

# **Request for Qualification cum Proposal**

For

Detailed Design, Construction, Testing & Commissioning of India International Convention & Expo Centre at Sector 25, Dwarka, New Delhi on EPC Basis

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## **Instructions to Bidder for e-Tendering**

### **1. Enrollment process on the Tender web-site**

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement (CPP) Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online Bidder Enrollment”. Enrolment on the CPP Portal is free of charge.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate(DSC)- (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India, with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / eToken.

### **2. Tender search**

- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organisation name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organisation name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Favorites’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **3. Preparation of bids**

- Make folders with the name of the tender number so as to identify the folders easily during the bid document uploading.
- File and Folder name should not contain any special characters (&, #, etc.) or space in between.

- Download the tender document, ITB(Instruction to Bidders) of the required tender in that folder.
- Scan the Bid Security fee instruments/ Tender fee instruments for offline payments if any.
- In the case of offline payment, the details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.
- Scan and keep ready Pre-qualification documents like life certificates, PAN etc. if any
- Prepare the technical bid document and then convert into PDF
- Prepare the Price Bid i.e. fill up required figures in the downloaded word document. The Price Bid file with the same name has to be uploaded while uploading the financial bids. If there is any change in Name it may not get uploaded or give an error.
- Keep all the documents in the same folder for the easy bid document upload
- The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. It will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date. For any clarifications from the TIA (Tender inviting authority), the bid number can be used as a reference.

#### **4. Submission of bids**

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document. Offers which are not digitally signed will not be accepted. Applicant shall submit their offer in electronic format on CPP Portal only.
3. Bidder should prepare the Bid Security (EMD) as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
4. The Price Bid format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the Price bid file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Price bid file is found to be modified by the bidder, the bid will be rejected.

5. The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
  6. All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
  7. Any document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / bid-openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
  - The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **5. Password maintenance**

- The length of the password should be of 8 to 32 characters
- The password should be of any English lowercase and uppercase (a-z and A-Z) characters.
- The password must contain at least one number between 0-9.
- The password must contain at least one special character from these [! @ # \$ ^ \* \_ ~]
- Sample password is just like Admin123\$, India2000#, etc.

#### **6. About DSC**

- Digital Signature Certificates (DSC) is the digital equivalent (that is electronic format) of physical paper certificates.
- Like physical documents are signed manually, electronic documents, for example e-forms are required to be signed digitally using a Digital Signature Certificate. Transactions that are done using Internet if signed using a Digital Signature certificate becomes legally valid.
- Bidders have to procure Class 2 or 3 signing certificates only. Only Class 2 or 3 is valid for e-tendering purpose.
- The Certifying Authorities are authorized to issue a Digital Signature Certificate with a validity of one or two years. The maximum period for which the DSC is issued is only two years. On the expiry of the term, the Digital Signature Certificate can be revalidated by paying the fees again.
- Digital Signatures are legally admissible in a Court of Law, as provided under the provisions of IT.

- Digital Signature Certificate (DSC) is not required by Companies but by individuals. For example the Director or the Authorized signatory signing on behalf of the Company requires a DSC.
- Each user logs in to the tender site thro' the secured log in by giving the user id/ password allotted during registration & then by giving the password of the DSC. The DSC password will get locked if successively wrong password is given many times.

#### **7. DSC providers for Private firms**

A licensed Certifying Authority (CA) issues the digital signature. Certifying Authority (CA) means the authority that has been granted a license to issue a digital signature certificate under Section 24 of the Indian IT-Act 2000.

- The vendors like TCS ([www.tcs-ca.tcs.co.in](http://www.tcs-ca.tcs.co.in)), Sify, MTNL, nCode ([dsc@ncodesolutions.com](mailto:dsc@ncodesolutions.com)), e-Mudhra ([www.e-mudhra.com](http://www.e-mudhra.com)) are issuing DSC's for bidders.
- The time taken by Certifying Authorities to issue a DSC may vary from three to seven days.

#### **8. Advantage of “My Space” on CPP Portal**

- The bidder can upload Non Sensitive frequently asked documents prior at any point of time once he logs in to the Bid. These are not encrypted.
- These can be anything like GST, PAN Certificate, VAT Certificate, Equipment Details, Manpower Details, Copies of Balance Sheet of last few years, Details of quantity of work executed etc.
- In some cases the TIA might have uploaded a format while in many cases it may just be a scanned copy of the original which needs to be uploaded.
- This will avoid repeated upload of common documents and also save space and time.

#### **9. System requirements**

- Windows XP with latest service pack
- Loaded IE 7.0 or above
- Loaded JRE 1.6 or above
- Antivirus Software with latest definition.
- Internet connectivity
- Scanner to scan the documents if required
- Printer and PDF Creator.

#### **10. Assistance to Bidders**

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

- For any technical queries for online-submission please call the 24x7 Helpdesk numbers of Eprocure. The Helpdesk numbers +91120-4200462/4001002/4001005 +918826246593, email: support-eproc@gov.in

## 11. Preparation & Submission of BIDs:

- Detailed tender documents for RFQ cum RFP may be downloaded from e-tender portal of the Employer from the dates as per "Important Information" and tender may be submitted online following the instruction appearing on the screen. A manual containing the detailed guidelines for e-tendering is also available on e- tender portal of the Employer.
- The following documents shall be prepared and scanned in different files (in PDF or ZIP or JPEG format) and uploaded during the online submission of BID. The scanning of the pages to be uploaded shall be done in not more than 100 dpi. The documents as per [Clause 2.13.2](#) of RFQ cum RFP shall also be submitted in "ORIGINAL" to The Delhi Mumbai Industrial Corridor Development Corporation DMICDC/SPV before the prescribed date & time for submission of BIDs.

