating the Proposals. The bids shall comprise of three parts namely:-

a) Pre-Qualification Stage

\*to be submitted in a separate sealed envelope, along with non-refundable Processing Fee and Bid Security marked as "**PRE QUALIFICATION PROPOSAL**"

b) Technical Stage } (To be submitted separately in a sealed envelope marked  
Financial Stage } as "Technical and Financial Proposal)

\*Applicant shall seal the technical and financial stage proposals separately in a separate envelope and then place them in a sealed envelope along as stated above. Applicant shall mark the envelope as "**TECHNICAL AND FINANCIAL PROPOSAL**")

3.2. Applicant shall place the two envelopes in a covering envelope which shall be marked as follow:-

**PROPOSAL FOR SELECTION AS A TRANSACTION ADVISOR FOR DEVELOPMENT OF AN INDUSTRIAL TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

It shall be addressed to:

EXECUTIVE ENGINEER (CD-23), DSIIDC

DSIIDC BUILDING, PLOT NO.74-A, RING ROAD, LAJPAT NAGAR-III, NEW DELHI-110024.

3.3. DSIIDC shall open the proposals submitted by the Applicants at scheduled date & time. At first DSIIDC shall open the envelope marked as "Pre-Qualification Stage" and deposit the Non-refundable processing fee. Any proposal not accompanied by non-refundable processing fee and Bid Security shall not be considered.

3.4. DSIIDC shall subsequently evaluate all pre-qualification documents, and inform only qualified Applicant for further dates for opening of Technical and Financial Proposals.

3.5. On the designated date, DSIIDC shall open only the technical stage document of the Applicants and upon further evaluation shortlist the Applicants. Financial Proposals of only technically qualified Applicants would be opened. Proposals would be finally ranked according to their combined technical and financial

## **SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

scores, in accordance with the terms of RFQ cum RFP. The Applicant ranked first shall be preferred for contract signing ("Selected Applicant"), while the second ranked consultant will be kept in reserve.

### **4. Processing Fee, Bid Security and Performance Security**

**4.1. Proposal shall be accompanied along with a Demand Draft/Pay order of Rs.25,000/- (Rupees Twenty Five Thousand Only) in favour of "Delhi State Industrial and Infrastructure Development Corporation Ltd" payable at New Delhi as a non-refundable RFQ cum RFP processing fee. Proposals not accompanied with the Processing fee shall be summarily rejected by DSIIDC.**

**4.2. Along with the Pre-Qualification Proposal, Applicant shall also submit a Bid Security of Rs. 5,00,000/- (Rupees Five Lacs Only), in form of a Bank Guarantee in the format specified in Bid or in the form of Demand Draft.**

4.3. DSIIDC shall be entitled to forfeit and appropriate bid security, towards damages to DSIIDC, without prejudice to any of DSIIDC rights in RFQ cum RFP, under the following conditions:-

- a) If the applicant engages in corrupt, fraudulent, coercive, undesirable or restrictive practice as envisaged under this RFQ cum RFP.
- b) If any applicant withdraws, its proposal during its validity or fails to extend as requested by DSIIDC.
- c) In case Selected Applicant, fails to sign the contract or provide the Performance Security within specified time limit, or
- d) If the Applicant commits any breach of terms of RFQ cum RFP or is found to have made a false statement.

4.4. Performance security of the amount specified in the RFQ cum RFP shall be provided by the Selected Applicant in form of Bank Guarantee in the specified form or Demand Draft, which shall be valid for 180 days more than the contract period. Applicant shall be bound to renew the Performance security in terms of this RFQ cum RFP, upon request being made by DSIIDC.

### **5. Proposals & Preparation of Proposals**

5.1. DSIIDC reserves its' right to reject any or all Proposals;

- a) Notwithstanding anything contained in this RFQ cum RFP document, DSIIDC reserves its right to reject any proposal and to annul the Selection

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

process and reject all proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

- b) Without prejudice to the generality of above, the Client reserves the right to reject any proposal, if:
  - a. At any time, a material misrepresentation is made or discovered, or
  - b. The Applicant doesn't provide, within the time specified by DSIIDC, the supplemental information sought by DSIIDC for evaluation of Proposal.
- c) Such misrepresentation/improper response by the Applicant may lead to disqualification of the Applicant. If such disqualification/rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/rejected, then the client reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the client, including annulment of the Selection process.

**5.2. Acknowledgment by the Applicant**

- a) It shall be deemed that by submitting the Proposal, the Applicant has:-
  - a. made a complete and careful examination of the RFQ cum RFP
  - b. received all relevant information requested from DSIIDC
  - c. accepted the risk of inadequacy, error or mistake in the information provided in the RFQ cum RFP furnished by or on behalf of DSIIDC
  - d. satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed application and performance of all of its obligations there under;
  - e. agreed to be bound by the undertaking provided by it under and in term hereof.

5.3. Applicant may seek clarifications on this RFQ cum RFP. Request for clarification shall be in written format. DSIIDC will respond to the queries by carrying out necessary modifications in RFQ cum RFP if it is required.

5.4. DSIIDC may at any time before the submission of proposals, for any reasons, whether at its own response or in response to a clarification requested by a



**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL  
TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

prospective Applicant, modify the RFQ cum RFP document by amendment. All amendments or corrigendum will be posted on DSIIDC official website. In order to afford a reasonable time for taking an amendment into account, or for any other reason, DSIIDC may at its discretion extend the proposal due date.

- 5.5. Applicants are encouraged to attend the pre-bid meeting. Not more than two persons per applicant, shall be allowed to attend pre bid meeting, which shall be scheduled on specified date & time Conference room of DSIIDC, HQ Building, N-36, Connaught Place, New Delhi-110001.
- 5.6. Applicant shall submit the proposal in English language and strictly in the format provided in RFQ cum RFP. DSIIDC will evaluate only those proposals that are received in the specified forms and formats complete in all respects.
- 5.7. Applicants are expected to thoroughly examine the RFQ cum RFP document. Material deficiencies in providing the information requested may result in rejection of Proposal.
- 5.8. Applicant should not have conflict of interest. An applicant shall be deemed to have a conflict of interest affecting the Selection process, if:-
  - a) There is a conflict among this and other consulting assignments of the Applicant (including its personnel and sub-consultants) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Client for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
  - b) Consulting Firms, who has been engaged by DSIIDC to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as per provisions of this RFQ cum RFP, conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
  - c) The Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any

## **SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5 percent of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

For purposes of this RFQ cum RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50 percent of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

5.9. Proposal shall be typed and written in indelible ink and signed by the Authorised Representative of the Applicant, who shall initial each page in blue ink. Proposals must be properly signed by the Authorised Representative as detailed below:-

- a) By a proprietor in case of proprietary firm
- b) By a partner in case of partnership firm and/or a limited liability partnership;  
or
- c) By a duly authorised person holding the Power of Attorney, in case of a limited company or a corporation; or

5.10. Applicants should note the Proposal due date, as specified in Data Sheet, for submission of Proposals. No supplementary material or information shall be entertained by DSIIDC, which shall be summarily rejected. Evaluation shall be strictly carried out by DSIIDC on the basis of document received by closing time of Proposal due date. For avoidance of doubt, it is specifically stated that DSIIDC is entitled to seek further information, to substantiate or clarify any information submitted by Applicant.

