National Waqf Development Corporation Ltd. (NAWADCO)

Tender No.NAWADCO/RFE for TA/7(23)/01/2017

Request For Empanelment (RFE) of Real Estate Transaction Adviser to provide services for Commercial Development of Waqf Properties across India are invited. Applicants may view and download the RFE Documents from www.nawadco.org.in/www.minorityaffairs.gov.in upto 13.03.2017 and submit the Applications by 02:00 P.M. on 20.03.2017. Amendments, if any, shall also be published on the above websites.

CEO

[Stamp]
National Waqf Development Corporation Ltd.
(under the aegis of Ministry of Minority Affairs, Government of India)

Advt. No. NAWADCO/RFE for TA/7(23)/01/2017
REQUEST FOR EMPANELMENT
OF
REAL ESTATE TRANSACTION ADVISERS FOR 3 YEARS
FOR
PROVIDING TRANSACTION ADVISORY SERVICES FOR COMMERCIAL
DEVELOPMENT OF VACANT LAND/AIR SPACE & MULTI FUNCTIONAL COMPLEXES
(MFCs) ON WAQF PROPERTIES ACROSS INDIA

Reply to queries, Uploading of Amendments to RFE on website, if any:----- 06.03.2017

Last Date of Submission of RFE:- 20.03.2017 upto 02:00 P.M.

Date of opening of RFE:- At 03:00 P.M. on 20.03.2017

All Applicants are advised to see Amendments to RFE, if any, before submission of the Application. Applicants have to download the Amendments/Amended RFE Documents from www.nawadco.org.in and submit the same with Application. In case the Applicant does not submit the amended RFE/Amendments, it will be presumed that Applicant has seen the Amendments/Amended RFE and Application will be evaluated accordingly. The decision of NAWADCO will be Final.

15th February, 2017
Office of the CEO
National Waqf Development Corporation Ltd.
Address:- CWC Bhawan, Plot No.-13 & 14, Sector-6, Pusph Vihar, Opposite Family Court, Saket, New Delhi-110017
DISCLAIMER

The information contained in this Request for Empanelment document ("RFE") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of NAWADCO or any of their employees or advisers, is provided to Applicants on the terms and conditions subject to which such information is provided.

This RFE is not an agreement and is neither an offer nor invitation by NAWADCO to the prospective Applicants or any other person. The purpose of this RFE is to provide interested parties with information that may be useful to them in the formulation of their Applications pursuant to this RFE. This RFE includes statements, which reflect various assumptions and assessments arrived at by NAWADCO in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFE may not be appropriate for all persons, and it is not possible for the NAWADCO, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFE. The assumptions, assessments, statements and information contained in this RFE, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFE and obtain independent advice from appropriate sources.

Information provided in this RFE to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. This information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NAWADCO accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

NAWADCO and its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFE or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFE and any assessment, assumption, statement or information contained therein or deemed to from part of this RFE or arising in anyway in this Selection Process.

NAWADCO also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFE.

NAWADCO may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFE.

The issue of this RFE does not imply that NAWADCO is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and NAWADCO reserves the right to reject all or any of the proposals without assigning any reasons.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NAWADCO or any other costs incurred in connection with or relating to its proposal. All such costs and expenses will remain with the Applicant and NAWADCO shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the proposal, regardless of the conduct or outcome of the Selection Process.
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Dos and Don’ts

For the clarity of the prospective Applicants, following Dos and Don’ts are advised:-

Dos

- Please read the eligibility condition carefully and fill the Application and Bid Forms accordingly.
- Each page of Bid Form-5 & 6 has to be signed (with Blue ink) & sealed by the Statutory Auditor/ Chartered Accountant and also by the Applicant.
- Bid Forms – 7 & 8 should be signed by Key Personnel and Applicant.
- Bid Form – 4, if required, should be submitted on non-judicial stamp paper of minimum value of Rs 100.
- Please submit the satisfactory completion certificates from the clients in reference to assignments stated in Bid Form-6.
- Please check whether the educational qualification, length of professional experience, no of eligible assignments and number of man-days are more than or equal to the eligibility requirement.

Don’ts

- Don’t put Xerox/ scanned signatures of the Applicant, Key Personnel and/or Statutory Auditor/ Chartered Accountant anywhere in Bid Forms.
- Don’t add the period in getting Educational Qualification or period of training while counting the length of professional experience.
- Don’t write “Not applicable” reply against the item 1.4 (ii) to (iv) of Bid Form-2. It should be either “Yes” or “No”.
REQUEST FOR EMPANELMENT
OF
REAL ESTATE TRANSACTION ADVISERS FOR 3 YEARS
FOR PROVIDING TRANSACTION ADVISORY SERVICES FOR
COMMERCIAL DEVELOPMENT OF VACANT LAND/AIR SPACE/& MULTI
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Tender No. NAWADCO/RFE for TA/7(23)/01/2017

Part-I

INSTRUCTIONS TO APPLICANTS (ITA)

1 General

1.1 India has the largest Waqf land in the world. There are about 4.9 lakh registered Waqf properties comprising of about 6 lakh acres of land having approximate market value of Rs.1.20 lakh crores. The Waqf properties have potential of generating an annual income of Rs.12,000 crore if properly developed, as per estimation of Sachar Committee Report (2006).

1.2 Hence, National Waqf Development Corporation Limited (NAWADCO), was established under the aegis of Ministry of Minority Affairs on 31st December, 2013 under the Companies Act 1956 (Corporate Identity Number, CIN-U74999DL2013GOI262924), with mandate to develop Waqf properties in India. This is to enhance the income of Waqf Boards / Waqf institutions for direct benefit of Muslim Community for the socio-economic empowerment.

1.3 NAWADCO is mandated to undertake commercial use of vacant Waqf land parcels in order to generate additional revenues for the Waqf Institutions and to prevent the problems of encroachment on Waqf land. NAWADCO has identified large nos. of vacant sites with commercial potential for development across the country at prime urban locations. Several sites are likely to be developed in future. Now NAWADCO also intends to carry out the Commercial/Institutional development besides other non-conventional mediums such as warehouses, recreational, solar energy, wind energy and plantation etc. either through upfront lease premium model or through other development models such as revenue sharing & fixed income model etc. which may give better returns.

