



**DELHI STATE INDUSTRIAL AND INFRASTRUCTURE
DEVELOPMENT CORPORATION LTD.**

No. DSIIDC/REM/TA/2018 Dated 13 April, 2018

“Request For Proposal”

for

**Appointment of Transaction Advisor for
gainful disposal / optimal Utilisation of
vacant land / built up properties of Delhi State Industrial and
Infrastructure Development Corporation Limited (DSIIDC)
in Narela Industrial Estate and
Bawana Industrial Estate; Phase – I & II (Bhorgarh)**

(This document contains 48 pages including this page, all numbered in chronological order)

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1. Introduction

1.1 The Delhi Industrial Development, Operation & Maintenance Act has been enacted for organised development of industrial areas and flatted factories complexes, etc. in NCT of Delhi and Delhi State Industrial and Infrastructure Development Corporation Limited (DSIIDC) has been mandated to act as the Nodal Agency for such purposes. As provided under Section-5(a) of the Act, the DSIIDC has been empowered to Lease/Sale/Exchange or otherwise transfer any property held by it on such conditions as may be prescribed by the Government. Further, the DSIIDC has also been authorised to allot plots/sheds/buildings including residential tenements in the industrial areas in terms of the allotment policy of the Government. It has also been provided under Section-33 of the Act that the DSIIDC may with the previous approval of the Government, make regulations consistent with the Act for development/utilisation of the land/building under its control.

1.2. DSIIDC has got various type of properties; vacant land / built up properties in Narela and Bawana (Phase – I & II) Industrial Estates annexed with RFP as ‘Annexure – X’. DSIIDC intends to put these vacant properties to optimal / gainful utilisation.

1.3 In pursuance of the above, the DSIIDC has decided to carry out the process for selection of a Transaction Adviser from the private / public sector having expertise in the real estate development to develop a revenue model and project structure, and assist the DSIIDC to select appropriate revenue models, to achieve optimal / gainful utilisation of these vacant properties, in accordance with the Terms of RFP.

2. Invitation of Proposals

2.1 DSIIDC will select a firm/organisation for advising and assisting it on the mode of disposal/putting to the optimum use of vacant lands / built up properties available with it, in accordance with the method of selection specified in the RFP. Applicants are advised that the selection of Transaction Advisor shall be on the basis of an evaluation by DSIIDC, done in accordance with the RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the selection process will be given and the decision of DSIIDC shall be final, without any right to appeal whatsoever.

2.2 Applicants are invited to submit Technical and Financial proposals, strictly in form and format prescribed in this RFP. Proposal shall be the basis for signing of contract between the selected Transaction Advisor and DSIIDC. Proposal submitted in any other format shall be summarily rejected. Selected applicant shall be required to enter into a contract as provided in RFP and shall provide consultancy as specified in the Terms of Reference of RFP.

2.3 Applicants are advised to visit the site and familiarise themselves with local conditions. It is expected that the Applicants have taken into account the local conditions, while submitting proposals.

2.4 DSIIDC shall provide inputs and other materials required to carry out the consultancy services and provide relevant data and reports related to the consultancy and within possession of DSIIDC at no extra costs. However, it is expressly stated that such data/reports/information provided to the applicants shall be only indicative and solely for the purpose of rendering assistance 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 on its behalf.

2.5 Applicants 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 the applicants. Applicants are advised to check hardware, software and other requirements for participating in the online tendering process including required registration/permission to access Delhi Government procurement portal <https://govtprocurement.delhi.gov.in> for the purpose.

2.6 DSIIDC requires that the Transaction Advisor selected provides professional, impartial advice and at all times, holds DSIIDC interest as paramount, to meet the objective of the consultancy. Selected Transaction Advisor is expected to avoid conflicts with other assignments or its own interests, and act without any consideration for future works. Selected Transaction Advisor 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.

2.7 DSIIDC requires applicants and selected Transaction Advisor to follow highest level of work ethics. If any applicant or selected Transaction Advisor has a conflict of interest or indulge in “prohibited practices”, the applicant/selected Transaction Advisor, as the case may be, is liable to be disqualified. Further, in the event of any entity being barred by the Central Government, any State Government, any 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.

2.8 In case of any of the above is brought to the notice of DSIIDC in relation to any of the applicants or selected Transaction Advisor, DSIIDC shall apart from its right to debar the applicant or selected Transaction Advisor, shall be further entitled to declare the applicant ineligible either indefinitely or for a stated period of time.

2.9 Applicant shall submit proposal valid for a period of not less than 180 days (one hundred and eighty days) from the proposal due date.

2.10 Selected Transaction Advisor shall be required to follow and adhere to timelines strictly and deliver the deliverables at each stage as given in the Terms of Reference of the RFP.

3. Brief Description of Selection Process

3.1 DSIIDC invites online proposals and will adopt a two stage process for evaluating the proposals on Combined Quality cum Cost Based System (QCBS) wherein Technical Bid will be given a weightage of 70% and Financial Bid will be given a weightage of 30%. The applicants shall prepare and submit the proposal in the e-procurement format and upload all the required documents on the site: - <https://govtprocurement.delhi.gov.in>. The proposals should comprise of two parts namely:-

- a) Technical Stage - Technical documents as per RFP are to be uploaded on <https://govtprocurement.delhi.gov.in> on or before the proposal due date and time.
- b) Financial Stage – Financial Bid (quotation) may also be uploaded simultaneously on <https://govtprocurement.delhi.gov.in> on or before the proposal due date and time.

3.2 No document will be accepted in physical form except bid security. All the documents should be properly scanned and uploaded on the above site in the manner prescribed therein. Applicants are advised to use high resolution scanners to scan the documents for uploading. Poor impression/not legible documents will not be evaluated.

3.3 On the designated date & time, DSIIDC will open only the technical proposals of the applicants in their presence (who chooses to be present). Financial proposals of only those applicants, who qualify in the technical evaluation, shall be opened. Date and time of opening of Financial Proposal will be informed to the technically qualified applicants, who may choose to be present during opening of Financial Proposals. Bids will be finally ranked according to their combined technical and financial scores, in accordance with the terms of RFP. The Applicant ranked first shall be preferred for contract signing, while the second ranked applicant will be kept in reserve.

3.4 Evaluation method of technical proposal

- a) At the first stage, the Technical Proposals will be evaluated by a Consultancy Evaluation Committee (CEC) constituted for the purpose, on the basis of applicants’ experience, its understanding of TOR, proposed approach & methodology, work plan and the experience of its Key Personnel. The Technical Proposals should score at least 50 points or more out of 100 to be eligible to qualify for 2nd stage(*financial stage*).
- b) Key Personnel must score a minimum of 50% (*fifty percent*) points. In case the selected applicant has one Key Personnel, who scores less than 50% points, DSIIDC at its discretion may ask for replacement during negotiations, with a suitable personnel who in the opinion of the DSIIDC, would score 50% (*fifty percent*) or above. Further, the team leader should be on the pay roll of the applicant firm or a proprietor/partner in the firm.

3.5 The scoring criteria to be used for evaluation of Technical Proposal shall be as follows:

Sl.	Criteria	Marks
1.	Relevant Experience of the Company/ Applicant	25*
(a)	Experience in the relevant field	15
(b)	Size of assignment in terms of overall turnover and financial capacity (<i>The biggest size will carry 100% marks</i>)	10
2.	Evaluation of Key Personnel	45[@]
(a)	Urban Planning Expert	15 [@]
(b)	Financial Expert / Legal Expert	15 [@]
(c)	Bid Process Management Expert	15 [@]
3.	Approach & Methodology	30 \$
Grand Total =		100

* (i) 40% of the points shall be awarded for one similar assignment and 100% points for three (03) similar assignments executed in the last five years. Between the two extremities, points will be on pro-rata basis.
(ii) In terms of size, the biggest size will be given 100% points and the works of other sizes in terms of financial capacity shall be given points on pro-rata basis.

@ (i) 30% of the maximum points for each Key Personnel shall be awarded for the number of similar assignments in which the respective Key Personnel has/have worked on. For 3 similar assignments executed in the last five years, 100% points will be given. Between the two extremities, points will be on pro-rata basis.

\$ For approach & methodology- The applicants are required to demonstrate its approach & methodology proposed in technical proposal by way of presentation to be made by all technically qualified applicants and CEC will award points out of 30 points earmarked.

3.6 **Evaluation method for Financial Proposal** - The financial proposal with the lowest tendered value will be given a financial score of 100 and the others will be given financial score that are inversely proportional to their respective tendered values.

3.7 Financial Score so calculated shall be assigned weightage of 30% and the Technical Score so calculated shall be assigned weightage of 70%. Applicant achieving the highest score shall be declared successful Applicant and invited for contract signing.