### **6. Pre-Qualification Proposal**

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

6.1 While preparing pre-qualification proposal, Applicant is expected to fill the following forms

- |      |              |  |
|------|--------------|--|
| i.   | Annexure I   | Pre-Qualification Proposal Submission Form |
| ii.  | Annexure II  | Format for submission of eligible project  |
| iii. | Annexure III | Format for submission of financial details |
| iv.  | Annexure IV  | Power of Attorney                          |
| v.   | Annexure V   | Bid Security in DD/Bank Guarantee          |

6.2 Should comply with the minimum eligibility criteria as specified in the RFQ cum RFP.

**7. Technical Proposal**

7.1 While preparing technical proposals, Applicant is expected to provide the following details:-

- i. Technical Proposal
- ii. Applicant Experience
- iii. Proposed Methodology
- iv. Team Composition and Task Assignments
- v. Curriculum Vitae for proposed professional – ‘Annexure-VI’
- vi. Staffing and Work Schedule
- vii. Details of Project Management team along with CV's of each team member

7.2. Applicant, while preparing Technical proposal is required to give particular attention to the following:-

- a) Key Staff other than Legal Expert must be full time employees of Applicant
- b) Composition of the proposed team and task assigned to individual personnel must be clearly stated.
- c) No key personnel shall be proposed for any position, if the CV of the personnel doesn't meet the requirements of the Terms of Reference.
- d) CV must be signed by the Key Personnel at any date after the proposal has been uploaded on net. CV must be countersigned by Authorised Personnel.
- e) CV shall be summarily rejected, if the educational qualification of the key personnel proposed doesn't match with the requirement state in RFQ cum RFP document.
- f) Applicant shall submit an MOU entered into with the Legal Expert agency as a part if the Technical Proposal forms as per format attached as **Annexure VI A**.
- g) No alternate proposal for any key personnel shall be made and only one CV for each position to be furnished.
- h) Personnel proposed must possess good working knowledge of English language.
- i) Technical proposal must not include any financial information.

## **SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

\*Failure to comply with the requirements spelt out above shall lead to the deduction of marks during the evaluation. DSIIDC, shall also be entitled to reject proposal at its' sole discretion.

### **8. Financial Proposal**

8.1. Applicant is expected to take into account the various requirements and conditions stipulated in this RFQ cum RFP document. The financial proposal should be a lump sum proposal inclusive of all costs including but not limited to all taxes associates with the Assignment. While submitting the proposal, the Consultant shall ensure the following:-

- a) All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc.), accommodation, air fare, transportation, equipment, printing of documents, secondary and primary data collection, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- b) The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the draft contract, levies and other impositions applicable under the prevailing law on the Consultants, sub-consultants and their staff. For the avoidance of doubt, it is clarified that all taxes, including GST, shall be deemed to be included in the cost shown under different items of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

8.2. The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFQ cum RFP.

8.3. The financial Proposal shall be divided into professional fee and out of pocket expenses as per forms prescribed in this RFQ cum RFP. The break-up of remunerations and out of pocket expenses should match the total cost of Financial Proposal.

8.4. Consultants shall express the price of their services (including break down of their costs) in Indian Rupees.

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

- 8.5. The Consultants may be subjected to local taxes (such as service tax, social charges or income taxes on non-resident foreign personnel, duties, fees, levies etc) on amounts payable by the Client under the Contract. Consultants must do their due diligence about the tax implications and Client will not be liable for any incident.
- 8.6. The Proposals must remain valid for a period as specified in the Data Sheet. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete contract signing within this period. If the Client wishes to extend the validity period of the proposals, it may ask the consultants to extend the validity of their proposals for a stated period. Consultants, who do not agree, have the right not to extend the validity of their proposals.
- 8.7. No additional remuneration shall be payable in any event, if the contract period is extended, due to any circumstances.

**9. Submission, receipt and opening of Proposals**

- 9.1. The Proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the person or persons who sign(s) the Proposal.
- 9.2. The Authorised Representative of the Applicant should initial all pages of Pre-Qualification, Technical and Financial proposal. The Authorised Representatives authorisation should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.
- 9.3. The Applicant shall submit two (2) copies of Pre-Qualification Proposal (one original and one copy), two (2) copies of Technical Proposal (one original and one copy) and one copy of Financial Proposal. One soft copy in a PDF format of both Pre-Qualification and Technical Proposals shall also be submitted by the Applicant. The Pre-Qualification, Technical and Financial Proposals must necessarily be Hard Bound separately and all pages serially numbered. Hard Bound implies such binding between two covers through stitching whereby it may not be possible to replace any paper without disturbing the document. In case of any discrepancy between the original and the copy (including soft copy) of the technical proposal, the contents as per original will only be considered.

9.4. Proposals prepared shall be sealed in the following manner:-

<b>Envelope</b>	<b>Content</b>
Outer Envelope	Request for Qualification (RFQ) cum Request for Proposal (RFP)

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

Separate Sealed Envelope	Bid Processing Fee & Bid Security
RFQ Envelope	Pre-Qualification Proposal (Separately sealed envelope) along with a soft copy
Technical Envelope	Technical Proposal (Sealed Envelope)
Financial Envelope	Financial proposal (Separately sealed envelope)

9.5. Proposals properly sealed and authenticated. Outer envelope should be super scribed as follow:-

**PROPOSAL FOR SELECTION AS A TRANSACTION ADVISOR FOR DEVELOPMENT OF AN INDUSTRIAL TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

and shall be addressed to

EXECUTIVE ENGINEER (CD-23), DSIIDC

DSIIDC BUILDING, PLOT NO.74-A, RING ROAD, LAJPAT NAGAR-III, NEW DELHI-110024.

### **10. Receipt of Proposals**

- 10.1. Any Proposal received after the closing time for submission of Proposals will be returned unopened.
- 10.2. After the deadline for submission of proposals the Technical Proposal shall be opened by the Evaluation Committee to evaluate whether the Applicants meet the prescribed Criteria. The Financial Proposals shall remain sealed.
- 10.3. After the Proposal submission until the contract is awarded, if any Consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the firm to influence the Client during the Proposal evaluation, Proposal comparison or contract award decisions may result in the rejection of the consultant's proposal..

### **11. Opening & Evaluation of Proposals**

- 11.1. As part of evaluation, pre-qualification proposal submission shall be checked to evaluate, whether the Applicant meets the prescribed minimum qualification criteria. Subsequently Technical proposal of only those applicant, who meet prescribed minimum qualification shall be opened and checked for responsiveness to the bid, in accordance with the criteria set out in RFQ cum RFP.

## **SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

11.2. Prior to evaluation of Proposals, DSIIDC will determine whether each proposal is responsive to the requirements of the RFQ cum RFP at each evaluation stage as indicated below. DSIIDC, in its sole discretion, may reject any proposal that is not responsive hereunder. Proposal will be considered responsive at each stage only if:-

- a) Received in specified formats.
- b) Is received before proposal due date.
- c) Is accompanied by processing fee as specified in RFQ cum RFP document.
- d) Is signed, sealed and bound in hard cover and marked as stipulated in RFQ cum RFP document.
- e) Is not non-responsive in terms hereof.
- f) Is accompanied by Bid Processing fee and Bid Security.