1.4 NAWADCO invites tenders/willingness for engagement of Real Estate Transaction Advisers (the "Transaction Adviser") from Indian agencies for carrying out Techno-Feasibility study of the sites before going for commercial development. The broad scope of work for the Transaction Adviser(s) is normally as follows:

1.4.1 Pre-feasibility/ Feasibility studies covering assessment of market / demand, site analysis, master planning, techno economic feasibility, etc. including interalia the following:-
(a) Review of Pre-feasibility/ Feasibility study, if conducted already.
(b) Review of the site & surrounding development, including infrastructure linkages in the influence areas.
(c) Study of City Master Plan and ascertaining the development controls and building byelaws applicable to the site through interactions with the local, planning and municipal authorities.
(d) Demand survey and analysis of the real estate trends in the city to evolve the optimum use/product mix to increase revenue.
(e) Evolving layout plans and development options based on the product mix and change of land use as warranted.
(f) Broad assessment of infrastructure augmentation requirements, including parking and transportation.
(g) Assessing the financial viability for project development and suggesting various alternatives for project structuring for each of the short-listed development option(s).
(h) Conclusion of Feasibility Studies, Report Preparation and presentations to NAWADCO and Ministry of Minority Affairs (MoMA) on recommended development option and project structure etc.

1.4.2 Assessment of the approvals required from competent authorities and providing assistance to NAWADCO in obtaining requisite approvals from competent authorities.

1.4.3 Determining the format and stages of Bidding process and drafting of Tender Notices and Advertisements for Expressions of Interest (EOI) / Request for Qualification (RFQ) / Request for Proposal (RFP) from prospective bidders/developers.

1.4.4 Identifying the target segment and marketing of the project soliciting their participation.

1.4.5 Preparation of Bidding Documents for various stages like EOI, RFQ, RFP, etc. keeping in mind the provisions of Extant Waqf Act and Lease Rules notified by the Government of India which is available on NAWADCO’s website www.nawadco.org.in & MoMA’s website www.minorityaffairs.gov.in.

1.4.6 Managing the bid process on behalf of NAWADCO, Evaluation of tenders received from bidders, short-listing and recommendations to NAWADCO at each stage.

1.4.7 Assistance to NAWADCO in negotiations with selected Bidder if required till signing of the Lease Agreement and monitoring of milestones laid down for the Developer agencies for 3 (three) months after appointment of the Developers.

1.4.8 Financial close, if required in some sites.

1.5 In order to expedite the commercial utilization of the presently identified sites, as well as sites to be identified in future, NAWADCO intends to empanel reputed Transaction Advisers having in-depth experience in the fields of (i)
Architectural & Real Estate and (ii) Financial & Marketing. The Empanelment of Transaction Advisers shall be used for development of Waqf properties across India.

1.6 BLANK

1.7 NAWADCO shall have the right to utilize the empanelled Transaction Advisers depending upon the work load, geographical needs and as per the discretion of NAWADCO.

1.8 The empanelment shall be valid for 03(three) years but NAWADCO reserves the right to increase the validity for a further period upto 03(three) years.

1.9 This RFE consists of following:
Part I: Instructions to Applicants (ITA)
Part II: Application and Proposal Forms (APF)
Part III: Annexure-I

1.10 In case the Applicant considers that it possesses the requisite experience and the capabilities required for undertaking the assignments, it may submit an Application in response to this invitation. The manner in which the Applications are required to be submitted, evaluated and accepted is explained in the various provisions of this ITA. An Applicant can submit application for empanelment for one or more Groups depending upon the fulfillment of the eligibility criteria. However, the empanelment will be independent for each Group and the Transaction Adviser will have to submit separate Key Personnel(s) for each Group i.e. same Key Personnel cannot be used for more than one Group.

1.11 Applicants are encouraged to inform themselves fully about the assignments and the conditions before submitting the Application by visiting NAWADCO office, sending written queries to NAWADCO, and attending a pre-proposal conference on the date and time specified in this ITA. Please note that no cost of any such visit is reimbursable by NAWADCO.

1.12 Applicants must read carefully the eligibility criteria (the "Eligibility") provided in Para 4 of ITA and must meet these requirements including availability of Key Personnel specified in Para 2.3 hereunder.

1.13 The empanelment of the Transaction Adviser shall be done on the basis of eligibility criteria provided in the document and performance in the interview of the Applicant, if required. The decision of NAWADCO in this regard is final.

1.14 After the empanelment and as per the requirement of NAWADCO in future from time to time, all the empanelled Transaction Advisers, as per the location of the site(s) and the activity/activities, will be asked to submit the financial proposals. The scope of the activities shall normally be based on draft TOR but in few cases such as involving the re-development works, air space development, railway stations etc., the scope may be widened by the specific details given in the RFP. The Transaction Advisers shall have to submit their future financial offers according to the scope mentioned in the RFP as and when called for.
2 Submission of Applications

2.1 The Applicant shall provide all the information sought under this RFE. NAWADCO will evaluate only those Applications which are received in the requisite formats and complete in all respects. The Application will contain the following documents:

(a) Requisite RFE Document Fee in the form of Demand Draft/ Banker’s Cheque in favour of “National Waqf Development Corporation Ltd.”, payable at New Delhi or copy of receipt of purchase of RFE document;

(b) Requisite EMD for each Group in the form of Demand Draft/ Banker’s Cheque in favour of “National Waqf Development Corporation Ltd.” payable at New Delhi;

(c) Letter of Application as per RFE Form-1;

(d) Particulars of the Applicant as per RFE Form-2;

(e) Statement of Legal Capacity as per RFE Form-3;

(f) Power of Attorney, if required, as per RFE Form-4;

(g) Particulars of Key Personnel as per RFE Form-5;

(h) Information for eligibility of Applicant & Key Personnel as per RFE Form-6 & 7;

(i) The CVs of the Key Personnel as per Form-8;

(j) Copy of PAN Number of the firm;

(k) Registration Certificate/ Incorporation Certificate;

(l) Crossed cancelled cheque.

(m) Audited financial statement for the last 3 (three) years duly audited by Chartered Accountant.

(n) Work order copy;

(o) A copy of set of RFE document along with corrigendum to RFE, if issued, with each page initialed by the authorized signatory as a token of acceptance.

2.2 ENVELOPE of the Application should be marked as “Empanelment of Real Estate Transaction Advisers for providing Transaction Advisory Services” The above envelope should be addressed to:-

Chief Executive Officer,
National Waqf Development Corporation Ltd. (NAWADCO)
Address:- CWC Bhawan, Plot No.-13 & 14, Sector-6, Pushp Vihar, Opposite Family Court, Saket, New Delhi-110017
Contact:-011-29565627/26
2.3 Key personnel

The Consultancy Team shall consist of the minimum following Key Personnel (the “Key Personnel”) who shall discharge their respective responsibilities as specified below:

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<tr>
<th>S.No.</th>
<th>Role</th>
<th>Education &amp; Experience</th>
<th>Responsibilities</th>
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| 1.    | Business Planning Expert & Team Leader    | MBA/CA/M.Plan from reputed institute.  
                                                  | 15+ years’ work experience.  
                                                  | Should have worked with at least 5 assignments in the field of real estate on business planning aspects. | - Will lead, co-ordinate and supervise the Consultancy Team for delivering the Consultancy in a timely manner.  
                                                  |                                                                                           | - Demonstrated understanding of Waqf and related issues.                                                |
                                                  | 10+ years’ work experience.  
                                                  |                                                                                           | - Build financial models separately for each of the identified properties and carry out sensitivity and scenario analysis to ascertain the minimum bid price for each property.  
                                                  |                                                                                           | - Assist the PPP Expert and the team in conducting the Bid Process.                                     |
                                                  | 10+ years’ work experience.  
                                                  | Should have worked in least 2 projects involving bid procurement services. | - Provide the sectorial perspective to the team in issues related to all matters related to PPP structuring.  
                                                  |                                                                                           | - Responsible to prepare the information memorandum, finalization of the Bid documents, evaluation of the bids received. |
| 4.    | Legal Expert                              | Bachelor in Law or equivalent.  
                                                  | 10+ years’ work experience.  
                                                  | Experience of having dealt with Waqf Act and Rules.                                                  | - Will be responsible for drafting of Model Contract Agreements (MCA) in alignment with requirements of Waqf Act and Extant Lease Rules as per Gazette Notification of Ministry of Minority Affairs taking into consideration project specific requirements of Waqf Institutions. |
| 5.    | Real-estate expert                        | Graduate Engineer/ Architect  
                                                  | 7+ years’ work experience.                                                  |                                                                                           | - Will provide the sectorial perspective to the team fixing of Technical & Financial parameters to select prospective bidders.  
                                                  |                                                                                           | - Experience of collecting architectural planning parameters related to development of the projects with respect to city plans & Development Control Regulations (DCR) of the area for use in real estate sector of respective Indian states/cities. |

2.4 The Applicant has to sign all the pages of the Application document and certificates etc.
2.5 Empanelment Process

2.5.1 The requisite RFE document fee & EMD shall be kept in Envelope-I. The other documents need to be placed in another bigger envelope marked as Envelope-II and then both the envelopes are to be kept in another envelope superscribed as mentioned in Para 2.5.5 hereunder.

2.5.2 Applicants may download the RFE document from the NAWADCO website (www.nawadco.org.in & www.minorityaffairs.gov.in). However, the Applicant must submit the RFE Document Fee along with the proposal amounting to Rs.5,000/- (Five Thousand Only) in the form of demand draft/banker’s cheque in favour of “National Waqf Development Corporation Ltd.” payable at New Delhi (the “RFE Document Fee”) or online on our Punjab National Bank, Scope Complex, Laxmi Nagar Branch A/c No. 4200 0021 0001 3571 having IFSC Code No. PUNB0420000. In case of online payment or NEFT/RTGS sent by the consulting agency the relevant UTR no./Receipt need to be attached and kept in Envelope-I.

RFE Document Fee shall be non-refundable. Proposals not accompanied by the RFE Document Fee shall be summarily rejected.

2.5.3 All notices related to this Advertisement including clarifications/amendments/addendums to the RFE document shall be available on www.nawadco.org.in under “BIDS & TENDERS”.

2.5.4 Interested Applicants may obtain further information from:

(i) Sr. Adviser (Projects) (e-mail: support-nawadco@gov.in)

Tel: 011-29565627/26

2.5.5 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

Advt. No:- NAWADCO/RFE/for TA/7(23)/01/2017

and

“Empanelment of Real Estate Transaction Advisers for providing Transaction Advisory Services”.
2.5.6 The important dates for the Bidding process are as following, subject to changes, if any, which will be advised through addendums/amendments:

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<th>Date(s)</th>
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<td>1.</td>
<td>Availability of RFE Document on website</td>
<td>15.02.2017</td>
</tr>
<tr>
<td>2.</td>
<td>Pre-Application Meeting –in the office of NAWADCO at CWC Bhawan, Plot No.-13 &amp; 14, Sector-6, Pushp Vihar, Opposite Family Court, Saket, New Delhi-110017</td>
<td>27.02.2017</td>
</tr>
<tr>
<td>3.</td>
<td>Last date of receiving queries</td>
<td>28.02.2017</td>
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<td>4.</td>
<td>Reply to queries, Uploading of Amendments to RFE on website, if any</td>
<td>06.03.2017</td>
</tr>
<tr>
<td>5.</td>
<td>Last date of Downloading of RFE Document from website</td>
<td>13.03.2017</td>
</tr>
<tr>
<td>6.</td>
<td>Proposal Due Date/last date of submission of Application (&quot;Proposal Due Date (PDD&quot;)</td>
<td>20.03.2017 upto 02:00 P.M.</td>
</tr>
<tr>
<td>7.</td>
<td>Opening of Applications</td>
<td>At 03:00 P.M. on 20.03.2017</td>
</tr>
</tbody>
</table>

2.5.7 Applications received after the dead line of submission shall be returned unopened. Late / delayed applications will not be considered.

3 **Validity of the Offer**

The offer shall be kept valid for a minimum 90 days from the date of opening.

4 **Eligibility Criteria**

4.1 **General:** An Applicant should have experience and expertise in providing consultancy services in the field of real estate development. The Applicant should also have the minimum work experience, Key Personnel and infrastructure in the respective field and State.

4.2 **Minimum Experience of the Applicant**

4.2.1 An applicant (the “Applicant”) should be a Sole Firm having average turnover of Rs.100 crores per annum during last 3 years i.e. FY 2013-14, 2014-15 & 2015-16 with minimum work experience & qualifications of Key Personnel as specified in Para 2.3 of the ITA. The Applicant should have office/establishment at places convenient to execute/ perform the assignment of TA effectively.

4.2.2 The Applicant, during the preceding 10 years reckoned from PDD, should have successfully completed at least 5 consultancy assignments as Transaction Adviser in India. The assignment should be in the field of real estate master planning involving at least 3000 sqm. Built Up Area or 2000 sqm. land and having received a minimum consultancy fee of Rs. 10.0 Lakh.

4.2.3 The Applicant should also have experience of executing at least 5 PPP projects worth Rs.50 crore each.
4.3 Applicant should submit satisfactory completion certificates or satisfactory performance certificate from the client as evidence of its experience in the absence of which their claim regarding meeting the eligibility criteria would not be entertained, however, the decision of the Chief Executive Officer, NAWADCO in all the matters shall be final and binding on the applicant. Applicant should submit details of its own and its Key Personnel's experiences in the specified forms duly certified by Authorized Signatory of the participating firm.

4.4 This RFE document contains 37 pages including RFE Forms (8 nos.) and Annexure-I.

4.5 Experience of Key Personnel: - It has to be in compliance with Para 2.3 of the ITA.

4.6 In case the Transaction Adviser proposes to engage any retired officials of Central/State Govt./PSUs, it should be done as per extant policy/guidelines.

5 Eligibility Proposal

5.1 The Application shall be submitted with a letter of proposal in the format specified in Form-1. Information on Eligibility should be submitted in Form-2 to 7 duly certified by the Authorized Signatory of the participating firm.