### Technical Bid

- (Letter comprising the Technical BID) [Appendix-I](#);
- Power of Attorney for signing the BID as per the format at [Appendix-II](#);
- if applicable, Power of Attorney for Lead Member of Joint Venture as per the format at [Appendix-III](#) of RFQ cum RFP;
- Certificates in accordance with [Appendix-I](#) (all annexure)
- Copy of BID Security of Rs. 57 crore (Rupees Fifty Seven Crore or its equivalent in USD) in the form of Bank Guarantee in the format at [Appendix-VI](#) from the Scheduled Bank
- Copy of Cost of tender processing fee of Rs. 10,00,000/-(Rupees Ten Lakhs only) + Applicable GST or equivalent USD in the form of DD in favour of "Delhi Mumbai Industrial Corridor Development Corporation Ltd." payable at "New Delhi".
- Registration copies of GST (applicable only for Indian bidder and Indian Partners in case of JV)
- Integrity Pact as per [Appendix-VII](#)
- Non-Disclosure Agreement as per [Appendix-VIII](#)
- Details required as per [Clause 3.5.2](#) & [Clause 3.5.3](#).

### Financial Bid

- Letter comprising the Financial Bid- [Appendix-I B](#)
- Price Bid- [Appendix-I B Annex- I](#)

An undertaking from the person having Power of Attorney referred to in Sub [Clause 11-\(ii\)\(b\)](#) above that they agree and abide by the Bid documents uploaded by the Employer and amendments uploaded, if any.



## GLOSSARY

"..Name of SPV..."	<a href="#">As defined in Clause 2.6.1(e)</a>
Aggregate Score	<a href="#">As defined in Clause 3.5.1</a>
Bids	<a href="#">As defined in Clause 1.2.3</a>
Bid Price	<a href="#">As defined in Clause 1.2.6</a>
Bid Due Date	<a href="#">As defined in Clause 1.2.2</a>
Bid Security	<a href="#">As defined in Clause 1.2.4</a>
Bidding Documents	<a href="#">As defined in Clause 1.2.3</a>
Bidding Process	<a href="#">As defined in Clause 1.2.1</a>
Bid Stage	<a href="#">As defined in Clause 1.2.1</a>
Construction Period	<a href="#">As defined in Clause 1.1</a>
Contractor	<a href="#">As defined in Clause 1.1.2</a>
Conflict of Interest	<a href="#">As defined in Clause 2.2.1(c)</a>
Defects Liability Period	<a href="#">As defined in Clause 1.1.3</a>
Eligible Experience	<a href="#">As defined in Clause 3.2.1</a>
Eligible Projects	<a href="#">As defined in Clause 3.2.1</a>
EPC	Engineering, Procurement and Construction
EPC Contract	<a href="#">As defined in Clause 1.1.2</a>
Estimated Project Cost	<a href="#">As defined in Clause 1.1.4</a>
Financial Capacity	<a href="#">As defined in Clause 2.2.2 (B)</a>
Government	Government of India
Integrity Pact	<a href="#">As defined in Clause 2.24</a>
Jt. Bidding Agreement	<a href="#">As defined in Clause 2.2.6 (g)</a>
Joint Venture	<a href="#">As defined in Clause 2.2.1(a)</a>
Lead Member	<a href="#">As defined in Clause 2.2.6 (c)</a>
LOA	Letter of Award
Lowest Bidder	<a href="#">As defined in Clause 1.2.8</a>
Member	Member of a Joint Venture
Net Worth	<a href="#">As defined in Clause 2.2.4 (ii)</a>
Project	<a href="#">As defined in Clause 1.1.1</a>
Qualification	<a href="#">As defined in Clause 1.2.1</a>
Qualification Stage	<a href="#">As defined in Clause 1.2.1</a>
Re. or Rs. or INR	Indian Rupee
RFQ cum RFP	As defined in the Disclaimer
Technical Capacity	<a href="#">As defined in Clause 2.2.2 (A)</a>
Threshold Technical Capacity	<a href="#">As defined in Clause 2.2.2 (A)</a>

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

## Disclaimer

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

7. Department of Industrial Policy and Promotion has decided to incorporate a special purpose company to undertake the procurement of the ECC and related activities. Accordingly, references to “SPV” and/ or “Delhi Mumbai Industrial Corridor Development Corporation Ltd.” in this RFQ cum RFP shall be construed as references to Delhi Mumbai Industrial Corridor Development Corporation Ltd. until the incorporation of the aforesaid special purpose company, whereupon references to “SPV” and/ or “Delhi Mumbai Industrial Corridor Development Corporation Ltd.” in this RFQ cum RFP shall, unless repugnant to the context thereto, be deemed to be references to such special purpose company, and all acts or deeds done or to be done by Delhi Mumbai Industrial Corridor Development Corporation Ltd. pursuant to this RFQ cum RFP shall be deemed to have been done or to be done by the special purpose company. Upon the incorporation of the aforesaid special purpose company, Delhi Mumbai Industrial Corridor Development Corporation Ltd. shall advise such special purpose company in respect of the ECC as a knowledge partner.

## 1. INTRODUCTION

### 1.1 Background

- 1.1.1 The New Delhi India International Convention and Expo Centre (IICC), a project of Government of India, is envisioned as a “World Class”, transit oriented, mixed use district, providing one of the largest facility of its kind in India and Asia. New Delhi being the nation’s capital and the commercial nerve centre of northern India; it is one of the most productive business locations in India. Despite its sustained levels of growth and immense economic potential, there are very limited opportunities available in the NCR in terms of organized exhibition or large scale conference space.

The Exhibition Industry has not grown in tandem with the economic expansion and urban development of the city. Hence, a need was felt to establish a larger and more modern ICC facility in the NCR to provide exhibition space attracting new investments and boost existing economic activity in the region.

In the absence of world class exhibition and conference facilities, India has not been benefitted from the potential benefits of MICE Market and its share in the Global as well as Asian market is very small. In order to capitalize on this vast market potential and to drive India’s industry and associate with programmes such as Make in India, promote tourism & trade and commerce activities, the Department of Industrial Policy & Promotion (DIPP) has taken the initiative to develop a State of the Art Exhibition and Convention Centre at New Delhi. DMICDC is acting as the knowledge partner for development of this world class Exhibition and Convention Centre (IICC).