11.3. As part of evaluation, Prequalification proposals, submitted by the Applicant shall be evaluated first. Applicant has to meet out Minimum Prequalification criteria, the technical proposal of only those applicant would be considered who meet out minimum pre-qualification criteria set out herein below. In case applicant doesn't meet out pre-qualification criteria, the Technical and Financial Proposal of the Applicant shall be returned along with Bid Security, after completion of evaluation.

### **12. Minimum Prequalification Criteria**

12.1. Consortium or Joint Bidding is not allowed.

12.2. Applicant has to be a single entity applicant being either a Proprietorship Concern, Partnership Concern, Company registered under Indian Companies Act, 1956/2013 or a body corporate incorporated under the applicable laws in India.

12.3. Should have an average annual turnover, from providing consultancy services (excluding Revenue from services like Audit, IT, Tax Advisory) in preceding last five years of Rs150 Crores (Rupees One Hundred Fifty Crores) and above.

#### **12.4. Eligible Projects:**

- a) Eligible Assignments / Eligible Project:
  - i). Applicant Should have experience in providing DPR and/or Feasibility study and/or Transaction Advisory and/or PPP Advisory for establishing of new Industrial Project/SEZ/IT Park/ Real Estate project (Housing, Commercial, Township, Hotel, Hospital, Education, Tourism) to Central/any State Government/ PSUs/Statutory authority or any state government undertakings or private sector (to be supported with TDS).

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

- ii). Projects should have capital cost of more than Rs 1,000 (One thousand) Crores OR have land area of 15 acres OR built up area of 01 million sq.ft. or more.
  - iii). Provided that all Eligible Assignments relating to projects based on the same Model Concession Agreement and awarded by the same public entity shall be counted as one Eligible Assignment.
  - iv). Each project should have received over Rs. 15,00,000/- (Rupees Fifteen Lacs) in fees till date.
  - v). Only completed projects shall be considered as Eligible Assignment / Eligible Projects.
- b) Applicant should submit details of a minimum of 3 eligible projects to be eligible for pre-qualification completed during the last 7 years from the last date of submission of bid.
- c) **Proof of experience** – Completion Certificate issued by clients, shall be accepted as a definite proof of experience for completed projects.

12.5. Should not have, during the last three years, neither failed to perform any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor has been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant.

12.6. Should not have been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal either by itself or through its Associate.

12.7. Should not have conflict of interest as defined above.

12.8. Completion Certificates issued by clients shall be accepted as a definitive proof of experience. Contract Copies or proof of payment shall not be considered.

### **13. Evaluation Method**

13.1. In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR - SOW, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals score 60 points or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest technical score (S).



**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

13.2. Each Key Personnel must score a minimum of 50% marks except as provided herein. In case the Selected Applicant has one Key Personnel, who scores less than 50% (fifty per cent) marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 50% (fifty per cent) or above. Further, the team leader should be on the pay roll of the applicant firm or a partner in the firm.

13.3. The scoring criteria to be used for evaluation shall be as follows:

<b>S.N.</b>	<b>Criteria</b>	<b>Marks</b>
<b>1.</b>	<b>Relevant Experience of the Applicant</b>	<b>35</b>
I	Experience of Eligible Assignments	20
	(a) Number of Eligible projects	10
	For Number of projects = 3	3
	For No. of projects > 3 but ≤ 9	9
	No. of Eligible projects > 9	(maximum)*
	(b) Comparative size and quality of projects	10
ii	Average annual turnover of last 5 years from consultancy services (excluding revenue from audit, IT/ tax advisory services)	15
	200 crore = turnover > 150 crore	5
	250 crore = turnover > 200 crore	10
	Turnover > 250 crore	15
<b>2.</b>	<b>Relevant Experience of the key Personnel</b>	<b>55**</b>
(a)	Team Leader	13
(b)	Infrastructure Expert	08
(c)	Urban Planning Expert	08
(d)	Financial Expert	08
(e)	Bid Process Management Expert	08
(f)	Legal Expert	10
<b>3.</b>	<b>Approach &amp; Methodology</b>	<b>10***</b>
	<b>Grand Total</b>	<b>100</b>

\* For each additional eligible project above 3 eligible projects 1 mark will be awarded.

\*\* 40% of the maximum marks for each key personnel shall be awarded for the number of Eligible Assignments the respective key Personnel has worked on. The remaining 60% shall be awarded for the comparative size and quality of Eligible Assignments. For Legal Experts marks shall be allocated to the agency demonstrating experience in joint ventures agreements / other service level agreement of Government / Public Sector Undertaking with Private sector participants as a part of the Infrastructure Assignments.

\*\*\* Relative marking across bidders based on their understanding the project, proposed approach & methodology and commitment to timeline etc.

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

13.4. Minimum Technical Score required to qualify technical evaluation is 60 points out of 100. A Proposal will be considered unsuitable and will be rejected at this stage, if it does not respond to important aspects of RFQ Cum RFP document and the Terms of reference or if it fails to achieve the minimum technical score. Financial Proposal of those Applicants, who fail to meet minimum technical score, shall be returned alongwith Bid Security.

13.5. DSIIDC RESERVES THE RIGHT TO MODIFY THE CONDITION OF ELIGIBILITY / EVALUATION CRITERIA AND METHODOLOGY ETC. AND MAY LOWER OR ENHANCE THE MINIMUM TECHNICAL SCORE POINTS DEPENDING ON BIDDERS RESPONSE OR NUMBER OF APPLICANTS. DSIIDC MAY ALSO INTRODUCE SOME ADDITIONAL FILTER MECHANISM TO SHORTLIST THE PARTICIPANTS.

13.6. Applicant, who fulfil the minimum technical score shall be intimated the date and time of opening of Financial Proposal, which shall be opened in presence of all the Applicant, who choose to be present on the date and time notified for opening of Financial Proposal.

13.7. Financial Proposal, found responsive shall be evaluated as follow:-

a) The Lowest Financial Proposal shall be given the financial score of 100.

b) The Financial Proposal of other consultant shall be evaluated as follow:-

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

Where, SF is the Financial Score, F<sub>m</sub> is the lowest Financial Proposal and F is the Financial Proposal (INR) under consideration.