5.2 Consultancy team shall consist of Key Personnel specified at Para 2.3 of ITA and such other experts/specialists and managerial/support staff to be deployed either at project site or off site such that the Transaction Adviser should be able to complete the Consultancy successfully within the time schedule specified in draft Terms of Reference (TOR). CVs of any new Key Personnel to be deployed for any project/future assignments should be submitted to NAWADCO for approval before deployment for that project site/future assignments. However, in this connection please also refer to Para 3.5 of the Contract Agreement regarding permitted changes in personnel. But the new Key Personnel to be deployed should have higher or equal qualification than the replaced Key Personnel. The Transaction Adviser may also take the assistance of any sub-Transaction Adviser for carrying out any part of the consultancy.

6 Tender Clarification

6.1 The Applicant may contact the NAWADCO office on any working day if any clarification is required but before the last date of receiving queries as stated under para 2.5.6 of ITA.

6.2 The reply to queries, if any, shall be uploaded on the website www.nawadco.org.in.

7 Evaluation of Applications

7.1 The Application submitted by the Applicant shall be evaluated by the NAWADCO. The empanelment process shall be solely based on the eligibility criteria as laid down in this RFE document. NAWADCO may invite the eligible Applicants for Interview for further shortlisting and in that case the empanelment shall be based on the performance in the interview, if need be. To facilitate evaluation of proposals, NAWADCO may, at its sole discretion, seek clarifications in writing from any Applicant regarding its proposal in the
7.2 Not withstanding anything to the contrary contained in this RFE, NAWADCO may, at its sole discretion, waive any minor infirmity, non-conformity or irregularity in a proposal that does not constitute a material deviation, and that does not prejudice or affect the relative position of any Applicant, provided it conforms to all the terms, conditions of the tender documents without any material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects, in any substantial way, the scope, quality or performance of the contract; (ii) that limits, in any substantial way, inconsistent with the tender documents, NAWADCO’s rights or the selected Applicant’s obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Applicants, who are presenting eligible proposals.

8 Conflict of Interest

8.1 An Applicant shall not have a Conflict of Interest with regard to the future RFPs. Any Applicant found to have such a conflict of interest shall be disqualified from participation in the relevant RFP(s) in the future process of calling financial proposals.

8.2 NAWADCO requires that the Transaction Adviser provide professional, objective, and impartial advice and at all times hold, NAWADCO’s interests paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The Transaction Adviser shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers or that may place it in a position of not being able to carry out the assignment in the best interest of NAWADCO.

8.3 Without limitation on the generality of the foregoing, the Transaction Adviser and any of its associates shall be considered to have a conflict of interest and shall not be selected under any of the circumstances set forth below:

(a) If there is a conflict among this and other consulting assignments of the Transaction Adviser (including its personnel and sub-Transaction Adviser) and any subsidiaries or entities controlled by such Transaction Adviser. The duties of the Transaction Adviser depend on the circumstances of each case. While providing Consultancy services to NAWADCO for this particular assignment, the Transaction Adviser shall not take up any assignment that by its nature will result in conflict with the present assignment.

(b) A firm which has been engaged by NAWADCO to provide goods or works for a project, and any of its affiliates, will be disqualified from providing consulting services for the same project. Conversely, a firm hired to provide consulting services for the preparation of implementation of a project, and any of its affiliates, will be disqualified from subsequently, providing goods or works or services related to the same project.
(c) An Applicant eventually appointed to provide Consultancy for this Project, as well as any of its affiliates, shall be disqualified from subsequently providing goods or works or services related to the construction and execution of the same project (other than a continuation of the Firm’s earlier consulting services) till one year from the date of completion of services under this Consultancy.

9 Empanelment

9.1 Based on the assessment of the Applicant and its Team, the list of empanelled Transaction Advisers will be prepared and the Applicants will be informed by NAWADCO.

9.2 Applicant will be asked to submit its acceptance of empanelment within 15(fifteen) days and upon receipt of the acceptance by NAWADCO, EMD will be treated as Security Deposit and retained by NAWADCO for the period of Empanelment.

9.3 If the Transaction Adviser fails to comply with the stipulation indicated in Para 9.2 (unless any period is relaxed by NAWADCO for compelling and genuine reasons; and the decision of NAWADCO in such case would be absolute & final), the EMD will be forfeited and the Applicant will be removed from the Empanelment.

10 Future Assignments

10.1 In future from time to time as per the requirement, the NAWADCO will send the Request for Proposal (the “RFP”) for development of Waqf properties to the empanelled Transaction Advisers as & when necessity arises.

10.2 Within 15 days (or as the time limit given in RFP) of such request by NAWADCO, the Transaction Advisers shall be required to submit their financial proposal of the RFP along with requisite bid security.

10.3 To give an understanding about the expectations of NAWADCO from the prospective Transaction Advisers, bidders may like to pursue the contents of Annexure-I. The scope of work however, shall further be given in the RFP at appropriate time which would however, be not limited to what has been mentioned in Annexure-I but the responsibilities and scope of prospective Transaction Adviser should be able to meet the intention of NAWADCO.

10.4 The Lowest bidder in terms of contract agreement and upon successful completion of negotiations, if required, shall be considered for issue of LOA. The selected Transaction Adviser shall be required to commence the consultancy within 10(ten) days of issue of LOA and send its acceptance of LOA within 07(seven) days of issue of LOA.

10.5 The selected Transaction Adviser shall be required to sign a Contract Agreement within 15 days of issue of LOA or within the time as extended by NAWADCO due to administrative reasons.

10.6 If the Transaction Adviser fails to comply with any of the conditions indicated in Para 10.4 or 10.5 (unless any period is relaxed by NAWADCO for compelling
and genuine reasons; and the decision of NAWADCO in such case would be absolute & final), the LOA can be withdrawn duly forfeiting the bid security of the Transaction Adviser and the Applicant shall be removed from the list of empanelled Transaction Advisers.

11 Other Conditions

11.1 The future consultancy services shall stand completed on Financial Close, if applicable, and/or after signing of Development/Lease Agreement by the Developer of the Project and on completion of monitoring of milestone coming across during the period of 3 (three) months after signing of Agreement with/ by the Developer, as the case may be and as stated in RFP. However, if NAWADCO decide not to proceed with the bidding process for the time being in such a case the future consultancy services shall stand completed on receipt of all necessary approvals from Government Authorities. Further if the Transaction Adviser is not interested to continue the services after the time frame given in future assignments, NAWADCO may terminate the Consultancy on the request of the Transaction Adviser and on submission of No Claim Certificate.

11.2 In case of any re-tendering, extension of tender submission dates, delay in inviting tenders etc. due to administrative/legal reasons, NAWADCO reserves the right to either discontinue the services of the Transaction Adviser without any claims whatsoever or to direct the existing Transaction Adviser to continue their consultancy services till successful completion of the activities specified at Para 11.1 above to such extended/re-tendered process. NAWADCO’s decision in this regard shall be final and binding on the Transaction Adviser.