The project is planned at Sector 25, Dwarka, New Delhi, approximately 3kms from IGI Airport and well connected to Metro and road links. The project site is spread across 89.72Ha in a well-developed area in western end of Delhi adjoining the city of Gurgaon.

#### Project Vision

The project vision is therefore to create a state-of-the-art, world class Exhibition and Convention Centre for India. IICC is envisaged as an internationally-recognized, architectural icon with innovative design and novel green building features.

With the help of state-of-the-art technology and cutting-edge design, the IICC is intended to be launched as an international ‘brand’ to promote and stimulate future growth and development. The IICC will be an integrated complex with a host of mutually beneficial facilities; exhibition halls, convention center and meeting facilities, banquet halls, auditoria, hotels, F&B outlets and retail services. These components will have the ability to be utilized independently or in conjunction with each other, depending on the nature of the event. The quality of businesses, facilities and lifestyle amenities provided will determine the positioning of the IICC and play an important role in attracting national and international events to locate here.

The size and diversity of the project, suggests that each area will have unique features that define both, the challenges and the opportunities to stimulate investment and generate a desirable level of success. To that end, the concept for the facility has been worked with an in-depth and integrated physical development approach.

The facilities will be at par with the best in the industry worldwide, in size and quality; offering an efficient and quality setting for international as well as national meetings, conferences, exhibitions and trade shows. The project is envisioned to be on a scale of a Central Business District (CBD) with supporting retail space, commercial office space, hospitality, and entertainment and lifestyle opportunities for end-users.

State of the Art sustainable approaches to planning and implementation have been included in the IICC Dwarka project. The approach incorporates sustainable planning and design solutions and techniques in transportation, alternative energy production and energy conservation, water resource management, land use planning and building design to create cost-effective and measurable solutions for the district.

IICC is planned and proposed to be constructed in lines with green building principles and IGBC (Indian Green Building Council) platinum rating standards. The project will offer eco-friendly design, energy efficient systems, state of the art technology & compliance to all statutory regulations.

The proposed site has well planned transport connectivity, including MRT connectivity. The site is in close proximity to the Delhi Metro Station in Sector 21. The blue line and airport express line presently terminates at this station. The airport express line is being extended for exclusive connectivity to the IICC complex. The expansion of airport express line will start along with development of IICC.

There are proposals to extend metro network from Sector 21 station southwards to Gurgaon, further enhancing the connectivity of the site. The Inter State Bus Terminal (ISBT), located in Sector 22, is diagonally opposite the proposed IICC site. The site is thus in very close proximity to a host of existing and proposed road, rail and transit links.

The IICC development will therefore consist of a best-in-class IICC facility, multi-use Arena and supporting Hospitality and commercial district facilities as part of the overall mixed-use development. The IICC District proposed over approximately 90 Ha. with a FAR of 120 will include Exhibition space, convention area, Hotels, commercial office and retail space and a multi-purpose Arena.

The size and diversity of the project suggests that each area will have unique feature that defines both, the challenges and the opportunity to stimulate investment and generate a desirable level of success.

An Indicative Master Plan layout which shows the main development may be referred to drawing no,

- SD\_ECC\_PEAC\_OA\_MSP\_X\_XX\_DW\_0011\_08

The proposed India International Convention and Expo Centre (hereinafter referred to as the 'project') will be of suitable size with world class infrastructure facilities related to trade promotions activities, conventions, conferences, exhibitions, corporate meetings specialised events and Logistics facilities.

A very brief scope of the works of the project is detailed below:

The project includes the following components in Phase 1 which is to be completed on EPC basis in a Total of 20 Months. It may be noted that the EPC Contractor's Scope of works will be for Phase 1 only. The Areas, Details etc. mentioned for the Phase 2 development herein are only indicative and for information purposes and for completing works in all respects for the Phase-I battery limits . However the EPC Contractor should ensure that the design and construction works under the Scope of work assigned under this RFP document shall seamlessly integrate with subsequent works as proposed for Phase II and any other later Phase, which may be decided from time to time. The Scope of works for Phase 1 includes the following works complete in all respect including, but not limited, to Civil & structures, Architecture, interior and exterior finishes, all MEP Services, ICT & Audio Visual, Landscaping, Lighting etc. all complying to IGBC campus platinum rating;

- I. Convention Centre Building with a total capacity of minimum 11000 persons with built up area as per tender drawings.
- II. Exhibition Halls 1 and 2 with a total built up area as per tender drawings.
- III. Grand Foyer for Exhibition Halls 1 and 2 including development on Ground floor and above floor with built up area as per tender drawings.
- IV. Development of open Exhibition Area as per Tender drawings.
- V. Development of Central Boulevard and Plaza along with interface structures/landscape elements for Metro station and Metro subway tunnel.
- VI. Exhibition Hall 3 - This would include design and construction of the two level Basement (for the Services Plant Rooms) and ground floor level along with all design provisions for future construction of the double storeyed Exhibition Hall. The structure of Exhibition Hall 3 shall be planned in such a way that the structural cores/columns & foundations can take the loads of Exhibition Hall-3 when developed.
- VII. Minimum number of car parking (ECS)3030 shall be accommodated under all the basements proposed to be constructed for phase-1. These include:
  - a. Three (03) level basements parking and services under the Grand Foyer adjoining Exhibition Halls 1 & 2.
  - b. Four (04) level basements Parking and Services adjoining the Convention Centre.
- VIII. All ramps and entry/ exits to the basement as identified in the tender drawings.
- IX. All services including but not limiting to:
  - a. Underground tunnel access to Grand Foyer, convention centre, basement parking adjoining to Convention Centre and provision to connect Arena.
  - b. Two (02) nos. 66/11KV Grid Substation Buildings (with GIS equipment).
  - c. DG Set underground Building with Cooling Towers at Roof Top including all civil structure required for DG Sets including exhaust chimney structure and overhead water tanks
  - d. Central control & command centre for the project.
    - Command and Operations Control Centre (refer drawing no. "SD\_ECC\_PEAC\_E2\_ARC\_X\_F3\_DW\_0200\_06") at 16 m level Foyer area between Exhibition 1 and Exhibition 2
    - Engineering Control Centre (at Exhibition hall 3 Plant Room). Refer Drawing No. "SD\_ECC\_PEAC\_TK\_E3B1\_ARC\_XX\_DW\_0112\_00).