13.8. Financial Score so collected shall be assigned, weightage of 30% and the Technical Score so collected shall be assigned weightage of 70%. Applicant achieving the highest score shall be declared Successful Applicant and invited for contract signing. ("Successful Applicant")

**14. KEY PERSONNEL**

The Consultant's team (the "**Consultancy Team**") shall consist of the following key personnel (the "**Key Personnel**") who shall meet the minimum criteria and discharge their respective responsibilities, as specified in the table below:

Sr. No	Key Personnel	Responsibilities	Educational Qualification	Minimum Experience (post qualification)	Experience on Eligible Assignment
1.	Team Leader	Lead, co-ordinate and supervise the TA team for delivering	Masters Degree in Business or Urban Planning	15 Years	Should have lead a multi-disciplinary team in minimum 5

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

		the TA services in a timely manner as envisaged in RFP	or CA		eligible assignments out of which one is PPP Assignment
2.	Infrastructure Expert	Shall be responsible for feasibility studies, project structuring and development strategy.	Bachelor in Engineering (BE/ B. Tech/ B Sc/ B Plan)AND Masters in Planning, Infrastructure Management, Construction Management, Urban/ Regional Planning or any Infrastructure Related Field	10 Years	Should have lead a multi-disciplinary team in minimum 3eligible assignments out of which one is PPP Assignment
3.	Urban Planning Expert & Infrastructure Expert	Preparation of project development options on the basis of all applicable planning guidelines and development regulations and review of master plan (if required)	Masters in Urban Planning or Architecture	10 Years	Should have led the architectural/planning teams for at least 3 eligible assignments
4.	Financial Expert	Shall be responsible for preparation the financial model undertaking necessary financial analysis, review and advice on financial terms of the agreement/proposals from the potential bidders.	MBA/CA/CS/PG P or equivalent	10 Years	Should have worked on demand analysis and best use study in minimum 3 (three) eligible assignments
5.	Procurement Expert	Deciding the PPP procurement option and preparation of requisite documentation	MBA or equivalent	5 Years	Should have worked as Financial Expert on 3 eligible assignments
6.	Legal Expert	All the legal matters, covering applicable rules, regulations, bye laws etc including drafting of concession agreement/ contract documents	LLB	10 Years	Should have been involved in rendering legal services in respect of preparation of documents for at least 3 infrastructure assignments

The legal expert agency should have successfully advised in and completed at least one infrastructure consultancy/assignment of drafting/preparing legal documents

## **SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

(such as Tender Documents, Model Concession Agreement, Lease Agreement, Development Agreement etc.) (including those in PPP / JV or any other contractual mode) and should have received atleast Rs.15,00,000/- as fees from the Project. These shall be classified as "Infrastructure Assignments".

Consultancy team shall operate full-fledged PMU with all its key personnel as required by DSIIDC from DSIIDC Office.

### **15. Negotiation & Award of Contract**

- 15.1. Negotiation shall be conducted only with the Successful Applicant, which shall generally be not for the purpose of reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFQ cum RFP. Issues such as deployment of Key Personnel, understanding of Scope of Work, methodology and quality work plan shall be discussed during the negotiations. In case, the Selected Applicant fails to reconfirm its commitment, DSIIDC reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.
- 15.2. After negotiations, a letter of Award ("LOA") shall be issued, in duplicate, by DSIIDC to successful Applicant and Successful Applicant shall, within 7 (seven) days of the receipt of LOA, sign and return the duplicate copy of LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by successful applicant is not received by the stipulated date, DSIIDC shall at its discretion either extend the time for submission thereof or forfeit the Bid Security and the next highest ranking Applicant may be considered.

### **16. Performance Security**

Performance security equivalent to 5(five) percent of total cost of financial proposal shall be furnished from a Nationalised/Scheduled Bank, before signing of the contract, in form of a Bank Guarantee in the format specified in RFQ cum RFP document. For the successful bidder the Performance Security will be retained by DSIIDC until the completion of the assignment of Consultant and will be released after successful completion of assignment.

### **17. Execution of Contract**

Contract would be executed between DSIIDC and Successful Applicant within 30 (thirty) days from the date of issue of LOA, as per the format attached. No deviations shall be made in the Agreement, at the time of signing of Contract.

## **SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

### **18. Confidentiality**

Information relating to evaluation of proposals and recommendations concerning awards of contract shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

### **19. Fraud and Corrupt Practices**

19.1. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFQ CUM RFP, the Client will reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Client will, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to the RFQ CUM RFP, including consideration and evaluation of such Applicant's Proposal.

19.2. Without prejudice to the rights of the Client under this Clause, hereinabove and the rights and remedies which the Client may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFQ CUM RFP issued by the Client during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

19.3. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

**"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or

## **SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;

**“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

**“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

**“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

**“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### **20. Miscellaneous**

20.1. The Selection Process shall be governed by, and construed in accordance with, the laws of India and courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

20.2. DSIIDC, without incurring any liability and in its sole discretion, reserves the right at any time, to:-

- a) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

- b) Consult with any Applicant in order to receive clarification or further information;
- c) Retain any information and/or evidence submitted to DSIIDC by, on behalf of and/or in relation to any Applicant; and/or Independently verify, disqualify, reject and/or accept any and all submission or other information and/or evidence submitted by or on behalf of any applicant.
- d) It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- e) All documents and other information provided by Client or submitted by an Applicant to Client shall remain or become the property of Client. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. Client will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to Client in relation to the consultancy shall be the property of Client.
- f) The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

**21. Tentative Time Schedule of Selection Process and Timelines of Contract**

**(A) Time Schedule of Selection Process:**

DSIIDC shall endeavour to follow the following Schedule:

S. No.	Description	Date
1	Date of Issue of RFQ Cum RFP	01.11.2017
2	Last Date for Receiving Queries/Request for Clarification	13.11.2017
3	Pre Bid Meeting	17.11.2017
4	Clients Response to Queries/request for Clarification	21.11.2017
5	Proposal Due Date for submission of completed bid	28.11.2017 up to 15:00 hrs.
6.	Opening of Pre-qualification bid	29.11.2017

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

		at11:00 hrs.
<b>7.</b>	<b>Opening of Technical bid</b>	To be informed later.
<b>8.</b>	<b>Opening of Financial bid</b>	To be informed later.

**(B) Timelines of the Contract:**

The following timeline is fixed for the deliverables.

<b>Cost Component</b>	<b>Percentage of Project Cost</b>	<b>Time allowed</b>	<b>Cummulative Time from date of start</b>
<b>Submission of Reports on Financial Model</b>			
<b>(a) Submission of Inception Report</b>	<b>05%</b>	<b>01- month</b>	<b>01- month</b>
<b>(c) Submission of Draft Report</b>	<b>10%</b>	<b>02-months</b>	<b>03-months</b>
<b>(d) Submission of Final Report</b>	<b>10%</b>	<b>03-months</b>	<b>06-months</b>
<b>Preparation and processing of Bid</b>	<b>20%</b>	<b>04-months</b>	<b>10-months</b>
<b>Selection of Agency and award of work</b>	<b>25%</b>	<b>04-months</b>	<b>14-months</b>
<b>Project Management</b>	<b>30%*</b>	<b>12 Months</b>	<b>26-months</b>

**22. Terms of Reference – Scope of Work (“TOR / SOW / TOR – SOW”)**

Project Monitoring Unit (PMU) should be responsible for the scope of work involving the following studies to successfully develop the land parcel, as mentioned above.

The key tasks to be undertaken by PMU are as follows:

- Market Demand Assessment
- Site Analysis
- Benchmarking
- Financial Assessment
- Bid Process Management
- Project Management Team to supervise the work of contractor/agency so finalized till completion of the work.