11.3 If an empanelled Transaction Adviser failed to submit three consecutive financial proposals for future RFPs, for reasons other than the Conflict of Interest as per Para 8.0, then NAWADCO reserves the right of taking action to remove the name of the Transaction Adviser from the list of empanelled Transaction Advisers and forfeit the security deposit kept with NAWADCO. NAWADCO’s decision in this regard is final and the debarred Transaction Adviser will not have any claim on this forfeited amount.

12 EARNEST MONEY DEPOSIT (EMD) for RFE

12.1 The Applicant is required to submit an interest free Earnest Money Deposit (EMD) for Rs.25,000/- (Rupees Twenty Five Thousand only) in the form of Demand Draft / Bankers Cheque or Pay Order in favour of “National Waqf Development Corporation Ltd.” drawn on any Nationalized or scheduled commercial bank, payable at New Delhi or online on our Punjab National Bank, Scope Complex, Laxmi Nagar Branch A/c No. 4200 0021 0001 3571 having IFSC Code No. PUNB0420000. In case of online payment or NEFT/ RTGS sent by the consulting agency the relevant UTR No./ Receipt need to be attached and kept in Envelope-I along with their Application.

12.2 EMD of unsuccessful Applicants shall be returned with 30(thirty) days of selection of empanelled Transaction Advisers. EMD of successful Applicants shall be retained as Interest free Security Deposit for the period of empanelment.
13 Schedule of Payment

13.1 Under the terms of the contract, payments to the Transaction Advisers will be made periodically in accordance with the laid down schedule in the Terms of Reference for future assignments.

13.2 The Consultancy fee shall be inclusive of all expenditure like conveyance, incidentals, out-of-pocket expenses, payment to sub-Transaction Advisers etc. and all taxes and duties and nothing extra shall be payable, except service tax. The fee of the Transaction Adviser shall be inclusive of all costs related to visits to the site, attending meetings, conferences and making suitable presentations etc.

*************
Part-II

Application and Proposal Forms (APF)
Letter of Proposal

(In duplicate on Applicant's letter head & also under the seal of the bidding company on this paper itself.)

To,
The Chief Executive Officer,
National Waqf Development Corporation Ltd.,
Central Waqf Bhawan,
Plot No. -13 & 14, Sector-6, Pusph Vihar,
Opposite Family Court,
Saket, New Delhi-110017

Sub:- Empanelment of Real Estate Transaction Advisers for 3 Years for providing Transaction Advisory Services for commercial development of vacant land/ air space & Multi Functional Complexes (MFCs) on Waqf Properties across India

Ref:- Advt. No. NAWADCO/RFE/for TA/7(23)/01/2017

Dear Sir,

1. With reference to your RFE Document dated 30.01.2017 I/We, having examined all relevant documents and understood their contents, hereby submit our Application for empanelment as Transaction Adviser. The Application is unconditional and unqualified.

2. All information provided in the Application and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.

3. This statement is made for the express purpose of empanelment as the Real Estate Transaction Adviser for the aforesaid subject.

4. I/We shall make available to the NAWADCO any additional information it may deem necessary or require for supplementing or authenticating the Application.

5. I/We acknowledge the right of the NAWADCO to reject our Application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. We certify that in the last five years, we have neither failed to perform on any contract, as evidence by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

7. I/We declare that:

(a) I/We have examined and have no reservations to the RFE Documents, including any Addendum issued by the NAWADCO;

(b) I/We do not have any conflict of interest in accordance with relevant Para or the ITA;
(c) I/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 in respect of any tender or request for proposal issued by or any agreement entered into with the NAWADCO or any other public sector enterprise or any Government, Central or State; and

(d) I/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.

8. I/We understand that you may cancel the empanelment Process at any time and that you are neither bound to accept any Application that you may receive nor to select the Applicant, without incurring any liability to the Applicants.

9. BLANK

10. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outranges the moral sense of the community.

11. I/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 Associates.

12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors-Managers/employees.

13. I/We hereby irrevocably waive off right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the NAWADCO and/or the Government of India in connection with the selection of the Transaction Adviser or in connection with the Selection process itself in respect of the above mentioned Project.

14. The Earnest Money of Rs. 25,000/- (Rupees Twenty Five Thousand only) in the form of a Demand Draft/ Banker's Cheque/ receipt of online payment is attached, in accordance with the RFE document.

15. I/We agree and understand that the Application is subject to the provisions of the RFE document. In no case, shall I/We have any claim or right to whatsoever nature if I/We are not empanelled or our Application is not opened.

16. I/We agree to keep this offer valid for 90 (Ninety) days from the tender submission date specified in the RFE.

17. In the event of my/our firm being empanelled as the Real Estate Transaction Adviser, I/We agree to accept the my/our empanelment in the form asked by NAWADCO. I/We agree not to seek any changes in the aforesaid form and agree to abide by the same.

18. I/We have studied the RFE and all other documents carefully. We understand that except to the extent as expressly set forth in the bid document, we shall have no claim, right or title arising out of any documents or information provided to us by NAWADCO or in respect of any matter arising out of or concerning or relating to the empanelment Process.

19. I/We agree and undertake to abide by all the terms and conditions of the RFE Document. In witness thereof, I/We submit this Application under and in accordance with the terms of the RFE Document.
Yours faithfully,

(Signature of the Authorised Signatory)
(Name and designation of the Authorised Signatory)
(Name and seal of the Applicant/Lead Member)

Encl: 1. RFE Document Fee
2. EMD
3. Other Bid Forms
### Particulars of the Applicant

<p>| | |</p>
<table>
<thead>
<tr>
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</table>
| **1.1** | State whether applying as Sole Firm or Lead Member of a consortium:  
|   | Sole Firm  
| or | Lead Member of a consortium |
| **1.2** | State the following:  
|   | Name of Company or Firm:  
|   | Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):  
|   | Country of incorporation:  
|   | Registered address:  
|   | Year of Incorporation:  
|   | Year of commencement of business:  
|   | Principal place of business:  
|   | Brief description of the Company including details of its main lines of business  
|   | Particulars of individual(s) who will serve as the point of contact/communication with NAWADCO:  
|   | (a) Name:  
|   | (b) Designation:  
|   | (c) Company:  
|   | (d) Address:  
|   | (e) Telephone Number/Mobile number:  
|   | (f) E-Mail Address:  
|   | (g) Fax Number:  
|   | Name, Designation, Address and Phone Numbers of Authorised Signatory of the Applicant:  
|   | Name:  
|   | Designation:  
|   | Company:  
|   | Address:  
<p>|   | Phone No.:  |</p>
<table>
<thead>
<tr>
<th><strong>1.3</strong></th>
<th><strong>Fax No.</strong> :</th>
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<tbody>
<tr>
<td><strong>If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:</strong></td>
<td></td>
</tr>
<tr>
<td>(i) Name of Firm:</td>
<td></td>
</tr>
<tr>
<td>(ii) Legal Status and country of incorporation</td>
<td></td>
</tr>
<tr>
<td>(iii) Registered address and principal place of business.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>1.4</strong></th>
<th><strong>For the Applicant, (in case of a consortium, for each Member), state the following information:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>i) In case of non Indian company, does the company have business presence in India?</td>
<td></td>
</tr>
<tr>
<td>Yes/No</td>
<td>If so, provide the office address(es) in India.</td>
</tr>
<tr>
<td>ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for the poor quality of work in the last five years?</td>
<td></td>
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<tr>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>iii) Has the Applicant or any member of the consortium been blacklisted by any Govt. department/Public Sector Undertaking in the last five years and such black listing exists on the date of submission of application?</td>
<td></td>
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<tr>
<td>Yes/No</td>
<td></td>
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<tr>
<td>iv) Has the Applicant or any of the members, in case of a consortium, suffered bankruptcy/insolvency in the last five years?</td>
<td></td>
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<tr>
<td>Yes/No</td>
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</table>