- e. HSD Yard and associated structures for 2nos x 70 KL each HSD Tanks
  - f. Disaster Management Centre Building with Fire Station and Medical Centre Fire Station building
  - g. Underground RCC Service Gallery of minimum size 9m x 3m connecting to all the buildings of Phase-1 & Phase-2 including MUD buildings to the Basement Plant Room under Exhibition Hall 3.
  - h. Service gallery shall house chiller water line, Gas line, optical fibres lines, Water lines, Electrical power cables, treated water lines, irrigation water lines, Hot water lines, Yard hydrant line, Hydrant line, Solid waste management line, HSD distribution line, etc.
  - i. HVAC Plant, STP, Fire Water tank & Portable Water Treatment Plant & tank, Treated water tanks and associated pump & Plant room, Pneumatic Solid waste management (collection & disposal) etc. located in the basement under Exhibition Hall-3.
  - j. Laying of the 66 KV Transmission Lines from the nearest Power Supply Substation; The EPC Contractor has to coordinate with BSES Rajdhani Pvt. Ltd. for the laying, installation and termination of the 66KV Grid cable upto the GIS substation buildings. The work shall be executed by BSES Rajdhani Pvt. Ltd. on deposit work basis and the amount for the same would be paid directly to BSES Rajdhani Pvt. Ltd. by the Client
- X. Boundary Wall and Gates – Minimum 2.4 meter High Solid wall and 0.9 m high electric fence on top.
- XI. Signage and way finding graphics at appropriate locations on the exterior and interior of the various buildings. The design and detailing shall be as per the specifications laid out in the Tender document.
- XII. Landscaping, (softscape including planting and hardscape) as shown in the dwg No. SD\_SD\_ECC\_PEAC\_LS\_LAN\_X\_F0\_DW\_0001\_07 .
- a. Fountains, Water Bodies, Plazas, pergolas, canopies, etc. for the site. This shall include the entire area demarcated for Infrastructural Development in Phase-1 as per tender drawings and details provided in the RFP document.
  - b. All irrigation and drainage works to ensure minimum maintenance of entire softscape including planting and hardscape area during operation Phase.
  - c. Road, Pavement, pathways, Signages, Street Furniture, etc. for the entire complex i.e. for Phase-1 & Phase-2. EPC Contractor shall ensure that every building in the complex has a planned road connection.
  - d. All Electrical & Lighting works.
  - e. Graphics, Art and Sculpture including Accents etc.

The extension of the metro line by DMRC from the Dwarka Sector-25 station, from eastern to western side of the site is also planned. The proposed alignment of the Metro line, which would be falling under the Exhibition Hall 3 and a strip of minimum 24m width, excluding working area, shall infringe with the entire length of the Exhibition Hall 3. This portion of the land falling under Exhibition Hall-3, would be made available to the EPC Contractor for construction activity after July 2018.

The name of the work, its estimated cost with schedule time of completion is given below,

Name of the Work	Estimated Project Cost (In Rs. cr.)	Completion Work (Months)
Detailed Design , Construction , Testing & Commissioning of India International Convention & Expo Centre at Sector 25, Dwarka, New Delhi on EPC Basis including Defects Liability Period of 2 (Two) years.	2859	20 months

- 1.1.2 The selected Bidder (the "**Contractor**") shall be responsible for designing, engineering, procurement and construction of the Project under and in accordance with the provisions of an engineering, procurement and construction contract (the "**EPC Agreement**") to be entered into between the Contractor and the Employer in the form provided by the Employer as part of the Bidding Documents pursuant hereto
- 1.1.3 The scope of work will broadly include Detailed Design, Construction, Testing & Commissioning of India International Convention & Expo Centre at Sector 25, Dwarka, New Delhi on EPC Basis including Defects Liability Period of 2(Two) years.
- 1.1.4 The estimated cost of the Project (the "Estimated Project Cost") has been specified in the [clause 1.1.1](#) above. The assessment of actual costs, will have to be made by the Bidders.
- 1.1.5 The Agreement sets forth the detailed terms and conditions for award of the project to the Contractor, including the scope of the Contractor's work and obligations.
- 1.1.6 The statements and explanations contained in this RFQ cum RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFQ cum RFP and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the Contractor set forth in the Agreement or The Employer's rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this RFQ cum RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFQ cum RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by The Employer.
- 1.1.7 The Employer shall receive Bids pursuant to this RFQ cum RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Employer, and all Bid shall be prepared and submitted in accordance with such terms on or before the date specified in [Clause 1.3](#) for submission of Bids (the "Bid Due Date").



## 1.2 Brief description of Bidding Process

- 1.2.1 The Employer has adopted a Two Bid System (collectively referred to as the "Bidding Process") for selection of the bidder for award of the Project. Under this process, the bid shall be invited under two parts. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first part (Technical Bid) with respect to eligibility and qualifications criteria prescribed in this RFQ cum RFP. (The "Bidder", which expression shall, unless repugnant to the context, include the members of the Joint Venture). Prior to making the Bid, the Bidder shall pay to the Employer a sum of Rs 10,00,000/- (Rupees Ten Lacs + Applicable GST) or equivalent USD as the cost of Tender Processing Fee. The Financial Bid under the second part shall be opened only for those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFQ cum RFP.

The Bidding Document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder. But the tender can only be submitted after uploading the mandatory scanned documents such as a) Demand Draft / Pay order or Banker's Cheque towards cost of tender processing fee, b) Demand Draft/Pay Order or Banker's Cheque / irrevocable and unconditional Bank Guarantee of any Nationalized or all Commercial Scheduled Bank against Bid Security & All other documents shall be as per Notice Inviting e-tender / RFQ cum RFP.

Government of India has issued guidelines (see Appendix-V) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply *mutatis mutandis* to this Bidding Process. The Employer shall be entitled to disqualify the Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-I.