3.8 DSIIDC reserves the right to modify the condition of eligibility, evaluation criteria, methodology etc. and may revise the minimum technical score points depending on bid response or number of applicants. DSIIDC may also introduce some filter mechanism to shortlist the participants.

4. Bid Security and Performance Security

4.1 The applicants are required to submit Bid Security of Rs. 5,00,000/- (Rupees Five Lakh Only) which may be deposited through RTGS of a Scheduled Bank in favour of DSIIDC Ltd Account No. 600320110000765, Bank name- Bank of India, Branch - H-Block, Connaught Circus, New Delhi, IFS Code-BKID0006003 and a scanned receipt of the same must be uploaded with technical proposal. Alternatively, the applicants may submit Bid security of Rs. 5,00,000/- in the form of Pay Order drawn in favour of DSIIDC Ltd. and payable at Delhi/New Delhi or in the form of Bank Guarantee valid for a period of six months in the format annexed; and original copy of Bank Guarantee /pay order must be deposited in the office of Sr. Manager (REM), DSIIDC, MCD Property Tax Building, DSIIDC Office, Ring Road, Lajpat Nagar-III, Delhi by the proposal due date and time. Failure in submitting Bid security in the manner prescribed, will render proposal of such applicants as 'proposal received without Bid Security' and shall be out rightly rejected. DSIIDC shall endeavour to finalise selection of Transaction Advisor within a period of 6 months from proposal due date. However, in the event of non-finalisation of selection of Transaction Advisor within stipulated period, the Applicants shall be bound to renew/ extend validity of the Bid security, upon request made by DSIIDC.

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

- a) If the applicant engages in corrupt, fraudulent, coercive, undesirable or restrictive practice as envisaged under this 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 to provide the Performance Security within specified time limit, or

- d) If the Applicant commits any breach of terms of RFP or is found to have made a false statement.

4.3 Performance security amounting to 10% (ten percent) of the bid amount shall be provided by the selected Transaction Advisor in form of Bank Guarantee in the specified form which shall be valid for 60 days beyond the contract period, or in the form of Pay Order drawn in favour of DSIIDC Ltd. and payable at Delhi/New Delhi. Transaction Advisor shall be bound to renew the Performance security in terms of the RFP, upon request made by DSIIDC. The selected Transaction Advisor can adjust/ convert Bid Security as Performance security upon deposit of balance amount with the prior consent of DSIIDC.

5. Proposals & Preparation of Proposals

5.1 DSIIDC reserves its right to reject any or all proposals;

- a) Notwithstanding anything contained in this RFP document, DSIIDC reserves its right to reject any proposal and to annul the selection process and reject all proposals, at any time without incurring 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, DSIIDC reserves the right to reject any proposal, if:
- i) At any time, a material misrepresentation is made or discovered, or
 - ii) The applicant doesn't provide, within the time specified by DSIIDC, the supplemental information sought by DSIIDC for evaluation of proposal.
- c) Any misrepresentation/improper response by the applicant may lead to disqualification. If such disqualification/rejection occurs after the proposals have been opened and the highest ranking applicant gets disqualified/rejected, then DSIIDC reserves the right to consider the next best applicant, or take any other measure as may be deemed fit in the sole discretion of DSIIDC, including annulment of the selection process.

5.2 Acknowledgment by the applicants - It shall be deemed that by submitting the proposal, the applicants have:-

- i) made a complete and careful examination of the RFP;
- ii) received all relevant information requested from DSIIDC;
- iii) accepted the risk of inadequacy, error or mistake in the information provided in the RFP furnished by or on behalf of DSIIDC;
- iv) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed proposal and performance of all of its obligations there under;
- v) agreed to be bound by the undertaking provided by it under and in terms hereof.

5.3 **Clarifications** - Applicants requiring any clarification on the RFP may send their queries to the DSIIDC in writing by speed post/ courier/ special messenger or by e-mail. The envelope shall clearly bear the identification: "Queries concerning RFP for selection of Transaction Advisor". The DSIIDC shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) working days prior to the proposal due date. The DSIIDC will post the reply to all such queries on its Official Website without identifying the source of queries. The DSIIDC reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause shall be construed as obliging the DSIIDC to respond to any query or to provide any clarification.

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 the prospective applicant(s), modify the RFP document by carrying out amendment. All amendments or corrigendum will be posted on <https://govtprocurement.delhi.gov.in> as well as on the 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 **Pre-Bid meeting** - 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 in Conference Room at DSIIDC (HQ), N-36, Connaught Place, New Delhi-110001.

5.6 The Proposal with all accompanying documents and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. Technical proposal should contain only essential documents specifically asked for in the RFP and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the proposal, the translation in English shall prevail.

5.7 Applicants are expected to thoroughly examine the RFP document. Material deficiencies in providing the information requested may result in rejection of Proposal.

5.8 The Proposals must be properly signed by the authorised representative (the “**Authorised Representative**”) as detailed below:

- (a) by the proprietor, in case of a proprietary firm; or
- (b) by a partner, in case of a partnership firm and/or a limited liability partnership firm; or
- (c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a Corporation.

6. Technical proposal

6.1 While preparing Technical proposal, Applicant is expected to fill the following forms:-

- i. Annexure I Technical proposal submission Form
- ii. Annexure II Format for submission of eligible project
- iii. Annexure III Format for details of financial details of eligible projects.
- iv. Annexure IV Power of Attorney (in case of Limited Company or a Corporation)
- v. Annexure V Bank Guarantee (for Bid Security, if this mode is opted).

6.2. Additional Documents to be accompanied with Technical proposal:-

- i. Technical Proposal
- ii. Applicant Experience
- iii. Proposed Approach & Methodology
- iv. Team Composition and Task Assignments
- v. CV of each Key Personnel of Project Management team in ‘Annexure-VI’
- vi. Staffing and Work Schedule

6.3 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 the applicant firm.
- b) Composition of the proposed team and task assigned to individual key 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 of the RFP.
- d) CV must be signed by the Key Personnel at any date after the RFP has been uploaded on website. CV must be countersigned by the Authorised Personnel.
- e) CV shall be summarily rejected, if the educational qualification of the key personnel proposed doesn't match with the requirement stated in RFP document.
- f) Applicant shall submit an MOU entered into with the Legal Expert agency as a part of 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 financial proposal (bid).

Note : Failure to comply with the requirements spelt out above shall lend to the deduction of marks during the evaluation. DSIIDC shall also be entitled to reject proposal at its sole discretion.

7. Financial Proposal

7.1 Applicants are expected to take into account the various requirements and conditions stipulated in this RFP document. The financial proposal should be a lump-sum proposal in Indian Rupees inclusive of all costs including but not limited to all taxes associated with the Assignment. While submitting the proposal, the applicants 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 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, levies and other impositions applicable under the prevailing law on the Transaction Advisor, and their staff including that for taking up the assignment. For the avoidance of doubt, it is clarified that all taxes, including GST, shall be deemed included in the Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per applicable Laws.

7.2 The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP (Annexure VII & VIII).

7.3 The Transaction Advisor may be subjected to local taxes on amount payable by the DSIIDC under the Contract. Applicants must do their due diligence about the tax implications and DSIIDC will not be liable for any such incident.

7.4 The Financial Proposal shall remain valid for a period of 6 months from proposal due date as specified. DSIIDC shall endeavour to finalise selection of Transaction Advisor within a

period of 6 months from proposal due date, however, in the event of non-finalisation of selection of Transaction Advisor within stipulated period, the Applicants shall be bound to extend validity of the Financial Proposals, upon request made by DSIIDC.

7.5 No additional remuneration/consultancy fee shall be payable in any event, even if the contract period is extended, due to any circumstances.

8. Submission, receipt, opening of Proposals

8.1 The applicants are required to submit Technical Proposal and Financial Proposal online on Delhi Government Procurement Portal <https://govtprocurement.delhi.gov.in> against the given ID of the RFP by the specified time and date for submission of bid document as per RFP.

8.2 The Technical Proposals shall be opened first by the Consultancy Evaluation Committee (CEC) nominated by DSIIDC. The applicants who meet the eligibility criteria according to the evaluation of the CEC, shall require to make presentation before CEC on **Approach & Methodology** (*para 3.5 refers*) on the date and time specified for the purpose by DSIIDC. Failure to give presentation may result in zero marking which may adversely affect the prospects of such applicants. The Financial Proposals shall not be opened till the finalization of the technical evaluation.

8.3 After the proposal submission until the contract is awarded, if any applicant wishes to contact DSIIDC on any matter related to its proposal, it may do so in writing only. Any effort by the applicant to influence the DSIIDC during the proposal evaluation, proposal comparison or contract award decision, may result in the rejection of its proposal.