**Note:** If answer to any of the questions at ii) to iv) is yes, the Applicant is not eligible for this consultancy assignment.

<table>
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<tr>
<th><strong>1.5</strong></th>
<th><strong>Does the Applicant’s firm/company (or any member of the consortium) combine functions as a Transaction Adviser or designer along with the functions as a contractor and/or a manufacturer?</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes/No</td>
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</table>

If yes, then for this work does the Applicant (and other member of the Applicant’s consortium) agree to limit the Applicant’s role only to that of a Transaction Adviser and to disqualify themselves, their associates/affiliates and/or parent organization subsequently from work on this Project in any other capacity (including tendering relating to any goods or
services for any part of this Project) other than that of Transaction Adviser for NAWADCO?

Yes/No

(Signature of the Authorised Signatory)

(Name and designation of the Authorised Signatory)

(Name and seal of the Applicant/Lead Member)

Note:- To be submitted in original duly signed with blue ink. Xeroxed/scanned will not be accepted and Application shall be summarily rejected.
Statement of Legal Capacity

(on the letter head of the Applicant)

Ref. Date:

To,

The Chief Executive Officer,
CWC Bhawan,
Plot No.-13 & 14, Sector-6, Pusph Vihar,
Opposite Family Court,
Saket, New Delhi-110017

Sub:- Empanelment of Real Estate Transaction Advisers for 3 Years for providing transaction advisory services for commercial development of vacant land/ air space & Multi Functional Complexes (MFCs) on Waqf Properties across India

Ref:- Advt. No. NAWADCO/RFE/for TA/7(23)/01/2017

We hereby confirm that we, the Applicant, satisfy the terms and conditions laid out in the RFE process.

We have agreed that __________ (insert Applicant’s name) will act as the Lead Member of our consortium.

We have agreed that __________ (insert individual’s name) will act as our Authorised Representative/ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Yours faithfully,

Authorised Signatory
For and on behalf of __________

Note:- To be submitted in original duly signed with blue ink. Xeroxed/scanned will not be accepted and Application shall be summarily rejected.
Power of Attorney

(To be executed on Rs.100 Non Judicial Stamp Paper)

Know all men by these presents, We, ________________ (name of firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms ________________ son/daughter/wife and presently residing at ________________, who is presently employed with us and holding the position of ____________ as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) 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 Application for Empanelment of Real Estate Transaction Advisers for 3 years for providing Transaction Advisory Services for Commercial Development of vacant land/air space & Multi Functional Complexes (MFCs) on Waqf Properties across India proposed to be empanelled by NAWADCO including but not limited to signing and submission of all applications, proposals and other documents and writings, participate in pre-bid and other conferences and providing information/ responses to NAWADCO, representing us in all matters before NAWADCO, signing and execution of all contracts and undertakings consequent to acceptance of our application and generally dealing with NAWADCO in all matters in connection with or relating to or arising out of our Application and/or upon empanelment thereof us till the entering into of the Agreement with NAWADCO.

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

IN WITNESS WHEREOF WE, ____________ THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____________ DAY OF ____________, 2017

For ____________

(Signature)

(Name, Title and Address)

Witnesses:
1.
Notarised
2.
Accepted
(Signature)
(Name, Title and Address of the Attorney)
Notes:

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

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.
## Particulars of Key Personnel

*(Ref Para 4 of ITA)*

<table>
<thead>
<tr>
<th>Designation of Key Personnel</th>
<th>Name</th>
<th>Educational Qualification</th>
<th>Length of Professional Experience@</th>
<th>Present Employment</th>
<th>Experience in no. of real estate projects with brief scope of work#</th>
</tr>
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<tbody>
<tr>
<td>Business Planning</td>
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<td>Expert &amp; Team Leader</td>
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<td>Financial Management Expert</td>
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<tr>
<td>Bid Procurement/PPP Expert</td>
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<td>Legal Expert</td>
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<tr>
<td>Real-estate Expert</td>
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# Should be at least two.

@ excluding period of Educational Qualification.

(Signature of the Authorised Signatory)

(Name and designation of the Authorised Signatory)

(Name and seal of the Applicant/Lead Member)

Certified by Authorised Signatory:-

I/We, in our capacity as the Authorised Signatory ___ (Name of the Applicant) certify that above details are correct.

Signature of the Authorised Signatory

Name & Seal of the Authorised Signatory

National Waqt Development Corporation Ltd.
Note:- To be submitted in original duly signed with blueink. Xeroxed/scanned will not be accepted and Application shall be summarily rejected. In case the bid form is spread on more than one page then all pages have to be signed by Authorised Signatory.
# Eligibility of the Applicant#
(Ref Para 4 of ITA)

<table>
<thead>
<tr>
<th>S.No</th>
<th>Name and brief description of project and nature of assignment completed @</th>
<th>Name of the Client</th>
<th>Location</th>
<th>Total BUA of the project in sq.m.</th>
<th>Total land area of the project in sq.m.</th>
<th>Payment received by the Applicant (in ₹ lakhs)</th>
<th>Date of completion of assignment or ongoing**</th>
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</table>

# The Applicant should provide details of only those project(s) that have been undertaken by the sole firm in Indian for which payment is received in Indian rupees.

@ in the field of development of real estate projects such as residential, commercial, township, institutional, railway station, metro station, metro rail system, airport, educational buildings/campuses or other urban building complex etc.

** Should be accompanied with completion certificates or satisfactory performance certificates (in case of on-going assignment) from the Client.