- 1.2.2 Interested bidders are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of not less than 180 days from the date specified in [Clause 1.3](#) for submission of BIDs (the "Bid Due Date").
- 1.2.3 The Preliminary Design prepared by the Employer/ consultants of the Employer (the "Preliminary Design Details") with the technical specifications, drawings etc will also be provided to the Bidders, the aforesaid documents and any addenda issued subsequent to this RFQ cum RFP Document, will be deemed to form part of the Bidding Documents.

### **BID Security**

- 1.2.4 The Bidder shall furnish as part of its BID, a BID Security of Rs. 57 Cr. (Rupees Fifty Seven Crores Only) or equivalent USD hereinabove in the form of an irrevocable and unconditional bank guarantee issued by nationalized bank, or a commercial Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. One Thousand Crores), in favour of the Employer in the format at [Appendix-VI](#) (the "Bank Guarantee") and having a validity period of not less than 180 (One hundred Eighty) days from the BID Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Employer and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any

nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

- 1.2.5 Bidders are invited to examine the Project in detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Contract including implementation of the Project.
- 1.2.6 Bids will be evaluated for the Project on the basis of the lowest cost required by a Bidder for implementing the Project (the "Bid Price"). The total time allowed for completion of construction under the Contract (the "Construction Period") and the period during which the Contractor shall be liable for rectification of any defect or deficiency noticed as occurred in the Project after completion of the Construction Period (the "Defects Liability Period") shall be two years and is indicated in the draft EPC Agreement forming part of the Bidding Documents. The Project shall be awarded to the Bidder quoting the lowest Bid Price who has qualified under both technical & financial parameters.

In this RFQ cum RFP, the term "Lowest Bidder" shall mean the Bidder who is offering the lowest Bid Price.

- 1.2.7 Generally, the Lowest Bidder shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFQ cum RFP, be invited to match the Bid submitted by the Lowest Bidder in case such Lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Lowest Bidder, the Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.
- 1.2.8 Further and other details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the Bidding Documents.
- 1.2.9 Any queries or request for additional information concerning this RFQ cum RFP shall be submitted in writing or by fax and e-mail to the officer designated in [Clause 2.13.3](#) below. The envelopes/ communications shall clearly bear the following identification/ title:

"Queries/ Request for Additional Information:

"Detailed Design, Construction, Testing & Commissioning of India International Convention & Expo Centre at Sector 25, Dwarka, New Delhi on EPC Basis

### 1.3 Schedule of Bidding Process

The Employer shall endeavor to adhere to the following schedule:

	<b>Event Description</b>	<b>Date</b>
1.	Date of uploading RFQ cum RFP	D (As 14 <sup>th</sup> October 2017)
2.	Last Date of receiving queries	D + 15 days
3.	Pre- Bid Conference	D +20 days
4.	Response to queries Latest by	D + 25 days
5.	Bid Due Date	D+ 45 days
6.	Physical Submission of Tender Documents/ Power of Attorney etc.	D+ 45 days
7.	Opening of technical Bids	D+ 47 days
8.	Declaration of Eligible / Qualified bidders for Financial Bids	D+ 52 days
9.	Opening of Financial Bids	D+ 55 days
10.	Letter of Award (LOA)	D+ 60 days
11.	Validity of bids	180 days of Bid due date
12.	Submission of Performance Bank Guarantee	Within 30 days of LOA
13.	Signing of Contract	Within 40 days of LOA
14.	Commencement of Work	Within 15 days of date of LOA

Where “D” is the date of uploading of tender documents. If the date of the event falls on a Sunday/holiday, the date of event shall be considered as the next working day.

## 2. INSTRUCTIONS TO BIDDERS (ITB)

### A. GENERAL

#### 2.1 Scope of Bid

2.1.1 The Employer wishes to receive Bids for Selection of experienced and capable Contractor for the “Detailed Design, Construction, Testing & Commissioning of India International Convention & Expo Centre at Sector 25, Dwarka, New Delhi on EPC Basis including Defects Liability Period of 2(Two) years”.

#### 2.2 Eligibility of bidder

2.2.1 For determining the eligibility of Bidder for their qualification hereunder, the following shall apply:

- (a) The Bidder may be a single entity or a group of entities (the "Joint Venture"), coming together to implement the Project. However, the Bidder, applying individually or as a member of a Joint Venture, as the case may be, cannot be member of another group of entity. The term Bidder used herein would apply to both a single entity and a Joint Venture.
- (b) A Bidder may be a company or a combination of companies with a formal intent to enter into a Joint Venture agreement or under an existing agreement to form a Joint Venture. A Joint Venture shall be eligible for consideration subject to the conditions set out in [Clause 2.2.6](#) below.
- (c) A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:-
  - (i) the Bidder, its Member or any constituent thereof and any other Bidder, its Member 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 of the Bidder, its Member thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member, as the case may be), in the other Bidder, its Member is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956/2013. For the purposes of this [Clause 2.2.1\(c\)](#), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an

intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub- clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
  - (iii) such Bidder, or any Associate thereof, receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member thereof; or
  - (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
  - (v) such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or
  - (vi) such Bidder, or any Associate thereof, has participated as a consultant to the Employer in the preparation of any documents, design or technical specifications of the Project.
- (d) A Bidder shall be liable for disqualification and forfeiture of BID Security, if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Agreement. In the event any such adviser is engaged by the selected Bidder or Contractor, as the case may be, after issue of the LOA or execution of the Agreement for matters related or incidental to the project, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without Prejudice to any other right or remedy or the Authority, including the forfeiture and appropriation of the BID Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Contractor for the same. For the avoidance or doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFQ cum RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.2.2 To be eligible for bidding, the Bidder, shall fulfil the following conditions of eligibility:

**(A) Technical Capacity:**

- i) For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder, over the past 5 (five) financial year preceding the Bid Due Date, have received payments for construction of Similar Project(s), or has undertaken construction works by itself in a EPC/ PPP project, such that the sum total thereof is more than Rs. 5718 Cr. (Rupees Five Thousand Seven Hundred Eighteen Crores Only) (the "Threshold Technical Capacity").
- (ii) Provided that similar projects on Turnkey / Design & Build / EPC building which includes all types of Civil works , Structural works, piling, raft foundation, structural steel work, tunneling work and MEP works Viz. plumbing, firefighting, electrical, elevators, diesel generators, chillers, water treatment plant, sewage treatment plant , solid waste management, security system, fire alarm and Trunk Infrastructure works like site grading, internal roads, water supply, sewerage system, storm water drains, rain water harvesting ,water reservoir ,water pump house, utility building, Information & communication technology, Compound wall required for the project as per the respective requirement and Scope of the Similar Project/works as defined below

“Similar Works” shall mean - Exhibition and Convention Centres, International Airports, Large Commercial Buildings, 5 / 4 star Hotels, Large Institutional buildings, Large Industrial Infrastructure Projects" with any reputed organization/department including external & internal services in last 5(five) years.

- a) At least three similar project– Rs. 1150 crs each  
or
- b) At least two similar completed project –Rs. 1725 crs each  
or
- c) At least one similar completed project – Rs. 2300 crs

**(B) Financial Capacity:**

- (a) Average annual financial turnover during last three years ending 31<sup>st</sup> March of the previous financial year, should be atleast Rs. 860 Cr. (Rupees Eight Hundred and Sixty Crores)
- (b) Bid Capacity  
Bidder shall also fulfill the eligibility criteria such that their available bid capacity is more than the Rs. 2859 crs (Rupees Two Thousand Eight Hundred fifty nine Crores only). The available bid capacity will be calculated as under:

**Assessed Available Bid capacity = (A\*N\*2 - B)**

Where

A = Maximum value of civil engineering works in respect to Projects (EPC/PPP Contract/ Item Rate contracts/ Construction works) executed in any one year during the last five years (<sup>§</sup>updated to the price level of the year indicated in Table below) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited.

B =Value (<sup>§</sup>updated to the price level of the year indicated in Table below) of existing commitments and on-going works to be completed during the (One year and 8 months) years. i.e. period of completion of the work for which bid is invited.

**Note:** *The statement showing the value of existing commitments and on-going works as well as the stipulated period completion remaining for each of the works listed should be countersigned by the Engineer in the charge, not below the rank of an Executive Engineer or equivalent. Also such list of ongoing works including agreement values and balance works shall be declared on non-judicial stamp paper of worth INR100/- and notarized.*

<sup>§</sup>: The following enhancement factor shall be applied for updating the values of work to bring them to the base year. The current financial year in which the bid is invited shall be considered as base year.

Year	Financial year	Enhancement factor
Base (Year of Inviting Tender)	2017-2018	1.00
-1	2016-2017	1.06
-2	2015-2016	1.12
-3	2014-2015	1.18
-4	2013-2014	1.24
-5	2012-2013	1.30

(c) Profitability: The Bidder should not have suffered any financial loss for more than one year during the last three years, ending at the close of the preceding financial year. The Bidder should submit attested copies of auditor's report.

(d) Net Worth: The Bidder shall have a minimum Net Worth (the “Financial Capacity”) of Rs. 715 crs (Rupees Seven Hundred Fifteen crores only) at the close of the preceding financial year.

All the above items should be certified by the Statutory Auditor of the company

2.2.3 In case of a Joint Venture (not exceeding 3 entities)

- i) Requirement of [2.2.2 \(A\) \(i\)](#), the threshold technical capacity should be satisfied collectively by all JV members. The requirement of [Clause 2.2.2 \(A\) \(ii\)](#) shall be met by any of the JV members.
- ii) The Technical and Financial Capacity of all the Members of Joint Venture would be taken into account for satisfying the above conditions of eligibility. Further, Lead Member shall meet at least 60% requirements of Financial Capacity required as per [Clause 2.2.2 \(B\)](#) and each of other JV members shall meet at least 30% requirement of Financial capacity as per [Clause 2.2.2 \(B\)](#). For avoidance of doubt it is further clarified that the Joint Venture must collectively and individually satisfy the above qualification criteria. JV as a whole shall cumulatively/ collectively fulfill the 100% requirement.

2.2.4 The Bidder shall enclose with its Bid, to be submitted as per the format at [Appendix-I](#), complete with its Annexes, the following:

- (i) Certificate(s) from its statutory auditors<sup>1</sup> or the concerned client(s) stating the payments received or in case of an EPC/ PPP/item rate/construction project, the construction carried out by itself, during the past 5 years, in respect of the Similar Projects. In case a particular job/ contract has been jointly executed by the Bidder (as part of a Joint Venture), it should further support its claim for the payments received or construction carried out by itself in EPC/ PPP Projects as applicable the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and
- (ii) Certificate(s) from its statutory auditors specifying the financial capacity parameters of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this [Clause 2.2.4 \(ii\)](#).

For the purposes of this RFQ cum RFP, net worth (the "Net Worth") shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

2.2.5 The Bidder should submit a Power of Attorney as per the format at [Appendix-II](#), authorising the signatory of the Bid to commit the Bidder. In the case of a Joint Venture, the Members should submit a Power of Attorney in favour of the Lead Member as per format at [Appendix-III](#).