8.4 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 not non-responsive in terms hereof.
- d) Is accompanied by Bid Security.

9. Minimum Prequalification Criteria

9.1 Consortium or Joint Bidding is not allowed.

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

9.3 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 Rs 5 Crores (Rupees Five Crores) and above.

9.4 Eligible Assignment/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, Logistics Hubs/Multi Model/Warehousing project (Housing, Commercial, Township, Hotel, Hospital, Education, Tourism) to Central/any State Government/ PSUs/Statutory authority or any state government undertakings or private sector.

- ii). Projects should have capital cost of more than Rs 100 (One hundred) Crores OR have land area of 5 acres OR built up area of 0.25 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). Only completed projects shall be considered as Eligible Assignment / Eligible Projects.

9.5 **Proof of experience** – Completion Certificate or the award letter alongwith proof of remittance of 80% or more fees of the awarded amount, duly verified by Chartered Accountant alongwith date of completion may be submitted. Completion Certificates issued by clients shall be accepted as a definitive proof of experience. Contract Copies or proof of payment shall not be considered.

9.6 Applicant should not have, during the last five years failed to perform any agreement nor expelled from any project or agreement or have had any agreement terminated for breach by such Applicant.

9.7 Applicant 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.

9.8 Should not have conflict of interest as defined in RFP.

10. **Conflict of Interest** - Applicant should not have conflict of interest. An applicant shall be deemed to have a conflict of interest, 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. While providing consultancy services to the DSIIDC for this particular assignment, the Transaction Advisor shall not take up any assignment that by its nature will result in conflict with this 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 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 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 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,) 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, indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

For purposes of this 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.

11. Fraud and Corrupt Practices

11.1 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 RFP, the DSIIDC 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 DSIIDC 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 DSIIDC for, inter alia, time, cost and effort of the DSIIDC, in regard to the RFP, including consideration and evaluation of such Applicant's proposal.

11.2 Without prejudice to the rights of the DSIIDC under this Clause, hereinabove and the rights and remedies which the DSIIDC may have under the LOA or the Agreement, if an Applicant or Transaction Advisor, as the case may be, is found by the DSIIDC 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 Transaction Advisor shall not be eligible to participate in any tender or RFP issued by the DSIIDC during a period of 3 (three) years from the date such Applicant or Transaction Advisor, as the case may be, is found by the DSIIDC 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.

11.3 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 employing or engaging in any manner whatsoever, directly or indirectly, any official of the DSIIDC

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 two years from the date such official resigns or retires from or otherwise ceases to be in the service of the DSIIDC, 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 Transaction Advisor/ adviser of the DSIIDC 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 DSIIDC 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.

12. Negotiation & Award of Contract

12.1 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 Transaction Advisor under this RFP. Issues such as deployment of Key Personnel, understanding of ToR, 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.

12.2 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 in such event, next highest ranking Applicant will be considered.

13. Execution of Agreement (Contract)

Agreement as per the format at Annexure-IX, will be executed between DSIIDC and the successful Applicant within 30 (thirty) days from the date of issue of LOA. No deviations shall be made in the Agreement, at the time of signing of Agreement.

14. **Confidentiality** - Information relating to evaluation of proposals and recommendations concerning award of consultancy shall not be disclosed to the Applicants/Transaction Advisor who submitted the proposal or to other persons not officially concerned with the process, until a firm has been selected and contract has been awarded.

15. Miscellaneous

15.1 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.

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

- i. 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;
- ii. Consult with any Applicant in order to receive clarification or further information;
- iii. 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.
- iv. It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the DSIIDC, 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.
- v. All documents and other information provided by DSIIDC or submitted by an Applicant to DSIIDC shall remain or become the property of DSIIDC. Applicants and the Transaction Advisor, as the case may be, are to treat all information as strictly confidential. DSIIDC will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Transaction Advisor to DSIIDC in relation to the consultancy shall be the property of DSIIDC.
- vi. The DSIIDC reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

16. Terms of Reference

16.1 **Scope of Consultancy** - The project will be assigned on turn-key basis. Transaction Advisor will be required to undertake tasks related to all aspects of the assignment culminating into successful completion of the transaction and would, *inter alia* include but not limited to advising and assisting DSIIDC on modalities of gainful disposal / development and optimal utilisation of vacant land / built up properties of DSIIDC in Narela and Bawana (Phase – I & II) Industrial Estates and the timing; recommend the need for intermediaries required for the process; help identification and selection of the same with proper Terms of Reference; preparation of all documents like Preliminary Information Memorandum (PIM), Confidential Information Memorandum (CIM), Request for Proposal (RFP), Confidentiality Agreement etc.; structuring the transaction; suggesting measures to fetch optimum sale value; positioning of the strategic sale, inviting and evaluating the bids, assisting and professionally guiding during the

negotiations with prospective buyers, drawing up the sale/other agreements and advising on post sale matters on a continuous basis.

The Transaction Advisor will setup a Project Monitoring unit (PMU) which shall be responsible for carrying out consultancy tasks for gainful disposal / development and utilisation of vacant lands / built up properties of DSIIDC spread across Narela and Bawana (Phase I & II) Industrial Estates. A detailed list of properties (provisional) has been compiled and is annexed as Annexure 'X'. The details in this list are only indicative in nature and the Transaction Advisor so appointed will need to cross check their correctness during the course of project execution.

16.2. The key tasks to be undertaken by Transaction Adviser are as follows:

- To collect the background material, document, report etc. as may be needed for carrying out the assigned consultancy inclusive of preparation of a detailed register for vacant properties.
- To undertake site (s) visit.
- To cross-check the site (s) details with details already provided.
- To collect details of extra site (s) wherever possible and include the same in the property register.
- To confirm the exact area of the available plots/ built up property, apart from collecting the details of adjoining areas, encroachments, etc.
- To acquaint with the Layout plans and Master plans of site (s).
- To ascertain Land use as per MPD – 2021
- To assess the market rates in respect of each site (s).
- Market Demand Assessment in r/o different properties.
- Understanding the nature of existing and upcoming supply of similar assets in terms of site, scale of supply, configuration, price point etc.
- Valuation of all properties and their best mode of disposal.
- Advising the best revenue model(s) that will be suited for each type of property i.e. , whether the property can be auctioned, given of lease / license or some assets be developed on it so as to fetch maximum amount of revenue for DSIIDC.
- Bid Process Management / Auction Management whenever needed.
- To get all the approval from Govt. and other authorities / agencies.
- To draft Model Lease Agreements to be signed between different parties and other documents required in connection with disposal of these properties.
- Disposal of property in gainful manner.

16.3 The Terms of Reference inter-alia includes the best land use, viz., whether the property is suitable for industrial, commercial, institutional or other purposes like opening of incubation centres for starts up or promoting SME's etc. In case, change is proposed in the use of the land (land use), the PMU shall also undertake the work of getting clearances from different Departments in this regard. Further, it will develop market driven models in respect of land parcel / built-up properties, as detailed in Annexure –'X' (to be further corrected by the PMU).

These tasks are only indicative in nature and nowhere exhaustive.

16.4 **Market and Demand Assessment:** The Transaction Advisor will undertake following studies to assess the market demand in various areas where site (s) are located :

- (i) Detailed studies will be conducted to assess the interest of the investors / buyers in the market in respect of the vacant land / built-up properties of DSIIDC as detailed at Annexure - 'X' (to be finalised by the PMU/Consultant/Transaction Advisor). This may include identification of target groups, potential investor for each category of Plots and other built-up properties etc. Further, SWOT (Strengths, Weaknesses, Opportunities and Threats) analysis for investment climate viz. Govt. Statutes, policies, political and social environment, demographic and such other prevailing factors would be required to be done. In addition, demand and supply scenario is also required to be looked into.
- (ii) Assess the suitability of projects / businesses /commercial activities etc. that can be taken up on the plots so as to ensure availability of customers, proper economic growth, employment generation etc.
- (iii) Assess the target groups' requirements for each type of property and suggest best market driven models for their disposal. Detailed studies needs to conducted in this regard such as carrying out of out suitability analysis, i.e., to what best use these properties can be put to so as to get the maximum revenue out of them. Transaction Advisor will identify the investors' interest in the market and as such shall :
 - a) Identify growth drivers and strengths of market scenario.
 - b) Understand industrial/commercial/institutional scenario in Delhi
 - c) Identify key industrial sectors/commercial/institutional which can be targeted
 - d) Identify potential investors for each type of plot/flat
 - e) Market study of surrounding areas to establish demand for industrial/commercial/institutional development
 - f) Assess the right project mix for the project to ensure attraction of business, demand for industrial and economic growth, employment generation, attraction of clients and investors.
 - g) Identify the demand and supply scenario of the proposed asset classes in the market
 - h) Detailed demand assessment
 - i) Assess the total area requirements from the investors for the project
 - j) Broad mapping of the existing and proposed competitive economic activities in and around NCR
 - k) 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.
 - l) See whether training initiate/incubation centres/star up etc. can be set up in these properties.
 - m) Assess the best use of the property in the given scenario.
 - n) Assess the best financial models that can be used to get maximum return out of these properties.
 - o) Indentify the best land use, process and apply them.