(Signature of the Authorised Signatory)

(Name and designation of the Authorised Signatory)

(Name and seal of the Applicant/Lead Member)

Certified by Statutory Auditor/ Chartered Accountant:-

I/We, in our capacity as the Statutory Auditor/ Chartered Accountant________ (Name of the Applicant) certify that above details are correct. (Signature of the Statutory Auditor/ Chartered Accountant)

(Name and Seal of the Statutory Auditor/ Chartered Accountant)

Note:- To be submitted in original duly signed with blue ink. Xeroxed/scanned will not be accepted and Application shall be summarily rejected. In case the bid form is spread on more than one page then all pages have to be signed with seal by Statutory Auditor/ Chartered Accountant.
Eligibility of the Key Personnel
(Ref Para 4 of ITA)

Name of the Key Personnel:
Role in the Consultancy assigned:

<table>
<thead>
<tr>
<th>S.No</th>
<th>Name and brief description of project and nature of assignment*</th>
<th>Name of the firm for which the Key Personnel Worked</th>
<th>Total BUA of the project in sqm</th>
<th>Total Land area of the project in sqm</th>
<th>Role of the Key Personnel in the project</th>
<th>Mandays spent on the project</th>
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</table>

# Should be at least two. Details to be submitted.
Note:- Separate Bid Form shall be used for each Key Personnel and each Group.

(Signature of the Key Personnel)

Countersigned by:
(Signature of the Authorised Signatory)

(Name and designation of the Authorised Signatory)
(Name and seal of the Applicant/Lead Member)

Note:- To be submitted in original duly signed with blue ink. Xeroxed/scanned will not be accepted and Application shall be summarily rejected.
Advt. No.-NAWADCO/RFE/ for TA/7(23)/01/2017

CURRICULUM VITAE (CV) FORMAT TO BE SUBMITTED WITH PROPOSAL

(Note:- To be submitted in original duly signed with ink. Xeroxed/scanned will not be accepted and Application shall be summarily rejected.)

1. PROPOSED POSITION FOR THIS PROJECT:
(ONLY ONE CANDIDATE SHOULD BE NOMINATED FOR EACH POSITION)

2. NAME:

3. DATE OF BIRTH:

4. NATIONALITY:

5. PERSONAL ADDRESS:
   TELEPHONE NO.:
   FAX NO.:
   E-MAIL ADDRESS:

6. EDUCATIONAL QUALIFICATION:
(The years in which various qualifications were obtained must be stated)

7. OTHER TRAINING:

8. LANGUAGE & DEGREE OF PROFICIENCY:

9. MEMBERSHIP IN PROFESSIONAL SOCIETIES:

10. PROFESSIONAL EXPERIENCE (IN YEARS, excluding the period under item 6 & 7):

11. WORK EXPERIENCE IN THE RELEVANT FIELD FOR THE PROJECT:

12. EMPLOYMENT RECORD:
   (i) Period from
   (ii) Name of Employer/Firm
   (iii) Position held
   (iv) Brief Description of Duties
(Starting with present position, list in reverse order every employment held and state the start and end dates of each employment.)

TO:

National Waqf Development Corporation Ltd.
Empenelment of Real Estate Transaction Adviser in NAWADCO dated 15.02.2017

(Clearly distinguish if the consulting firm was either (a) your "employer" i.e. you are/were a regular full-time employee of the consulting firm or (b) a "client" i.e. you are/or have worked as a Transaction Adviser or an adviser with the consulting firm)

13. DETAILED TASKS ASSIGNED

(In this column, list tasks one by one and support each task by project experience in the right hand side column.):

14. EXPERIENCE ON ELIGIBLE ASSIGNMENTS - WORK UNDERTAKEN THAT BEST ILLUSTRATES CAPABILITY TO HANDLE THE TASKS ASSIGNED.

(In this column, list project name, details of the project, location, year of completion, BUA/Land area of the project, Estimated capital cost of the project, consultancy fee of the project, position held, i.e. Team Leader, Surveyor, Architect, Real Estate Expert etc. and exact duties rendered and time spent on each project.)

15. PERSONAL/PERMANENT EMPLOYMENT STATUS CERTIFICATION (Please follow the following format exactly. Omission will be treated as non-compliance)

(i) I am a freelance Transaction Adviser / adviser, not in the regular employment of the Transaction Adviser firm or associated firm. Yes/No

(ii) I am a regular full-time employee of the Transaction Adviser or associated firm and since from_______(date). Yes/No

I, the undersigned, confirm that

(i) To the best of my knowledge, this CV correctly describes myself, my qualifications, and my experience; and

(ii) I am not employed by the Executing/Implementing Agency

I understand that any willful mis-statement in this CV may lead to my disqualification or dismissal, if engaged.

SIGNATURE of the Personnel:

DATE OF SIGNING: Day Month Year

Countersigned by-

(Signature of the Authorised Signatory)

(Name and designation of the Authorised Signatory)

(Name and seal of the Applicant/Lead Member)

Note:- To be submitted in original duly signed with blue ink. Xeroxed/scanned will not be accepted and Application shall be summarily rejected.
Item No. 1.0: Intent of RFP-

The NAWADCO intends to confine its role as that of a Facilitator and appoint a Transaction Advisor on project to project basis to carry out functions necessary to further appoint concessionaire/ developer on a suitable/ acceptable Business Model considering different options under this business plan who can undertake development of the Waqf land parcels using his own resources with or without introduction of an Implementing Agency to carry out construction work and finally offer appreciable amount of money in lieu of land equity provided to him on which we would be enjoying fruits of the developed project in instalments/ one-time payment.

Item No. 2.0: Bid Management-

1. Prepare complete set of procurement documents. Drafting of Request for Proposal and Draft Concession Agreement and necessary Lease Deed to be signed between the selected bidder and NAWADCO/ Waqf Institution based on PPP policy. The RFP document shall be in accordance with the best industry practices, consistent with the policies and guidelines issued by the Government of India for PPP projects. Such documents duly legally vetted shall be placed before NAWADCO for final approval.

2. Keeping in mind the provisions of Extant Waqf Act and Lease Rules released by Government of India. The expectations from/ role and responsibilities of the concerned State Waqf Board/ NAWADCO may also be identified and got approved from NAWADCO while incorporating the same in the RFP.

3. Pre-qualification of concessionaires/ developers.

4. Approval and floating of RFP document amongst the pre-qualified bidders.

5. Preparation of supporting information to assist bidders in preparation of their bid.

6. TA shall assist NAWADCO in the process of pre-bid conference. It would make a presentation during the pre-bid conference to the bidders showing the project details and main issues/ contents of the RFP. TA will also answer the written and verbal queries of the bidders on the project as well the RFP document in consultation with NAWADCO.

7. Bid Evaluation-Preparation of evaluation plan, evaluating the bids and evaluation reports.


**Item No. 3.0: GENERAL SCOPE OF SERVICES**

Transaction Advisor needs to understand clearly what tasks they will undertake and what resources they will require in order to provide a financial offer for undertaking a transaction.