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<sup>1</sup> In case duly certified audited annual financial statements containing explicitly the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.4 (i). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this RFQ cum RFP



In case the Bidder is a Joint Venture, it shall comply with the following additional requirements:

- (a) Number of members in a Joint Venture shall not exceed 3 (three) including lead partner;
- (b) subject to the provisions of clause (a) above, the Bid should contain the information required for each Member of the Joint Venture;
- (c) Members of the Joint Venture shall nominate one member as the lead member (the "Lead Member"). Lead Member shall meet at least 60% requirements of Financial Capacity required as per [Clause 2.2.2 \(B\)](#) and each of other JV members shall meet at least 30% requirement of financial capacity as per [Clause 2.2.2 \(B\)](#). JV as a whole shall cumulatively/collectively fulfill the 100% requirement. The nomination(s) shall be supported by a Power of Attorney, as per the format at [Appendix-III](#), signed by all the other Members of the Joint Venture.
- (d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and defects liability obligations;
- (e) an individual Bidder cannot at the same time be member of a Joint Venture submitting the bid . Further, a member of a particular Bidder , Joint Venture cannot be member of any other Bidder Joint Venture applying for pre-qualification;
- (f) members of the Joint Venture shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at [Appendix-IV](#) (the "Jt. Bidding Agreement"), for the purpose of making the Bid and submitting a Bid in the event of being qualified. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:
  - (i) convey the commitment(s) of the Lead Member in accordance with this RFQ cum RFP, in case the contract to undertake the Project is awarded to the Joint Venture;
  - (ii) Clearly outline the proposed roles and responsibilities, if any, of each member;
  - (iii) Commit the approximate share of work to be undertaken by each member;
  - (iv) include a statement to the effect that all members of the Joint Venture shall be liable jointly and severally for all obligations of the Contractor in relation to the Project in accordance with the EPC Agreement; and
- (g) except as provided under this RFQ cum RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Employer.
- (h) Certificates of Subsidiary/Group Companies:- The companies/firms, who intend to get qualified on the basis of experience of the subsidiary/ parental company/group

company, shall not be considered unless they form a joint venture. In case of a Company/firm, formed after merger and/or acquisition of other companies/firms, past experience and other antecedents of the merged/ acquired companies/firms will be considered for qualification of such Company/firm provided such Company/firm continues to own the requisite assets and resources of the merged/ acquired companies/firms relevant to the claimed experience.

(i) Foreign Certificate

In case the work experience is for the work executed outside India, the bidders have to submit certificate issued by the owner/ Client and affidavit to the correctness of the documents. However, the Contractor will get the documents attested by the Indian Embassy/consulate / High Commission in the respective country.

For conversion of US Dollars to Rupees, the rate of conversion shall be as per exchange rate prevailing on the last day of the respective financial year (in which the amounts for that year is to be converted). In case of any other currency, the same shall first be converted to US Dollars, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be used as published by Reserve Bank of India. ([www.rbi.org.in](http://www.rbi.org.in))

(j) Bidder can be a private entity, government-owned entity, single or a group/ combination of such entities coming together to implement the Project (“Consortium”). However, no bidder applying individually or as a member of a Consortium, as the case may be, can be a member of another bidder. The term bidder used herein would apply to both a single entity and a Consortium.

2.2.7 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of bid, would not be eligible to submit the bid, either individually or as member of a Joint Venture.

2.2.8 The Bidder including individual or any of its joint venture Member should, in the last (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award against the Bidder or Member, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or Member.

2.2.8.1 The Bidder including any Member may provide details of all their on-going projects along with stage of litigation, if so, against the Employer / Governments.

2.2.8.2 The Bidder including any member may also provide details of on-going process of blacklisting if so, under any contract with Employer / Government.

2.2.8.3 The Employer reserves the right to reject an otherwise eligible bidder on the basis of the information provided under [clause 2.2.8](#). The decision of the Employer in this case shall be final.

2.2.9 The Technical Capacity and Net Worth of the Bidder/ Members in case of Joint Venture shall be computed under [Clauses 2.2.2, 2.2.4](#) & [Clause 3](#) (Criteria for Evaluation).

2.2.10 The following conditions shall be adhered to while submitting the bid :

- (a) Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidder may format the prescribed forms making due provision for incorporation of the requested information;
- (b) Information supplied by the Bidder (or other constituent Member if the Bidder is a Joint Venture) must apply to the Bidder, Member named in the Bid. Invitation to submit Bids will be issued only to Bidder whose identity and/ or constitution is identical to that at qualification;
- (c) in responding to the bid submissions, Bidder should demonstrate their capabilities in accordance with [Clause 3.1](#) below; and
- (d) in case the Bidder is a Joint Venture, each Member should substantially satisfy the bid-requirements to the extent specified herein.
- (e) in case the Bidder does not have the relevant experience for any specific element of the project, it shall be deemed to have given an undertaking to engage specialized personnel/ sub-contractors in accordance with the Agreement.
- (f) An International Bidder bidding individually or as a member of a Joint Venture shall ensure that Power of Attorney is apostille by appropriate authority and requirement of Indian Stamp Act is duly fulfilled.

2.2.11 While Qualification is open to persons from any country, the following provisions shall apply:

- (a) Where, on the date of the Bid, not less than 50% (fifty percent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or
- (b) if at any subsequent stage after the date of the Bid, there is an acquisition of not less than 50% (fifty percent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member/ Partner;

then the Eligibility of such Bidder shall be subject to approval of the Employer from national security and public interest perspective. The decision of the Employer in this behalf shall be final and conclusive and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Employer shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial

Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the Employer of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

- 2.2.12 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of the Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

### **2.3 Change in composition of the Joint Venture**

- 2.3.1 Change in the composition of a Joint Venture will not be permitted by the Employer during the Bid Stage and after the award of work till the scope is completed in all respects.

### **2.4 Number of Bids and costs thereof**

- 2.4.1 No Bidder shall submit more than one Bid for the Project. The Bidder applying individually or as a member of a Joint Venture shall not be entitled to submit another Bid either individually or as a member of any Joint Venture, as the case may be.
- 2.4.2 The Bidder shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. The Employer will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

### **2.5 Site visit and verification of information**

Bidders are encouraged to submit their respective Bid after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations (including National Green Tribunal), and any other matter considered relevant by them.

The Geotechnical and other related data provided by the Employer are based on the investigation conducted by Employer and are for reference purposes only. The Bidder should satisfy himself with the data furnished and make his own investigations if required for submitting his offer.

## **2.6 Acknowledgement by Bidder**

2.6.1 It shall be deemed that by submitting the Bid, the Bidder has:

- (a) made a complete and careful examination of the RFQ cum RFP;
- (b) received all relevant information requested from the Employer;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ cum RFP or furnished by or on behalf of the Employer relating to any of the matters referred to in [Clause 2.5](#) above; and
- (d) Agreed to be bound by the undertakings provided by it under and in terms hereof.
- (e) Agreed to transfer of ownership of Employer to the SPV after its formation as 'Assignment' right by the Employer. SPV shall be DMICDC(Employer) during the tender process. SPV shall be formed before the sign off of the contract agreement.