16.5 Financial Assessment: DSIIDC has properties of various types under its possession. It needs to be seen as to which revenue model will be best suited for each of the properties. It may be assessed whether the property can be auctioned, given on lease, licence or some other assets should be developed on it so as to fetch good amount of revenue for DSIIDC and to put it to the optimal utilization. The following are some of the studies to be carried out by the Transaction Advisor :-

- i.** The Transaction Advisor shall bring out various assumptions for revenue generation and cost to be incurred on development of the property in question for preparation of financial models. They will have to indicate the basis thereof for arriving at such assumptions. A simplified summary sheet of Financial model 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., if the model is other than the direct sale.
- ii.** The Transaction Advisor 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.
- iii.** The Transaction Advisor 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 Transaction Advisor shall identify the operation and maintenance requirements and work out the most sustainable financial model for the Project

16.6 Project Structuring: The Transaction Advisor 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 environment (legal/political etc) towards implementation of the project under PPP Route.
- 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, inter-alia will be as follows:
 1. Identification of suitable development models
 2. Identification of suitable project delivery models, 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 of Taxes and Duties, if any
 4. 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)

5. Identification of all income streams, financial structure of the project and to work out the financial viability indicators of the project by considering different revenue models.
6. Examination of the feasibility of financing the project on various modes including the PPP route by selection of operator / developer and establishment of a proper system of financials.
7. Examination of a suitable legal and institutional framework for the project development which will be set in motion subsequently.
8. Drawing of a project implementation strategy wherever necessary.
9. Assessment of funding requirement and potential sources of financing – Private sector financing through PPP / DSIIDC's own sources / Government grant / Market loans / State Government Funds
10. 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

16.7 Auction / Bid Process Management : The scope of the Transaction Advisor would involve preparation and issue of Bidding Documents (RFP/Auction documents etc.), participation in pre-bid and post-bid conferences, evaluation of Bids and assisting in finalizing the agreement with successful private partner(s)/buyers. In the case of auction, the scope, *inter-alia*, involve identification of properties that can be auctioned, preparation of auction document; conduct of auction and to act as its sailor. It would include the following services :

- 1) Preparation of Project Information Memorandum
- 2) Marketing of project to potential investors/ operators:
- 3) The Transaction Advisor shall carry out requisite marketing exercise to elicit adequate response from developers and other interested parties.
- 4) The Transaction Advisor 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. All activities related with bidding process shall be carried out by the Project Management Unit/Transaction Adviser.
- 5) Carry out one to one interactions with segment wise key players/ investors / take holders in their requirements and organize stakeholder consultations
- 6) Estimation of Bidding Criteria based on final project structure and financial model
- 7) Formulation of key commercial terms, key qualification criteria, both 'Technical' and 'Financial', bid evaluation criteria, documentation requirement, applicant details, execution time frame etc.
- 8) Evolving mechanism for awarding points along the chosen technical and financial criteria
- 9) Preparation of tender document (RFQ / RFP), including finalization of the following in discussion/close coordination with the DSIIDC
 - 1 Pre-qualification criteria
 - 2 Test of responsiveness
 - 3 Earnest money deposit requirement/Performance security requirement
 - 4 Bidding schedule
 - 5 Consortium and sub-contract conditions
 - 6 Selection basis

- 7 Technical evaluation parameters and format
- 8 Financial bid parameter and format

10. The Transaction Advisor shall draft the Request for Proposal document and complete Tender documents based on the development model finalized with DSIIDC. Further, the Transaction Advisor 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 Transaction Advisor shall work closely with DSIIDC. The bid document may be required to be modified based on the inputs from the prospective bidders, lenders and after pre-bid meeting.
11. Preparation of Draft Concession/Development Agreement, including General Conditions of Contract and Special Conditions of Contract .
12. Assisting the DSIIDC in bid process management, including
 - a) Preparation of notice/ advertisement for bid
 - b) Conducting pre-bid meeting & approaching potential partners
 - c) Compilation and drafting response to pre-bid queries
 - d) Suggesting corrigendum to bid documents
 - e) Assistance in receiving and opening of technical bids
 - f) Preparation and submission of technical evaluation report
 - g) Compilation of final combined technical and financial scores
 - h) Assistance in commercial negotiations
 - i) Drafting of notice of award of contract
 - j) Signing of contract Agreement
 - k) Fulfilling Conditions Precedent
 - l) Achieving of Financial Closure for the project

In case of auction document, all activities starting from formulation of document to disposal of property and signing of agreement between the two parties have to be carried out by the Transaction Adviser/Project Management Unit.

16.8 Project Management - The selected Transaction Advisor is required to set up a dedicated Project Management Unit (PMU) comprising at least three key personnel (*one Team Leader and two Members*) with support staff as may be required to carry out to complete all the tasks detailed in the TOR. The PMU shall ensure effective supervision and adherence to the provisions of the agreement entered into with DSIIDC during entire consultancy period. Project Management Unit shall have legal, financial, engineering and marketing expertise. The CV's of all the team members shall be attached as Annexure-VI of the Technical Proposal. The PMU shall consist of the following key personnel (the “**Key Personnel**”) who shall meet the minimum essential qualification and experience requirements as under :

PMU	Minimum Essential Qualification	Experience Requirement
Team Leader	A person should be Graduate with Full Time MBA from recognized premier institution / Registered Chartered Accountant. He should also possess advanced Master's degree in Urban Town Planning from recognized institution	At least 9 years' full time experience in handling : a)Real-Estate Transaction Advisory Projects b)Urban Town Planning Projects c)Central & State Government/PSUs Transaction Advisory Projects of more than 1 crore d) Knowledge of Govt. Rules &

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		Procedures. e) Knowledge of Public Procurement Procedures
Member	A person should be Graduate with full time MBA from recognised premier institution and registered Chartered Accountant.	Atleast 05 years' full time experience in handling: a) Real-Estate Transaction Advisory projects. b) Urban Town Planning project. c) Central & State Govt./PSUs transaction advisory projects of more than 01 crore. d) Knowledge of Govt. Rules and procedure. e) Knowledge of Public Procurement Procedures.
Members	A person should be Graduate with full time MBA from recognised premier institution and LLB.	Atleast 05 years' full time experience in drafting /handling: a) Real-Estate Transaction Advisory projects. b) Urban Town Planning project. c) Central & State Govt./PSUs transaction advisory projects of more than 01 crore. d) Knowledge of Govt. Rules and procedure. e) Knowledge of Public Procurement Procedures. f) Good Knowledge of drafting in all type of documents .

16.9 **Background Material** : On award of contract, DSIIDC will provide all background details / material such as details of vacant land / plots, layout plans, survey reports etc., as may be available, on demand of Transaction Advisor or otherwise. The background details will be provided strictly subject to availability. The PMU shall be abide by the confidentiality clause and will not disclose to any other entity without prior permission of DSIIDC.

16.10 **Post award Contract Monitoring**: After the award of contract, the DSIIDC will monitor the performance of Transaction Advisor/PMU. The Transaction Advisor/PMU will have to mandatorily report progress of tasks being performed by it every week to the designated Official nominated by DSIIDC. However, Transaction Advisor / PMU, for effective and efficient accomplishment of tasks, can contact / meet any concerned officers of DSIIDC as and when required by them, subject to availability/convenience. During the contract period, the PMU will be provided with adequate office space on temporary basis. The Transaction Advisor / PMU will be required to set up its own office / secretarial facilities in that allocated space. No other facilities will be provided by DSIIDC.

17. Time Schedule of Selection Process and Timelines of execution

(A) **Time Schedule of Selection Process**: DSIIDC shall endeavour to follow the following Schedule:

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S. No.	Description	Date, time and venue
1	Date of issue/uploading of RFP	13.04.2018 (on procurement portal)
2	Last date for receiving Queries/Request for clarification	25.04.2018
3	Pre Bid meeting	27.04.2018 at 11 am at DSIIDC(Hq.)
4	DSIIDC response to queries/request for clarification	07.05.2018
5	Proposal Due Date for submission (Technical & Financial proposals)	17.05.2018 upto 3 pm (online on procurement portal)
6.	Opening of Technical proposal	18.05.2018 at 3 pm at DSIIDC (Hq.)
7.	Presentation by technically qualified applicants	25.05.2018 at 11 am at DSIIDC (Hq.)
8.	Opening of Financial Proposal	To be confirmed

Note : In the event of any specified date happened to be holiday (non-working day for DSIIDC), due date for the specified activity will automatically be shifted to the next working day at the same time

(B) Timelines of execution: The following timeline is fixed for the deliverables.