## **SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

To achieve the above mentioned task the consultant shall be responsible for providing services, including, but not limited to:

### **22.1. Market and Demand Assessment:**

The consultant shall carry out suitability analysis for the Project, and would need to establish demand for various components of the project. Detailed study needs to be conducted to assess investor interest and market for the project, such as:

- a) Identify growth drivers and strengths of global and Indian market scenario
- b) Understand industrial scenario in Delhi
- c) Identify key industrial sectors which can be targeted
- d) Identify potential investors for each sector
- e) Research of Development Norms and Regulations
- f) Perform SWOT Analysis
- g) Establish list of potential investors for multi-level type manufacturing unit
- h) Market study of surrounding areas to establish demand for residential and commercial development
- i) Study and analyse the investment climate i.e. Government statute, policies, political and social environment, demographic and such other factors prevailing in India
- j) Assess the right project mix for the project to ensure the following: attracting business to Delhi, drive demand for industrial and economic growth, employment generation, attract clients and investors
- k) Identify the demand and supply scenario of the proposed asset classes in the market
- l) Detailed demand assessment to: Identify trends in industrial growth, identify target groups and competitive strengths, listing possible major products and services, understanding global trends, and identifying constraints.
- m) Assess the total area requirements received from the investors for the project

## **SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

- n) Broad mapping of the existing and proposed competitive economic activities in and around NCR
- o) Assessment of parameters like infrastructure development, changes in socio economic scenario or any other developments likely to boost the demand of the proposed asset class in future

### **22.2. Site Analysis:**

- a) Undertake a site visit to acquaint with the site characteristics
- b) Review of the land master plan compiled by the authority
- c) Changes in the master plan, if required.
- d) Reviewing of the Delhi Master Plan
- e) Reviewing of TOD Guidelines and Applicability

### **22.3. Benchmarking:**

- a) Carry out detailed case studies of best practices and learnings from across the world
- b) Carry out a detailed assessment of the success stories of the identified projects (already implemented) for identifying the key drivers for the success of the project, the salient features, key propositions, project USP(s), the implementation strategy and other key conditions for success of the projects
- c) Understanding the nature of existing and upcoming supply of the similar assets in terms of size and scale of supply, configuration, price points etc. in India and internationally
- d) Identifying comparable projects that would be direct competition to the proposed asset class in terms of configuration, brand value, price points, type of development, connectivity, amenities etc. and identifying the differentiating parameters for the proposed asset class

### **22.4. Financial Assessment:**

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

- a) The consultant should bring out various assumptions for revenue, cost and others, including basis thereof, which are used in the financial model. Financial model shall be prepared in MS Excel program and a simplified summary sheet of the entire financial analysis should be prepared showing key data such as: Project Cost, Equity, Debt, Capital Expenditure, Total Revenues, Project Cash Flows, Project IRR and Equity IRR etc.
- b) The Consultant shall also include the cost of rehabilitation of existing facilities/structures, if any, as part of the calculation of capital costs for the project. Any enhancement in the revenue potential arising from such rehabilitation shall be included for the purpose of financial analysis.
- c) The Consultant shall also undertake sensitivity analysis by identifying the most critical factors and determine their impact on the IRR, including varying project costs and benefits, implementation period, and combinations of these factors.
- d) The consultant shall conduct financial viability studies through a detailed financial model. The financial analysis shall bring out all relevant assumptions clearly and shall include preliminary estimates of:
  - i. Block estimate of capital and operating cost related to the project
  - ii. Revenue estimation
  - iii. Cash flows projections
  - iv. Profitability analysis of the project (NPV, IRR, break-even analysis, Pay-back period)
  - v. Identification of sources for financing the project: The consultant shall identify the operation and maintenance requirements and work out the most sustainable financial model for the Project
  - vi. Project Structuring: The consultant shall recommend the most optimum project structure for implementation of the project to maximize the market potential and investor interest. The analysis would involve:
    - a. Assessment of commercial viability of the project
    - b. Analysis of expertise (legal/political etc) towards implementation of the project under PPP Route.

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

- c. Expected returns for all the stakeholders involved, specifically private sector, to make the project attractive for investment.
- d. The key steps involved in the project structuring would involve:
  1. Identification of suitable development model for the project components
  2. Identification of suitable project delivery model, demarcating the roles, responsibilities and risks. Options for project delivery models include:
    - a. Engineering, Procurement & Construction (EPC)
    - b. Infra Build, Operate & Transfer (Infra BOT)
    - c. Operate, Maintain & Transfer (OMT)
    - d. Design, Build, Operate & Transfer (DBOT)
    - e. Design, Build, Finance, Operate & Transfer (DBFOT)
  3. Implications on Taxes and Duties, if any
  4. Accounting for prevailing allotment and transfer regulations, FDI Norms, and sector specific investment options
  5. Identification of appropriate revenue model defining the manner in which fund will be received by DSIIDC. Option for revenue model include:
    - a. Annual Concession Fee
    - b. Revenue Share
    - c. Upfront / Premium
    - d. Mixed Revenue Model (Upfront Fee with either revenue share or concession fee)
  6. Identify all income streams, financially structure the project and to work out the financial viability indicators of the project by considering different revenue models.
  7. Examine and establish the feasibility of financing the project on various modes including the PPP route by selection of operator / developer
  8. Examine and suggest suitable legal and institutional framework for the project development.

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

9. Draw the implementation strategy for the project where the details regarding the responsibilities involved in the project development and operation stage shall be identified and listed.
10. Funding requirement and potential sources of financing – Private sector financing through PPP / DSIIDC's own sources / Government grant / Market loans / State Government Funds
11. Comprehensive risk assessment including the following risks:
  - a. Market Risk
  - b. Political Risk
  - c. Approvals Risk
  - d. Financing Risk
  - e. Pricing Risk
  - f. Force Majeure

**22.5. Bid Process Management:** The scope of consultant would involve preparation and issue of Bidding Documents (RFQ / RFP), participation in pre-bid and post-bid conferences, evaluation of Bid documents and assisting in finalizing the agreement with successful private partner. It would include the following services

- a) Preparation of Project Information Memorandum
- b) Marketing of project to potential investors/ operators: The consultant shall carry out requisite marketing exercise to elicit adequate response from developers and other interested parties and provide a list of renowned developer/investors (with addresses & phone nos.) for these sites whom the consultant has contacted in the course of the study as well as during the bidding process and who have indicated their interest in the proposed development. The consultant shall prepare and give presentations during pre-bid or other meetings with developers anchor the meetings and carryout other such necessary efforts for maximizing participation by prospective developers in the bidding process. A report on the above shall be included in the final report to be submitted by the bidder.
- c) Carry out one to one interactions with segment wise key players/ investors / stakeholders in their requirements and organize stakeholder consultations
- d) Estimation of Bidding Criteria based on final project structure and financial model

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

- e) Formulation of key commercial terms, key qualification criteria, both 'Technical' and 'Financial', bid evaluation criteria, documentation requirement, applicant details, execution time frame etc.
- f) Evolving mechanism for awarding points along the chosen technical and financial criteria
- g) Preparation of tender document (RFQ / RFP), including finalization of the following in discussion with the Authority
  - i. Pre-qualification criteria
  - ii. Test of responsiveness
  - iii. Earnest money deposit requirement of Performance security requirement
  - iv. Bidding schedule
  - v. Consortium and sub-contract conditions
  - vi. Selection basis
  - vii. Technical evaluation parameters and format
  - viii. Financial bid parameter and format
- h) The Consultant shall draft the Request for Proposal document and complete Tender documents based on the development model finalized with DSIIDC. Further, the consultant shall prepare, based on the inputs on commercial structuring of the Project, the contract/agreement to be made part of the RFP /Tender document. For this purpose, the Consultant shall work closely with DSIIDC. However, this bid document may be required to be modified based on the inputs from the prospective bidders, lenders and after pre bid meeting.
- i) Preparation of Draft Concession/Development Agreement, including General Conditions of Contract and Special Conditions of Contract
- j) Assisting the Authority in bid process management, including
  - i. Preparation of notice/ advertisement for bid
  - ii. Conducting pre-bid meeting & approaching potential partners