The Transaction Advisor has to carry out work for the NAWADCO in consultation with any authority/committee concerning the project. The broad Scope of work for Transaction Advisor would include conduct of formal market soundings to confirm decisions on scope and timing, with respect to the feasibility reports conducted for the Waqf properties and prepare all necessary documents to appoint suitable real estate developer & interested private players for which TA is to be appointed by way of this RFP but not be limited to:-

**3.1: Development of Concept Plan and Feasibility Report**

Interaction/engage with NAWADCO, State Waqf Boards and Waqf Institutions to capture their requirements and minimum expectations from the Waqf land parcels.

The Transaction Advisor would be required to review earlier work and prepare concept plan, if any, by way of which properties could be presented before the Developer/Concessionaire to obtain optimum returns to the Waqf Institutions.

**Alternate 1:** The developer shall be given liberty to develop the concept plan which shall have to be based on modern, scientific and best industry practices after detailed study and scrutiny of the building byelaws, city master plan, FAR, land use etc.

**Alternate 2:** Or else the concept plan already prepared by NAWADCO may be used wherein NAWADCO demands funds equivalent to the project cost of the respective project in a phased manner and request the investors/concessionaire/developer to offer/bid some additional amounts over and above the project cost. In such case the building would be constructed by the Implementing Agency of NAWADCO. The Transaction Adviser is also expected to consider if the Implementing Agency could float in the market enquiries on the basis of a document prepared by him suitable for inviting offers to lease the proposed built-up spaces; the Implementing Agency in this case may be permitted to carry to balance activities to manage the project in consultation with NAWADCO. However, the TA would undertake detailed assessment of the above factors and accordingly incorporate the same in the proposed Concept Plan which would be presented to the concessionaires after analysing different real estate segments to arrive at an understanding of the local market dynamics and assess latent potential for different components i.e. commercial, retail, office hospitality sector and residential etc. TA shall study each component to form a base while preparing development option and a suitable product mix for the project site.

**Alternate 3:** As an extension to alternate 2 the building concept plans already available and prepared by the Implementing Agency of NAWADCO the TA will prepare a Feasibility Report (FR) afresh for the project, in line with best international practice and assess block cost estimates for Project. TA would identify basic infrastructure facilities to be taken up by the Implementing Agency of NAWADCO or the selected private
partner. The TA shall also prepare a list of minimum development obligations and shall frame specification for the various product mix proposed in relation to building material, project sizing, area statement, proposed utilities, include various specifications and schedules to be included as a part of the RFP & DCA for reference of the bidders.

3.2: Feasibility Report for the Project shall broadly cover due diligence aspect of the land and the regulatory framework regarding development like accessibility & connectivity, environmental impact, possible R&R issues, land use, valuation of the proposed land parcel, ascertaining information regarding byelaws and other regulatory framework of the project and its implications on the project. TA shall use available feasibility report and shall undertake survey of surrounding areas if need be for similar residential, commercial & institutional projects, prepare socio economic profile of the catchment area, statement of type of projects being undertaken.

(i) To collect, compile and analyse the financial data & finalise strategic salient features to be incorporated in the Concession Agreement including the mode of receipt of revenue to NAWADCO relating to potential costs and revenues by developing high level financial model from the perspective of Developer/ Waqf Institution and NAWADCO in order to assess feasibility and set the minimum expected benchmarks of returns/ revenues.

(ii) Collate all legal documents and clearances in order to assess and mention the same in the RFP documentation.

(iii) Finalise the key clauses in the model of development such as minimum acceptable bid value, payment terms, restrictions on use of property and project specific conditions etc.

(iv) Identify about 20 potential bidders to enhance response during RFQ stage.

(v) Draft model contract agreements for lease of Waqf properties- this can be split into 2 sets of documents:
   a. One part containing ‘standard agreement’ containing common clauses applicable to all properties in general.
   b. Second part would be a ‘project specific agreement’ to capture location specific aspects and conditionalities, project development and construction milestones as per proposal by winning bidder etc.

(vi) To assist NAWADCO in- identification of project risks; risk management; bidding process management to select most suitable developer for each property; hold pre-bid meetings and provide response to queries; contract negotiations and to provide support till the letter of award for signing of agreements with developer.

(vii) To prepare rules and operational procedures of the ESCROW Account and contract monitoring framework.
Item No. 4.0: Important deliverables/ Milestones with time schedule

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Document</th>
<th>Timeline / Expected Cumulative Month</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Submission of Project Appraisal Report including Financial Analysis</td>
<td></td>
<td>For Stage 1 of bidding process</td>
</tr>
<tr>
<td>2.</td>
<td>Submission of Expression of Interest (EoI) and Request for Qualification (RFQ) document</td>
<td></td>
<td>For Stage 2 of bidding process</td>
</tr>
<tr>
<td>3.</td>
<td>Floating RFQ</td>
<td></td>
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<tr>
<td>5.</td>
<td>Shortlisting of Pre-qualified bidders</td>
<td>In succession to serial no. 3</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Floating of RFP amongst pre-qualified bidders after obtaining approval of NAWADCO</td>
<td>In succession to serial no. 5</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Selection of most suitable bidder and issue of Letter of Award</td>
<td>Including pre-bid meeting and necessary negotiations etc.</td>
<td></td>
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<tr>
<td>8.</td>
<td>Signing of Concession Agreement and providing complete set of documents</td>
<td>As per Item No. 5.0 of final reporting</td>
<td></td>
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<tr>
<td>9.</td>
<td>ESCROW Management, Contract Monitoring</td>
<td>Including assessment of initial performance w.r.t. milestones set for Concessionaire for first 3 months</td>
<td></td>
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</tbody>
</table>

Item No. 5.0: Reporting by TA

5.1 The TA will make a presentation on the inception report for discussion with the Contract Monitoring Committee (CMC) at a meeting. A designated nodal officer of NAWADCO will be responsible for overall co-ordination and project development. This will be a working document. The TA is required to prepare and submit a monthly update that includes and describes, inter alia, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding the TOR or any other matters regarding work scope and related issues; and so on. The TAs’ work on the TOR tasks should continue while the report is under consideration and is being discussed.

5.2 The Deliverables will be submitted as per time schedule provided in this RFP.
5.3 All the outputs/ deliverables of the assignments including primary data shall be complied, classified and submitted by the TA to the NAWADCO in soft form apart from the reports indicated in the Deliverables (as mentioned in the time schedule). The assignments outputs shall remain the property of the NAWADCO and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the NAWADCO. The Assignment shall stand completed on acceptance by the NAWADCO of all the Deliverables of the TA and execution of the Concession Agreement. The Contract Monitoring Committee (CMC) shall issue a certificate to this effect. **The assignment shall in any case be deemed to be completed within 10 (ten) months** from the effective date/ date of letter of award, unless extended by mutual consent of NAWADCO and the TA.

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