Project Component	Percentage of Project Cost	Time allowed	Cumulative Time from date of start
Collection of primary & secondary data and validation thereof	10	01 month	01 Month
Inception report	10	01 month	02 months
Detailed Report & financial model	20	02 months	04 months
Follow up action on selected financial model – issue of bid/auction documents	10	01 month	05 months
Evaluation and finalisation of bid/auction	20	02 months	07 months
Finalisation of disposal process/ receipt of proceeds & signing deed/agreement	30	03 months	10 months

18. Additional Conditions:

1. The Transaction Advisor hereby agrees that the fees to be paid as provided herein will be in full discharge of functions to be performed by him and no claim whatsoever shall be against DSIIDC in respect of any proprietary rights or copy right on the part of any other party relating to the plans, models and drawings.
2. The Transaction Advisor shall indemnify DSIIDC against any such claims and against all cost and expenses paid by DSIIDC in defending against such claims, expenses on this account are to be borne by the Transaction Advisor itself.
3. It is further agreed that the stamp duty payable under the law in respect of this agreement shall be borne by the Transaction Advisor.

19. Compensation/Penalties

1. If the Transaction Advisor fails to maintain the required progress or to complete the work as per Time Schedule defined, a compensation for delay of work @ 1.00% (one percent) of tendered amount per month or part thereof, of delay shall be recovered from his due

payment. However the total amount of penalty/Compensation for delay to be paid on this account shall not exceed 10% (Ten Percent) of tendered & accepted amount.

2. A Penalty of Rs 5,000/-per default shall be levied in case the Transaction Advisor or its authorized representatives fails to attend the meeting of DSIIDC/any Committee/Nodal officer appointed by DSIIDC/Delhi Govt. and intimation of this when conveyed to them either by written/telephonic/through internet/SMS communication. Regarding late in the meetings more than 15 Minutes shall be treated as absent.

20. **Termination of Agreement** : That the agreement may be terminated at any time by DSIIDC upon giving one month notice to the Transaction Advisor and in the event of such termination, the Transaction Advisor shall be entitled to all such fee for the services rendered and liable to refund the excess payment, if any made to him over and above than what is due in terms of this agreement on the date of termination and the DSIIDC may make full use of all or any of the documents/information prepared by the Transaction Advisor.

21. **ARBITRATION**

- 1) In the event of any dispute between the parties hereto arising out of or in any way touching or concerning this agreement (except those whereof are otherwise hereinbefore provided for), disputes or differences shall be referred for adjudication through arbitration by a sole Arbitrator appointed by the DSIIDC. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole Arbitrator shall be appointed in the manner aforesaid. Such Arbitrator shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
2. It is a term of this agreement that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of Arbitrator and giving reference to the rejection by DSIIDC of the appeal.
3. It is also a term of this agreement that no person, other than a person appointed by DSIIDC, as aforesaid, should act as Arbitrator and if for any reason that is not possible, the matter shall not be referred to Arbitration at all.
4. It is also a term of this agreement that if the Transaction Advisor does not make any demand for appointment of Arbitrator in respect of any claims in writing as aforesaid within 60 (*sixty days*) days of receiving the intimation from the Officer-in-charge that the final bill is ready for payment or the Final bill is paid to him, the claim of the Transaction Advisor shall be deemed to have been waived and absolutely barred and the DSIIDC shall be discharged and released of all liabilities under the contract in respect of these claims.
5. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
6. It is also a term of this contract that the Arbitrator shall adjudicate on only such disputes as are referred to him by the appointment authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claim by

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any party exceeds Rs.1,00,000/- (Rupees one Lakh), the Arbitrator shall give reasons for the award.

7. It is also a term of the agreement that if any fees are payable to the Arbitrator, these shall be paid equally by both the parties.
8. It is also a term of the agreement that the Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the Arbitration shall be New Delhi. The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the Arbitrator) shall be in the discretion of the Arbitrator who may direct to any by whom and in that manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

(A K Singh)
[Divisional Manager (REM)]

Dated : 13.04.2018

To

All interested eligible firms

ANNEXURE – “ I”

(To be submitted on letter head of the applicant)

To

Sr. Manager (**REM**),
DSIIDC, MCD Property Tax Building,
DSIIDC Office, Ring Road, Lajpat Nagar-III, Delhi.

Subject : Submission of RFP for appointment of Transaction Advisor for gainful disposal / optimal utilisation of vacant land / built up properties of DSIIDC in Narela and Bawana (Phase – I & II) Industrial Estates

Sir,

With reference to your RFP No. DSIIDC/REM/TA/2018 dated 13.04.2018, we [*name of firm.....*], after having read/examined all relevant documents and understood their contents, hereby submit our Technical Proposal for appointment of Transaction Advisor for gainful disposal / optimal utilisation of vacant land / built up properties of DSIIDC in Narela and Bawana (Phase – I & II) Industrial Estates. The Proposal is unconditional and unqualified.

We hereby submit our proposal against the same. If negotiations are held during the period of validity of the proposal, we undertake to negotiate in accordance with the RFP. Our proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the contents of 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 Transaction Advisor. We certify that all information provided in the proposal and in the supporting documents are true and correct and nothing has been omitted which renders such information misleading. All documents accompanying this proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Transaction Adviser 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 nor been expelled from any project or contract by any public 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 RFP, including any Addendum issued by the DSIIDC;
 - b) We do not have any conflict of interest in accordance with the terms of the 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 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 Transaction Advisor, without incurring any liability to the applicants.
 8. We declare that we are a single entity applicant applying for selection as a Transaction Advisor.
 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 be appointed as Transaction Adviser 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 we have not 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 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 DSIIDC in connection with the selection of Transaction Advisor or in connection with the selection process itself in respect of the above mentioned Project.
 13. We agree and understand that the proposal is subject to the provisions of the 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 Transaction Advisor, we agree to enter into a Contract in accordance with the contract prescribed in the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
 15. We have studied 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

Appointment of Transaction Advisor for gainful disposal / optimal utilisation of vacant land / built up properties of DSIIDC in Narela and Bawana (Phase – I & II) Industrial Estates

any matter arising out of or concerning or relating to the selection process including the award of consultancy.

16. This Technical Proposal shall be binding on us.
17. We agree and undertake to abide by all the terms and conditions of the RFP Document.

Thanking You

Yours Sincerely

(Signature of authorised signatory and Seal of Firm)

For [*Name of the Firm*]

Details of Authorised signatory and Designation

Address of the Firm

Place _____

Date _____

ANNEXURE – “II”

DETAILS OF COMPLETED ELIGIBLE PROJECTS

(To be submitted on letter head of the applicant)

(Using the format below, provide information on each of the assignment which your firm, carried out which was similar to the ones requested under this RFP)

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

Sl.	Name & Address of the Client	Assignment Name	Duration of Assignment	Assignment cost	Brief description of services provided

Seal & Signature of Authorized Signatory

Name/Designation

Name of firm

Certified by Statutory Auditor of Firm

This is certified that M/s [Name of Firm] had been engaged 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

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

ANNEXURE - “ III”

FINANCIAL OF CONSULTANCY SERVICES PROVIDED BY APPLICANT

(To be submitted on letter head of the applicant)

Sr. No.	Accounting 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 from consultancy services as defined in Clause 10.3 of the RFP, in the respective accounting years.

Seal & Signature of Authorized Signatory
Name/Designation
Name of firm

Certified by Statutory Auditor of Firm

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

Note:

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

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

ANNEXURE – “IV”

(To be submitted on non-judicial stamp paper of appropriate value by the applicant)

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 “Authorized 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 of Transaction Advisor for gainful disposal / optimal utilisation of vacant land / built up properties of DSIIDC in Narela and Bawana (Phase – I & II) Industrial Estates 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 DSIIDC, 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 DSIIDC.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized 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 Authorized 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 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.