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

- iii. Compilation and drafting response to pre-bid queries
- iv. Suggesting corrigendum to bid documents
- v. Assistance in receiving and opening of technical bids
- vi. Examining test of responsiveness
- vii. Preparation and submission of technical evaluation report
- viii. Compilation of final combined technical and financial scores
- ix. Assistance in commercial negotiations
- x. Drafting notice of award
- xi. Signing of contract Agreement
- xii. Fulfilling Conditions Precedent
- xiii. Achieving of Financial Closure for the project

**22.6 Project Management(12 months)**

- i) The consultant shall constitute a suitable project management team for effective supervision and adherence to the provisions of the agreement entered into by DSIIDC with the Agency/ Developer/Operator till the completion of work.
- ii) The team shall certify the work at each stage and recommend release of funds, if any and recommend all necessary actions in terms of agreement.
- iii) The Transaction Advisor shall submit the details of the team of the Project Management along with the technical proposal. The team should have legal, financial, engineering and marketing experience. The CV's of all the team members shall be attached in the Annexure-XII of the Technical Proposal.

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL  
TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

**Section III – BidProposalFormsandFormats**



**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL  
TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

**ANNEXURE I**

**To,**

EXECUTIVE ENGINEER (CD-23), DSIIDC,  
DSIIDC BUILDING, PLOT NO.74-A, RING ROAD  
LAJPAT NAGAR-III, NEW DELHI-110024.

Sub Submission of RFQ cum RFP for Selection as Transaction Advisor for  
Development of Industrial Township/Project at Ranikhera,Mundka (Phase-I)  
in Delhi.

Dear Sir;

With reference to your RFQ CUM RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We, [name of firm] are submitting our Proposal. If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFQ CUM RFP. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFQ CUM RFP.

We understand you are not bound to accept any Proposal you receive.

Further:

1. We acknowledge that DSIIDC will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. We shall make available to DSIIDC any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of DSIIDC to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL  
TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

authority nor have had any contract terminated by any public authority for breach on our part.

6. We declare that:
  - a) We have examined and have no reservations to the RFQ CUM RFP, including any Addendum issued by the Authority;
  - b) We do not have any conflict of interest in accordance with the terms of the RFQ CUM RFP;
  - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFQ CUM RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with DSIIDC or any other public sector enterprise or any government, Central or State; and
  - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants.
8. We declare that we are a single entity applicant applying for selection as a Consultant.
9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFQ CUM RFP.
11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of Consultant or in connection with the selection process itself in respect of the above mentioned Project.

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL  
TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

13. We agree and understand that the proposal is subject to the provisions of the RFQ CUM RFP document. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Project is not awarded to us or our proposal is not opened or rejected.
14. In the event of our being selected as the Consultant, we agree to enter into a Contract in accordance with the contract prescribed in the RFQ CUM RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
15. We have studied RFQ CUM RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by DSIIDC or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy.
16. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.
17. We agree and undertake to abide by all the terms and conditions of the RFQ CUM RFP Document.

Thanking You

Yours Sincerely

*(Signature and Seal of Firm)*  
FOR [NAME OF FIRM]  
DETAILS OF AUTHORISED SIGNATORY AND DESIGNATION  
ADDRESS OF THE FIRM

PLACE  
DATED \_\_\_\_\_

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL  
TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

**ANNEXURE II**

**DETAILS OF ELIGIBLE PROJECTS**

(Using the format below, provide information on each of the assignment for which your firm, was legally contracted individually for carrying out consulting services similar to the ones requested under this assignment.)

- DETAILS TO BE ANNEXED WITH COMPLETION CERTIFICATE ISSUED BY CLIENT. IN CASE COMPLETION CERTIFICATE NOT ATTACHED. THE PROJECT WOULD BE IGNORED BY DSIIDC.
- PROJECTS UNDERTAKEN IN LAST TEN YEARS SHOULD ONLY BE INCLUDED.

Assignment Name and Project Cost	
Location with India	
Duration of Assignment	
Name of Client	
ADDRESS	
Narrative Description of Project	
Description of Actual Services provided by Firm	

AUTHORISED SIGNATORY OF FIRM

Certified by Statutory Auditor of Firm

This is certified that M/s [Name of Firm] had been engaged by M/s [name of client] for providing above mentioned services, for which the [name of firm] had received a total payment of Rs \_\_\_\_\_ (excluding service tax).

Seal & Signature of Statutory Auditor  
Name of Partner/Person Signing  
Membership No with Institute of Chartered Accountants of India

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL  
TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

**ANNEXURE III**

**FINANCIAL DETAILS OF APPLICANT**

Sr.No.	Financial Year	Revenue from Consultancy Services
1	2012-13	
2	2013-14	
3	2014-15	
4	2015-16	
5	2016-17	
	Average Annual Turnover	

**Certificate from the Statutory Auditor**

This is to certify that [name of company] [registered address] has received the payments shown above against the respective years.

Name of Authorized Signatory Designation  
Name of firm

Signature of Authorized Signatory Seal of Audit firm

Note:

The Minimum Eligibility Criteria for revenue should be satisfied by the Applicant.

In case the Consultant does not have a statutory auditor, it may provide the certificate from its Chartered Accountant.

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL  
TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

**ANNEXURE IV**

**FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED REPRESENTATIVE**

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorise Mr / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the "Authorised Representative"), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as consultant for [name of assignment], to be developed by Delhi State Industrial and Infrastructure Development Corporation Ltd. ("DSIIDC") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until the entering into of the Contract with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in „yyyy“ format].

For [name and registered address of organization] [Signature]  
[Name] [Designation] Witnesses:  
[Signature, name and address of witness]

[Signature, name and address of witness] Accepted  
[Signature] [Name] [Designation] [Address] Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL  
TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

**ANNEXURE V**

**FORMAT FOR BANK GAURANTEE – BID SECURITY**

BG No.

Date:

1. In consideration of you, Delhi State Industrial and Infrastructure Development Corporation Ltd. having its office at N 36, Bombay Life Building, Connaught Place, New Delhi 110001 (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of [Name of company], a company registered under the Companies Act, 1956 and having its registered office at [registered address of company], [and acting on behalf of a Consortium comprising of [name of company], [name of company] and [name of company] (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Consultant for [name of assignment] (hereinafter referred to as the “Consultancy”) pursuant to the RFQ CUM RFP Document dated [date] issued in respect of the Consultancy and other related documents including without limitation the draft contract for consultancy services (hereinafter collectively referred to as “RFQ CUM RFP Documents”), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of relevant clause of the RFQ CUM RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFQ CUM RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [in figures] ([in words]) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFQ CUM RFP Document.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFQ CUM RFP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFQ CUM RFP Document including, Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFQ CUM RFP Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL  
TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the RFQ CUM RFP Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFQ CUM RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words]).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Proposal Due Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFQ CUM RFP Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFQ CUM RFP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFQ CUM RFP Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our



**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL  
TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and Delivered by [name of bank]

By the hand of Mr. /Ms. [name], it's [designation] and authorized official.