ANNEXURE – “V”

(To be submitted on non-judicial stamp paper of appropriate value)

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 “DSIIDC” 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*], (hereinafter referred to as the “Applicant” which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Transaction Advisor for gainful disposal / optimal utilisation of vacant land / built up properties of DSIIDC in Narela and Bawana (Phase – I & II) Industrial Estates (hereinafter referred to as the “Consultancy” pursuant to the 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 “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 Applicant, do hereby in terms of relevant clause of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP Document by the said Applicant 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 Applicant if the Applicant shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFP Document.
2. Any such written demand made by the DSIIDC stating that the Applicant is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the DSIIDC shall be the sole judge to decide as to whether the Applicant is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Document including, Document including without limitation, failure of the said Applicant to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFP Document, and the decision of the DSIIDC that the Applicant is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the DSIIDC and the Applicant 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 Applicant or any other person and irrespective of whether the claim of the DSIIDC is disputed by the Applicant or not,

merely on the first demand from the DSIIDC stating that the amount claimed is due to the DSIIDC by reason of failure of the Applicant to fulfil and comply with the terms and conditions contained in the RFP Document including without limitation, failure of the said Applicant to keep its Proposal valid during the validity period of the Proposal as set forth in the said 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 DSIIDC and the Applicant, 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 Applicant or the Bank or any absorption, merger or amalgamation of the Applicant or the Bank with any other person.
6. In order to give full effect to this Guarantee, the DSIIDC shall be entitled to treat the Bank as the principal debtor. The DSIIDC 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 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 Applicant or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP Document by the said Applicant or to postpone for any time and from time to time any of the powers exercisable by it against the said Applicant and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP Document or the securities available to the DSIIDC, and the Bank shall not be released from its liability under these presents by any exercise by the DSIIDC of the liberty with reference to the matters aforesaid or by reason of time being given to the said Applicant or any other forbearance, act or omission on the part of the DSIIDC or any indulgence by the DSIIDC to the said Applicant or by any change in the constitution of the DSIIDC 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 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 DSIIDC to proceed against the said Applicant before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the DSIIDC may have obtained from the said Applicant or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

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10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the DSIIDC 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.

ANNEXURE VI

CURRICULM VITAE FOR PROPOSED PROFESSIONAL STAFF of PMU

1.	Proposed Position			
2.	Name of Firm			
3.	Name of Staff			
4.	Date of Birth			
5.	Nationality			
6.	Educational Qualification	(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.	Membership of Professional Organisation			
8.	Training & Publications	(Indicate Significant training undergone was completed)		
9.	Languages Known			
10.	Employment record (<i>starting with the present position, list in reverse order every employment held by staff members since graduation</i>)	Name of Organisation	Position Held	Duration From till date
11.	Details of Task Performed			
12.	Work Undertaken that best illustrates capability to handle the assigned task.	<p><i>[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]</i></p> <p>Name of assignment or project: Year: Location: Client: Project Cost: Main project features: Positions held: Activities performed:</p>		
13.	Certification	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.		

Signature Date Name of proposed Key Personnel	Signature Date Name of Authorized Signatory of Applicant
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*Please restrict the number of pages per CV to three (03) pages. The one-page summary shall be over and above the three (03) pages CV. Pages in the CV greater than these limits shall not be considered for evaluation.

Annexure - VI A

Format for Memorandum of Understanding

(Refer Clause 6.3 (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. {....., 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 disposal / development of thevacant properties of DSIIDC spread over
- (B) DSIIDC has issued Request for Proposal (“**RFP**”) dated 13.04.2018 (hereinafter referred to as the “**RFP**”) and invited applications (the “**Applications**”) for selection of transaction advisor for advisory and consultancy (“**Consultancy**”) in respect of Narela and Bawana (Phase I & II) Industrial Estates of Delhi.
- (C) It is one of the necessary condition under the RFP that the Applicant / First Party is required to enter into a memorandum of understanding with the agency and furnish a copy thereof with the Application.
- (D) In view of the above condition in the RFP, the First Party has approached the Second Party to make available a Property and other Experts required for the Consultancy and both the

Parties have agreed to enter into this MOU in accordance with terms and conditions of the RFP.

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 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 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 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 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 RFP and other documents executed with the Authority.

3.1.2. The Second Party shall be responsible for making available the Legal and other Experts only specifically for providing the legal and other support and advisory as a part of consultancy including inter-alia 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 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 and allows both Parties to fulfil their respective obligations, in a timely and effective manner under the 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 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 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. If the first and the second party so agree, the fee may be paid direct to the individual experts as well.

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. Provided that nothing contained herein shall absolve / dilute the obligations and responsibilities and liabilities of the applicant under the 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;
- 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, 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.

- 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

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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.

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.

Appointment of Transaction Advisor for gainful disposal / optimal utilisation of vacant land / built up properties of DSIIDC in Narela and Bawana (Phase – I & II) Industrial Estates

ANNEXURE- VII

(To be submitted on letter head of the applicant)

To

Sr. Manager (REM),
DSIIDC, MCD Property Tax Building,
DSIIDC Office, Ring Road, Lajpat Nagar-III, Delhi

Sub: Submission of Financial Proposal for Selection of Transaction Advisor for gainful disposal / optimal utilisation of vacant land / built up properties of DSIIDC in Narela and Bawana (Phase – I & II) Industrial Estates

Sir,

We, the undersigned, offer to provide the consulting services as Transaction Advisor for gainful disposal / optimal utilisation of vacant land / built up properties of DSIIDC in Narela and Bawana (Phase – I & II) Industrial Estates in accordance with your Request for Proposal (RFP) dated 13.04.2018 and our Proposal.

Our Proposal shall be binding upon us upto expiration of the validity period of the Proposal.

We undertake that, in competing for 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 Signatory [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

Appointment of Transaction Advisor for gainful disposal / optimal utilisation of vacant land / built up properties of DSIIDC in Narela and Bawana (Phase – I & II) Industrial Estates

ANNEXURE VIII

(To be submitted on letter head of the applicant)

FINANCIAL PROPOSAL

For

Selection of Transaction Advisor for gainful disposal / optimal utilisation of vacant land / built up properties of DSIIDC in Narela and Bawana (Phase – I & II) Industrial Estates

Item	Amount in words	Amount in figures Cost (INR)
Project Cost (including all taxes)		

Note : In case of discrepancy, amount quoted in words will be taken in account

Seal & Signature of Authorized Signatory
Name/Designation
Name of firm

Place :
Date:

Appointment of Transaction Advisor for gainful disposal / optimal utilisation of vacant land / built up properties of DSIIDC in Narela and Bawana (Phase – I & II) Industrial Estates

ANNEXURE-IX

AGREEMENT

This agreement for providing consultancy services as Transaction Advisor executed at New Delhi on this day of.....2018 by the Delhi State Industrial & Infrastructure Development Corporation Ltd., New Delhi, registered under Companies Act 1956 (herein after called the “Corporation”) and carrying on business in the name and style of(hereinafter called “Transaction Advisor”) which term shall mean and include unless repugnant to the context his heirs, executors, administrators, legal and personal representatives witness as follows:

Whereas the Corporation required “.....” and whereas the Transaction Advisor has agreed to provide consultancy services as Transaction Advisor as per “Terms of Reference” of RFP attached.

And whereas the Transaction Advisor has agreed to provide the above referred consultancy service, it is hereby agreed that the Terms & Conditions of the Contract as enumerated in the RFP (Broad heading of which are given in index thereto), the scope of consultancy as per RFP for the time being enforce shall form an integral part and sole repository of terms & conditions of the contract.

In witness thereof the aforementioned parties to the contract have affixed their signatures.

Transaction Advisor
Date: -

For and on behalf of MD, DSIIDC
Date:-

Witness & Address

Witness & Address

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The details of facilities as per the layout plans are as under:-
Narela Industrial Areas:-

S.No.	Facility	Detail of Land Possession	Area (in Hect.)	Status
1	FC-1, 1058 Mtr. Road, Sector-B & D	Allotted	0.595	Available
2	FC-2, Sector-E	DSIIDC	0.406	Available
3	Shop No 16 FC-II, Sector-E, Narela Industrial Area Delhi	Vacant Shop	0.00020	Shop on Ground floor of 4 Storey Building
4	Shop No 17 FC-II, Sector-E, Narela Industrial Area Delhi	Vacant Shop	0.00020	Shop on Ground floor of 4 Storey Building
5	Shop No 104 FC-II, Sector-E, Narela Industrial Area Delhi	Vacant Shop	0.00709	Shop on First floor of 4 Storey Building
6	Shop No 105 FC-II, Sector-E, Narela Industrial Area Delhi	Vacant Shop	0.00750	Shop on First floor of 4 Storey Building
7	Shop No 106 FC-II, Sector-E, Narela Industrial Area Delhi	Vacant Shop	0.00604	Shop on First floor of 4 Storey Building
8	Shop No 107 FC-II, Sector-E, Narela Industrial Area Delhi	Vacant Shop	0.00714	Shop on First floor of 4 Storey Building
9	Shop No 201 FC-II, Sector-E, Narela Industrial Area Delhi	Vacant Shop	0.01090	Shop on Second floor of 4 Storey Building
10	Shop No 202 FC-II, Sector-E, Narela Industrial Area Delhi	Vacant Shop	0.00313	Shop on Second floor of 4 Storey Building
11	Shop No 203 FC-II, Sector-E, Narela Industrial Area Delhi	Vacant Shop	0.00346	Shop on Second floor of 4 Storey Building
12	Shop No 204 FC-II, Sector-E, Narela Industrial Area Delhi	Vacant Shop	0.00568	Shop on Second floor of 4 Storey Building
13	Shop No 205 FC-II, Sector-E, Narela Industrial Area Delhi	Vacant Shop	0.00707	Shop on Second floor of 4 Storey Building
14	Shop No 206 FC-II, Sector-E, Narela Industrial Area Delhi	Vacant Shop	0.00713	Shop on Second floor of 4 Storey Building
15	Shop No 207 FC-II, Sector-E, Narela Industrial Area Delhi	Vacant Shop	0.00670	Shop on Second floor of 4 Storey Building
16	Shop No 208 FC-II, Sector-E, Narela Industrial Area Delhi	Vacant Shop	0.00676	Shop on Second floor of 4 Storey Building
17	Shop No 209 FC-II, Sector-E, Narela Industrial Area Delhi	Vacant Shop	0.00783	Shop on Second floor of 4 Storey Building
18	Shop No 301 FC-II, Sector-E, Narela Industrial Area Delhi	Vacant Shop	0.00433	Shop on Third floor of 4 Storey Building
19	Shop No 302 FC-II, Sector-E, Narela Industrial Area Delhi	Vacant Shop	0.00373	Shop on Third floor of 4 Storey Building
20	Shop No 303 FC-II, Sector-E, Narela Industrial Area Delhi	Vacant Shop	0.00336	Shop on Third floor of 4 Storey Building
21	Shop No 304 FC-II, Sector-E, Narela Industrial Area Delhi	Vacant Shop	0.00347	Shop on Third floor of 4 Storey Building
22	Shop No 305 FC-II, Sector-E, Narela Industrial Area Delhi	Vacant Shop	0.00650	Shop on Third floor of 4 Storey Building
23	Shop No 306 FC-II, Sector-E, Narela Industrial Area Delhi	Vacant Shop	0.00720	Shop on Third floor of 4 Storey Building
24	Shop No 307 FC-II, Sector-E, Narela Industrial Area Delhi	Vacant Shop	0.00726	Shop on Third floor of 4 Storey Building

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25	Shop No 308 FC-II, Sector-E, Narela Industrial Area Delhi	Vacant Shop	0.00672	Shop on Third floor of 4 Storey Building
26	Shop No 309 FC-II, Sector-E, Narela Industrial Area Delhi	Vacant Shop	0.00342	Shop on Third floor of 4 Storey Building
27	Shop No 310 FC-II, Sector-E, Narela Industrial Area Delhi	Vacant Shop	0.00348	Shop on Third floor of 4 Storey Building
28	Shop No 311 FC-II, Sector-E, Narela Industrial Area Delhi	Vacant Shop	0.00454	Shop on Third floor of 4 Storey Building
29	FC-3, Approach Road near Entrance Sector-F or adjacent NDPL 66 KV.	DSIIDC	1.4156	Vacant Plot
30	FC-4, Road No. 55, Sector-E	DSIIDC	0.600	Available
31	Shop No 106 FC-IV, Sector-E, Narela Industrial Area Delhi	Vacant Shop	0.01351	Shop on First floor of 3 Storey Building
32	Shop No 201 FC-IV, Sector-E, Narela Industrial Area Delhi	Vacant Shop	0.01363	Shop on Second floor of 3 Storey Building
33	Shop No 202 FC-IV, Sector-E, Narela Industrial Area Delhi	Vacant Shop	0.02767	Shop on Second floor of 3 Storey Building
34	Shop No 203 FC-IV, Sector-E, Narela Industrial Area Delhi	Vacant Shop	0.01363	Shop on Second floor of 3 Storey Building
35	Shop No 204 FC-IV, Sector-E, Narela Industrial Area Delhi	Vacant Shop	0.01351	Shop on Second floor of 3 Storey Building
36	Shop No 205 FC-IV, Sector-E, Narela Industrial Area Delhi	Vacant Shop	0.02240	Shop on Second floor of 3 Storey Building
37	Shop No 206 FC-IV, Sector-E, Narela Industrial Area Delhi	Vacant Shop	0.01351	Shop on Second floor of 3 Storey Building
38	FC-5, Sector-1 or Opposite super Bazar & LIC plot	Allotted	0.8125	Available
39	FC-6, Sector-G, Canal Road	Allotted	0.2325	Available
40	FC-7, Road No.103, Sector-A	DSIIDC	0.2214	Available
41	Shop No 5 FC-VII, Sector-A, Narela Industrial Area Delhi	Vacant Shop	0.00257	Shop on Ground floor of 4 Storey Building
42	Shop No 301 FC-VII, Sector-A, Narela Industrial Area Delhi	Vacant Shop	0.00316	Shop on Third floor of 4 Storey Building
43	DSIIDC, Guest House, Road No. 103, Sec-E at Narela Industrial Area, Delhi	DSIIDC	0.3412	Building Available
44	Detail of Vacant land purpose not specified.	DSIIDC		
45	Near CNG Pump 80m Road Sector-B	Vacant	0.40	Land Available
46	Near Police Station Sect -D	Vacant	0.40	Land Available
47	Near 66KV Sector-F	Vacant	0.38	Land Available
48	Shahpur Village Road no. 102, Sector-I	Vacant	9.71	Land Available
49	Near Kishan Patel Aashram Sector –H	Vacant	0.28	Land Available
50	Near LIC Building, Sect –I	Vacant	0.10	Land Available
51	Narela Office, Administrative Block Building, Narela	DSIIDC	0.2905	Building Available

Detail of commercial area of sector-1, Bawana Industrial Area

S.No	Facility	Detail of Land Possession	Area (in Hectr.)	Status
A	Flatted Factory	DSIIDC	1.354	Land Available
B	Commercial		1.21	

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(i)	Convenance Shop	DSIIDC		Land Available
(ii)	Informal Shop	DSIIDC		Land Available
(iii)	Eating Joints	DSIIDC		Land Available
(iv)	Showrooms	DSIIDC		Land Available
(v)	Documentation Centre etc.	DSIIDC		Land Available
C	Public Semi Public		11.583	
(i)	Day Care Centre	DSIIDC		Land Available
(ii)	Crèches	DSIIDC		Land Available
(iii)	Sub-fire station	DSIIDC		Land Available
(iv)	Petrol Pump	DSIIDC		Land Available
(v)	Banks	Allotted		Available
(vi)	STD/PCO	DSIIDC		Land Available
(vii)	Police Post	Allotted		Available
(viii)	CAD/CAM Centre	DSIIDC		Land Available
(ix)	Health Care Centre	DSIIDC		Land Available
(x)	ESI Hospital	DSIIDC		Land Available
Xi)	Post Office etc.	DSIIDC		Land Available
D	Utilities		3.924	
(i)	Bus Terminal	Allotted		Available
(ii)	Taxi and Tampo Parking	DSIIDC		Available
(iii)	Loading & Unloading Area	DSIIDC		Land Available
(iv)	66 KV ESS	Allotted		Available
(v)	Water pumping station etc.	DSIIDC		Land Available
E	Recreation/Green Belts/Parks	DSIIDC	26.193	Available

**Bawana Industrial Area:-
Detail of commercial area of sector-2, Bawana Industrial Area**

S.No	Facility	Detail of Land Possession	Area (in Hectr.)	Facility
A	Commercial Centre		6.790	
(i)	Convenance Shop	DSIIDC		Land Available
(ii)	Informal Shop	DSIIDC		Land Available
(iii)	Eating places	DSIIDC		Land Available
(iv)	Exhibition Centre	DSIIDC		Land Available
(v)	CAD/CAM Centre	DSIIDC		Land Available
(vi)	Conference Hall	DSIIDC		Land Available
(vii)	Showrooms	DSIIDC		Land Available
(viii)	Corporation Office	DSIIDC		Land Available
(ix)	Loading & Boarding houses	DSIIDC		Land Available
(x)	Testing Laboratories etc.	DSIIDC		Land Available
B	Public Semi Public		1.262	
(i)	Day Care Centre	DSIIDC		Land Available
(ii)	Crèches	DSIIDC		Land Available
(iii)	Sub-fire station	DSIIDC		Land Available
(iv)	STD/PCO	DSIIDC		Land Available
(v)	Police Post	DSIIDC		Land Available
(vi)	Bank etc.	DSIIDC		Land Available
C	Utilities		10.018	
(i)	220 KV sub station	DSIIDC		Land Available
(ii)	66 KV sub station	DSIIDC		Land Available
(iii)	Taxi and Tempo Parking	DSIIDC		Available
(iv)	Loading & Unloading areas	DSIIDC		Land Available
(v)	Petrol Pumps	DSIIDC		Land Available