(Signature of the Authorized Signatory) (Official Seal)

Notes:

- The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

**ANNEXURE VI**

**CURRICULM VITAE FOR PROPOSED PROFESSIONAL STAFF**

1.	<b>Proposed Position</b>													
2.	<b>Name of Firm</b>													
3.	<b>Name of Staff</b>													
4.	<b>Date of Birth</b>													
5.	<b>Nationality</b>													
6.	<b>Educational Qualification</b>	(indicate college/university and other specialised education of staff member, giving names of institutions, degrees obtained and years of obtainment starting from latest degree)												
7.	<b>Membership of Professional Organisation</b>													
8.	<b>Training &amp; Publications</b>	(Indicate Significant training since education degrees (under 5) were obtained)												
9.	<b>Languages Known</b>													
10.	<b>Employment record</b> <i>(starting with the present position, list in reverse order every employment held by staff members since graduation)</i>	<table border="1"> <thead> <tr> <th><b>Name of Organisation</b></th> <th><b>Position Held</b></th> <th><b>Duration YYYY to present</b></th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	<b>Name of Organisation</b>	<b>Position Held</b>	<b>Duration YYYY to present</b>									
<b>Name of Organisation</b>	<b>Position Held</b>	<b>Duration YYYY to present</b>												
11.	<b>Details of Task Assigned</b>													
12.	<b>Work Undertaken that best illustrates capability to handle Tasks assigned.</b>	<p>[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks assigned]</p> <p>Name of assignment or project:  Year:  Location:  Client:  Project  Cost:  Main project features: Positions held: Activities performed:</p>												

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL  
TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

13.	<b>Certification</b>	I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.
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<p align="center">Signature Date Name of Staff Member</p>	<p align="center">Signature Date Name of Authorized Signatory of Applicant</p>
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\*Please restrict the number of pages per CV to four (04) pages (two sheets if printed both sides). The one-page summary shall be over and above the four (04) page CV. Pages in the CV greater than these limits shall not be considered for evaluation.

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL  
TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

**Annexure-VI A**

**Format for Memorandum of Understanding**

*(Refer Clause 7.2 (f))*

*(To be executed on Stamp paper of appropriate value)*

This Memorandum of Understanding (“**MOU**”) is entered into on this the ..... day of .....  
20...

**BETWEEN**

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at ..... (hereinafter referred to as the “**First Party**” or “**Applicant**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

2. {Mr. ...., son of ..... resident of ..... } OR {..... a partnership firm incorporated under the \_\_\_\_\_ and having its registered office at .....} (hereinafter referred to as the “**Second Party**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The expression ‘Applicant’ or ‘First Party’ and ‘Second Party’ are collectively referred to as the “**Parties**” and each is individually referred to as such or a “**Party**”

**WHEREAS:**

- (A) The Delhi State Industrial and Infrastructure Development Corporation Limited (DSIIDC), an undertaking of the Government of NCT of Delhi and a company established under the Companies Act, 1956, having its office at N-36, Bombay Life Building, Connaught Circus, New Delhi 110001 (hereinafter referred to as “**Authority**”, which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) is the nodal agency for developing new industrial townships/projects in Delhi.
- (B) DSIIDC has issued Request for Qualification (“RFQ”) cum Request for Proposal (“RFP”) dated \_\_\_\_\_ (hereinafter referred to as the “**RFQ cum RFP**”) and invited applications (the “**Applications**”) for selection of transaction advisor for advisory and consultancy (“**Consultancy**”) in respect of development of phase I of industrial township/project at RanikheraMundka in Delhi (the “**Project**”).
- (C) It is one of the necessary condition under the RFQ cum RFP that the Applicant / First Party is required to give particulars of Legal Expert, enter into a memorandum of understanding with the Legal Expert agency and furnish a copy thereof with the Application.

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL  
TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

- (D) In view of the above condition in the RFQ cum RFP, the First Party has approached the Second Party to make available a Legal Expert required for the Consultancy and both the Parties have agreed to enter into this MOU in accordance with terms and conditions of the RFQ cum RFO.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

**1. Definitions and Interpretations**

- 8.1. In this MOU, the capitalised terms shall, unless defined herein or the context otherwise requires, have the meaning ascribed thereto under the RFQ cum RFP.

**2. Purpose**

- 2.1. The Parties are entering into this MOU for setting out the engagement terms and making available the respective key personnel for the Consultancy and their respective roles in respect of the Consultancy in terms of the RFQ cum RFP.
- 2.2. The purpose of this MOU shall be limited strictly to the purposes referred to in Clause 2.1 and as further described in this MOU. This MOU is not intended or deemed to constitute a partnership or agency between the Parties.
- 2.3. Each of the Parties agrees to deal with the other in good faith.
- 2.4. Neither Party shall be associated in any manner with any other third party in any negotiation, tender or proposal in connection with the Consultancy or Project without the previous written consent of the other Party. Each Party respectively undertakes and warrants that it shall procure compliance with this provision by its parent, subsidiary, and other members of its group of companies.

**3. Role of the Parties**

- 3.1. The Parties hereby undertake to perform the roles and responsibilities as described below:
- 3.1.1. First Party shall be overall responsible for the transaction advisory and services required for the Consultancy and for making available all the Experts and resources required in course of the Consultancy and for carrying out all work required for the proper fulfilment and of completion the Consultancy under the RFQ cum RFP and other documents and agreements that may be executed with the Authority. The Second Party shall deploy its personnel as and when required by the Authority in terms of the RFQ cum RFP and other documents executed with the Authority.
- 3.1.2. The Second Party shall be responsible for making available the Legal Expert only specifically for providing the legal support and advisory as a part of Consultancy including preparation of Draft Concession/Development Agreement, General Conditions of Contract and Special Conditions of Contract and drafting / vetting of other legal documentation in respect of the Project required as a part of the Consultancy in terms of the RFQ cum RFP; and
- 3.2. Each Party shall be under an obligation to the other Party to schedule, plan and execute its own scope of services in a manner such that it facilitates the work of the other Party

## **SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

and allows both Parties to fulfil their respective obligations, in a timely and effective manner under the RFQ cum RFP, this MOU and any other documents and agreement that may be executed with Authority.

- 3.3. The First Party shall enter into the contract for Consultancy with the Authority as prescribed under/in terms of the RFQ cum RFP ("Contract") and the Authority shall be entitled to deal with the First Party / Applicant for all communications, notice and matter related to the contract of Consultancy services and the onward communication between the First Party with the Second party and the Legal Expert shall be the responsibility of the Applicant. The First party shall be in charge of the Consultancy and be responsible for performance of the Contract.