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(vi)	Treatment Plant (REPS-2 Available)	DSIIDC		Land Available
D	Recreation/Green Belts/Parks	DSIIDC	20.922	Available
Detail of commercial area of sector-3, Bawana Industrial Area				
S.No	Facility	Detail of Land Possession	Area (in Hectr.)	Facility
A	Flatted Factory	DSIIDC	0.9	
B	Commercial		8.548	
(i)	Convenance Shop	DSIIDC		Land Available
(ii)	Informal Shop	DSIIDC		Land Available
(iii)	Eating places	DSIIDC		Land Available
(iv)	Product cum process development centre	DSIIDC		
(v)	Exhibition Centre	DSIIDC		Land Available
(vi)	Conference Hall	DSIIDC		Land Available
(vii)	Showrooms	DSIIDC		Land Available
(viii)	Corporation Office etc.	DSIIDC		Land Available
C	Public Semi Public		4.251	
(i)	Day Care Centre	DSIIDC		Land Available
(ii)	Crèches	DSIIDC		Land Available
(iii)	Sub-fire station	DSIIDC		Land Available
(iv)	Felling station	DSIIDC		Land Available
(v)	Petrol Pumps	DSIIDC		Land Available
(vi)	Bank etc.	DSIIDC		Land Available
(vii)	STD & PCO	DSIIDC		Land Available
(viii)	Police Post	Allotted		Available
(ix)	CAD/CAM Centre	DSIIDC		Land Available
(x)	Documentation Centre	DSIIDC		Land Available
(xi)	Health Care Centre etc.	DSIIDC		Land Available
D	Utilities		3.661	
(i)	Taxi and Tempo Parking	DSIIDC		Available
(ii)	Loading & Unloading areas etc.	DSIIDC		Land Available
E	Recreation/Green Belts/Parks	DSIIDC	15.213	Available
Detail of commercial area of sector-4, Bawana Industrial Area				
S.No	Facility	Detail of Land Possession	Area (in Hectr.)	Facility
A	Residential	Allotted	1.823	
B	Commercial		21.669	
(i)	Convenance Shop	DSIIDC		Land Available
(ii)	Informal Shop	DSIIDC		Land Available
(iii)	Eating places	DSIIDC		Land Available
(iv)	Product cum process development centre	DSIIDC		Land Available
(v)	Exhibition Centre	DSIIDC		Land Available
(vi)	Raw material market	DSIIDC		Land Available
(vii)	Conference Hall	DSIIDC		Land Available
(viii)	Testing Lab	DSIIDC		Land Available
(ix)	Pollution testing Lab	DSIIDC		Land Available
(x)	Buissness centre	DSIIDC		Land Available
(xi)	Corporation Office etc.	DSIIDC		Land Available
(xii)	Repair shop	DSIIDC		Land Available
(xiii)	Loading & Boarding	DSIIDC		Land Available

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(xiv)	Local Shop	DSIIDC		Land Available
(xv)	Petrol Filling station (CNG Pump available)	DSIIDC		Land Available
(xvi)	CAD/CAM Centre	DSIIDC		Land Available
(xvii)	Documentation Centre etc.	DSIIDC		Land Available
C	Public Semi Public		0.16	
(i)	Day Care Centre	DSIIDC		Land Available
(ii)	Health Care Centre	DSIIDC		Land Available
(iii)	Police Post	DSIIDC		Land Available
(iv)	Bank	Allotted		Available
D	Utilities		0.06	
(i)	Sewerage pumping station			
E	Recreation/Green Belts/Parks	DSIIDC	13.186	Available
Detail of commercial area of sector-5, Bawana Industrial Area				
A	Flatted Factory		3.09	
B	Residential	Allotted		Land Available
(i)	Mixed Used	DSIIDC	2.39	Land Available
(ii)	Relocation Scheme	DSIIDC	2.84	Land Available
C	Commercial			
(i)	Commercial along district centre	DSIIDC	4.46	Land Available
(ii)	Cluster level facility including commerical	DSIIDC	3.47	Land Available
(iii)	Green/Recreation	DSIIDC		Land Available
(iv)	Green buffer along MP road	DSIIDC	10.42	Land Available
(v)	Park along PSP	DSIIDC	3.1	Land Available
(vi)	Park CETP	DSIIDC	4.86	Available
(vii)	Green linkage	DSIIDC	3.80	Land Available
(viii)	Cluster level Green	DSIIDC	8.41	Land Available
(ix)	Green along 440 KV	DSIIDC	1.10	Land Available
(x)	Green along cluster A	DSIIDC	2.34	Land Available
D	Utilities			
(i)	Large ESS Near PSP area	DSIIDC	5.11	Land Available
(ii)	1 No. ESS near PSP area	DSIIDC	1.1	Land Available
(iii)	Sewerage pumping station	DSIIDC	0.14	Available
(iv)	Water pumping station	DSIIDC	0.51	Available
(v)	CETP/STP	DSIIDC	5.45	Available
(vi)	1 No. ESS Near Flatted factory	DSIIDC	1.08	Land Available
E	PSP			
(i)	Along Bawana Escape	DSIIDC	14.11	Available
(ii)	Along 100 mtr MP road	DSIIDC	1.88	Available
(iii)	Sub Fire Station	Allotted	0.85	Available
(iv)	Police Station/Post	Allotted	0.22	Available
(v)	DFC Industries	DSIIDC	1.08	Land Available
(vi)	Electric Sub Station	DSIIDC	1.00	Land Available
(vii)	Institution	DSIIDC	1.06	Land Available
(viii)	Utilities such as water pumping station/Ess	DSIIDC	0.50	Land Available
(ix)	Bus Terminal/Ideal parking	DSIIDC	0.5	Land Available
(x)	Telephone Exchange	Allotted	1.03	Available
(xi)	ESI Hospital	DSIIDC	1.69	Land Available
(xii)	Informal Centre	DSIIDC	0.17	Land Available

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built up properties of DSIIDC in Narela and Bawana (Phase – I & II) Industrial Estates

(xiii)	Night Shelter	DSIIDC	0.15	Land Available
(xiv)	Truck Terminal	DSIIDC	4.86	Land Available
(xv)	Cluster level facilities	DSIIDC	3.87	Land Available
(xvi)	Sector level facilities	DSIIDC	0.85	Land Available
(xvii)	Commercial facility in district centre	DSIIDC	4.46	Land Available
Bhorgarh (Bawana Ph-II) Industrial Area:-				
S.No.	Facility	Detail of Land Possession	Area (in Hectr.)	Status
1	PUBLIC & SEMI PUBLIC	DSIIDC	2.438	Not Available
2	PETROL & CNG PUMP	Allotted	0.462	CNG Pump Available
3	ELECTRIC SUB-STATION	Allotted	1.359	
	(i) Electric sub station		0.767	Available
	(ii) Electric sub station		0.592	Not Available
4	SUB FIRE STATION	DSIIDC	1.396	Not Available
5	COMMUNICATION/TEL. EXCHANGE	DSIIDC	0.325	Not Available
6	COMMERCIAL CENTER -01	DSIIDC	2.87	Not Available
7	COMMERCIAL CENTER-02	DSIIDC	1.117	Not Available
8	DHALAO'S (4 NOS.)	DSIIDC	0.24	Not Available
9	RAIN WATER HARVESTING TANK	DSIIDC	0.30	Not Available
10	U.G. WATER TANK/FIRE TANKS	DSIIDC	0.44	Available
11	HOSPITAL	DSIIDC	0.60	Not Available
12	DISPENSARY	DSIIDC	0.60	Not Available
13	DHARAMSHALA	DSIIDC	0.25	Not Available
14	NIGHT SHELTER	DSIIDC	0.55	Not Available
15	DAY CARE CENTRE	DSIIDC	0.75	Not Available
16	NURSERY SCHOOL	DSIIDC	0.73	Not Available
17	PUBLIC CONVENIENCE	DSIIDC	0.50	Not Available
18	WORKING WOMEN HOSTEL	DSIIDC	0.75	Not Available
19	HOUSING	DSIIDC	3.12	Available
20	TRUCK & CAR PARKING	DSIIDC	3.95	Available
21	TAXI/THREE WHEELER PARKING	DSIIDC	0.15	Available

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