### **4. Financial policy and administration**

- 4.1. The First Party and the Second Party shall share the fee to be received from the Authority in the sharing proportion as mutually agreed between the Parties.
- 4.2. The consolidated invoices for the services in relation to the Consultancy performed in respect of Project shall be prepared and submitted by the First party to the Authority and the Authority will have a right to release the payments as per terms agreed under the Contract. Second party will be invoicing the First Party and First Party shall be liable for payment to Second Party as per the timelines mutually agreed between the Parties. The Parties shall execute a separate Agreement setting out the detailed inter-se terms relating to sharing of fee and allocation of responsibility for their respective roles in respect of the Consultancy upon award of the Consultancy to the Applicant.
- 4.3. Each Party shall be responsible for keeping its own accounts in respect of payments due to it and for its own financial affairs generally. Each Party shall be responsible for dealing with its own income tax affairs, and its own social security affairs where relevant, and for accounting accordingly to the relevant authorities.

### **5. Personnel**

- 5.1. Each Party shall be responsible for all actions of its Expert / support staff and shall continue to be responsible in all ways for its own obligations as employer of its employees.
- 5.2. Notwithstanding the foregoing provisions of this clause, each Party may delegate the performance of any its obligations hereunder to any person, firm or corporation over which it exercises management control, provided that such Party shall at all times be responsible for the performance those obligations in accordance with this MOU. However Provided that nothing contained herein shall absolve / dilute the obligations and responsibilities and liabilities of the Applicant under the RFQ cum RFP and under the Contract.

### **6. Representation of the Parties**

- 6.1. Each Party represents to the other Parties as of the date of this MOU that:
  - 6.1.1. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this MOU;

## **SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

6.1.2. The execution, delivery and performance by such Party of this MOU has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this MOU for the delegation of power and authority to execute this MOU is annexed to this MOU, and will not, to the best of its knowledge:

- (i) require any consent or approval not already obtained;
- (ii) violate any applicable law presently in effect and having applicability to it;
- (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
- (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- (v) create or impose any restrictions so as to prevent such Party from fulfilling its obligations under this MOU.

6.1.3. This MOU is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

6.1.4. There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this MOU.

### **7. Termination**

7.1. In case the Project Consultancy is awarded to the First Party, then this MOU shall be effective from the date hereof and shall continue in full force and effect until confirmation has been received from the Authority that the services under the Consultancy have been completed, or this MOU has been terminated with consent of the Authority, whichever is earlier, and all accounts relating to the Consultancy vis-à-vis the Authority and between the Parties are acknowledged as settled.

However, in case the First Party is either not pre-qualified for the Consultancy or does not get selected for award of the Consultancy for the Project, the MOU will stand terminated from the date of confirmation that First Party is not pre-qualified or does not get selected for award of the Consultancy, as the case may be without any further requirement / act.

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL  
TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

- 7.2. Clauses 7.1 is ALWAYS SUBJECT to the proviso that the terms of this MOU shall nevertheless continue to bind the Parties to such extent and for so long as may be necessary to give effect to the rights and obligations specified in this MOU.

**8. Notice**

- 8.1. All notices, requests, demands or other formal communications which are required or permitted to be given by a Party to the other Party shall be given in writing properly addressed as follows:-

**First Party**

Kind Attention : [\_\_\_\_]  
Address : [\_\_\_\_]  
Facsimile : [\_\_\_\_]  
Email : [\_\_\_\_]

**Second Party**

Kind Attention : [\_\_\_\_]  
Address : [\_\_\_\_]  
Facsimile : [\_\_\_\_]  
Email : [\_\_\_\_]

or to such other address or person as a Party may from time to time by written notice stipulate for the purpose hereof.

**9. Miscellaneous**

- 9.1. No Party shall sell, transfer, assign, mortgage, pledge or in any way dispose of any rights or interests under this MOU.
- 9.2. The Parties acknowledge, agree and accept that this MOU shall not be amended by the Parties without written consent of the Authority.
- 9.3. If any provision of this MOU is held by any Arbitrator or court to be illegal or invalid under present or future laws or regulations effective and applicable in any competitive jurisdiction during the duration of this MOU such provisions shall be fully severable and this MOU shall be construed as if such illegal or invalid provision had never comprised a part of this MOU and the remaining provisions of this MOU shall remain in full force and effect and shall not be affected by the illegal or invalid provision or by its severance from this MOU. Furthermore, in lieu of such illegal or invalid provision, there shall be added another provision to be negotiated in good faith between the Parties.
- 9.4. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this MOU promptly by negotiation between executives who have the authority to settle dispute on behalf of each Party. The dispute(s) which cannot be solved in an amicable way within thirty (30) days, shall be referred to arbitration as per the provisions of Indian Arbitration & Conciliation Act, 1996 and all amendments thereto (“Act”) and shall finally be settled by the sole arbitrator appointed in accordance with the said Act, as in effect at the time of such dispute. Arbitration proceedings shall be held in English and the seat of the arbitration shall be at New Delhi. The cost of arbitration shall be borne equally by the Parties.



**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL  
TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.**

9.5. This MOU shall be governed by laws of India and courts at New Delhi shall have exclusive jurisdiction in respect of this MOU.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS MOU AS OF THE DATE FIRST ABOVE WRITTEN.

For and on behalf of First Party/Applicant  [Signature] [name] [Designation] [Address]	For and on behalf of Second Party  [Signature] [name] [Designation] [Address]
In the Presence of Witness 1	In the Presence of Witness 2

**Notes:**

1. The mode of the execution of the MOU should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants (s) and when it is so required, the same should be under common seal or official seal of all members.
2. Parties should attach a copy of the document such as resolution / power of attorney in favour of the person executing this MOU for the delegation of power and authority to execute this MOU on behalf of the respective Parties.

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL  
TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.ELHI**

**SECTION IV – FORMAT FOR SUBMISSION OF FINANCIAL  
PROPOSAL**

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL  
TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.ELHI**

**ANNEXURE VII**

**To,**

EXECUTIVE ENGINEER (CD-23), DSIIDC,  
DSIIDC BUILDING, PLOT NO.74-A, RING ROAD  
LAJPAT NAGAR-III, NEW DELHI-110024.

Sub Submission of Financial Proposal for Selection as Transaction Advisor for  
Development of Industrial Township/Project at Ranikhera,Mundka in Delhi.

We, the undersigned, offer to provide the consulting services for [name of assignment] in accordance with your Request for Qualification – cum - Request for Proposal dated [date] and our Proposal. Our attached Financial Proposal is for the sum of [amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

**SELECTION OF TRANSACTION ADVISOR FOR DEVELOPMENT OF INDUSTRIAL  
TOWNSHIP/PROJECT AT RANIKHERA, MUNDKA IN DELHI.ELHI**

**ANNEXURE VIII**

**Financial Proposal**

<b>Item</b>	<b>Amount in words</b>	<b>Amount in figures Cost (INR)</b>
<b>Project Cost (including all taxes)</b>		

**Stages for Release of payments of Project Costs**

<b>Cost Component</b>	<b>Percentage of Project Cost</b>
<b>Submission of Reports on Financial Model</b>	
<b>(a) Submission of Inception Report</b>	<b>05%</b>
<b>(c) Submission of Draft Report</b>	<b>10%</b>
<b>(d) Submission of Final Report</b>	<b>10%</b>
<b>Preparation and processing of Bid</b>	<b>20%</b>
<b>Selection of Agency and award of work</b>	<b>25%</b>
<b>Project Management</b>	<b>30%*</b>

**\*The payment will be released in six instalments of 5% of the project cost against 1/6<sup>th</sup> of the time for completion of the project.**