2.6.2 The Employer shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFQ cum RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Employer.

## **2.7 Right to accept or reject any or all Applications/ Bids**

2.7.1 Notwithstanding anything contained in this RFQ cum RFP, the Employer reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Employer rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.7.2 The Employer reserves the right to reject any Application and/ or Bid if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) The Bidder does not provide, within the time specified by the Employer, the supplemental information sought by the Employer for evaluation of the Bid.

If the Bidder is a Joint Venture, then the entire Joint Venture may be disqualified/ rejected. If such disqualification/ rejection occur after the Bids have been opened and the Lowest Bidder gets disqualified/ rejected, then the Employer reserves the right to:

- (i) invite the next lowest Bidder to match the price bid of the first lowest bidder
- (ii) Take any such measure as may be deemed fit in the sole discretion of the Employer, including annulment of the Bidding Processes.

- 2.7.3 In case it is found during the evaluation or at any time before signing of the EPC Agreement or after its execution and during the period of subsistence thereof, including the Defects Liability Period, that one or more of the bid conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Contractor either by issue of the LOA or entering into the EPC Agreement, and if the Bidder has already been issued the LOA or has entered into the EPC Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ cum RFP, be liable to be terminated, by a communication in writing by the Employer to the Bidder, without the Employer being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Employer may have under this RFQ cum RFP, the Bidding Documents, the EPC Agreement or under applicable law.
- 2.7.4 The Employer reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ cum RFP. Any such verification or lack of such verification by the Employer shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Employer thereunder.

## **B. DOCUMENTS**

### **2.8 Contents of the Bid**

This RFQ cum RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with [Clause 2.10](#).

#### **PART 1 Request for Qualification cum Request for Proposal**

- [Section 2.](#) Instructions to Bidders
- [Section 3.](#) Criteria for Evaluation
- [Section 4.](#) Fraud & Corrupt Practices
- [Section 5.](#) Pre Bid Conference
- [Section 6.](#) Miscellaneous

#### **Appendices**

- I. Letter comprising the Bid
- II. Power of Attorney for signing of Bid
- III. Power of Attorney for Lead Member of Joint Venture
- IV. Joint Bidding Agreement for Joint Venture
- V. Guidelines of the Department of Disinvestment
- VI. Appendix-VI- Bank Guarantee for BID Security
- VII. Appendix-VII- Integrity Pact
- VIII. Appendix-VIII- Non-Disclosure Agreement

PART 2 - Volume 1.1 - EPC Agreement

PART 2 - Volume 1.2 – Schedules

PART 2 - Volume 1.3 – Drawings

## **2.9 Clarifications**

- 2.9.1 Bidders requiring any clarification on the RFQ cum RFP may notify the Employer in writing or by fax and e-mail in accordance with [Clause 1.2.9](#). They should send in their queries before the date specified in the schedule of Bidding Process contained in [Clause 1.3](#). The Employer shall endeavor to respond to the queries within the period specified therein.
- 2.9.2 The Employer shall endeavor to respond to the questions raised or clarifications sought by the Bidder. However, the Employer reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Employer to respond to any question or to provide any clarification.
- 2.9.3 The Employer may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Employer shall be deemed to be part of the RFQ cum RFP. Verbal clarifications and information given by Employer or its employees or representatives shall not in any way or manner be binding on the Employer.

## **2.10 Amendment of RFQ cum RFP**

- 2.10.1 At any time prior to the deadline for submission of Bid, the Employer may, for any reason, whether at its own initiative or in response to clarifications requested by the Bidder, modify the RFQ cum RFP by the issuance of Addenda.
- 2.10.2 Any Addendum thus issued will be published on the website <https://eprocure.gov.in/eprocure/app> and [www.dmicdc.com](http://www.dmicdc.com)
- 2.10.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Employer may, in its sole discretion, extend the Bid Due Date.

## **C. PREPARATION AND SUBMISSION OF BID**

### **2.11 Language**

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

### **2.12 Format and signing of Bid Application**

- 2.12.1 The Bidder shall provide all the information sought under this RFQ cum RFP. The Employer will evaluate only those Bids that are received online in the required formats and complete in all respects and Bid Security, Tender Document Fee, POA and Joint Bidding Agreement are received in Hard copies. Incomplete and /or conditional Bids shall be liable to rejection.

## **2.13 Sealing and Marking and submission of Bids**

### **Documents comprising Technical and Financial Bid**

2.13.1 The Bidder shall submit the BID online along with other supporting scanned documents as mentioned below.

#### **Technical Bid**

- (a) (Letter comprising the Technical BID) [Appendix-I](#);
- (b) Power of Attorney for signing the BID as per the format at [Appendix-II](#);
- (c) if applicable, Power of Attorney for Lead Member of Joint Venture as per the format at [Appendix-III](#) of RFQ cum RFP;
- (d) Certificates in accordance with [Appendix-I](#) (all annexure)
- (e) Copy of BID Security of Rs Fifty Seven (57) Crores(or its equivalent in USD) in the form of Bank Guarantee in the format at [Appendix-VI](#) from the Scheduled Bank
- (f) Copy of Cost of tender processing fee of Rs. 10,00,000/- (Rupees Ten Lakhs only) + Applicable GST or equivalent USD in the form of DD in favour of “Delhi Mumbai Industrial Corridor Development Corporation Ltd.” payable at “New Delhi”.
- (g) Registration copies of GST (applicable only for Indian bidder and Indian Partners in case of JV)
- (h) Integrity Pact as per [Appendix-VII](#)
- (i) Non-Disclosure Agreement as per [Appendix-VIII](#)
- (j) Details required as per [Clause 3.5.2](#) & [Clause 3.5.3](#).

#### **Financial Bid**

- (a) Letter comprising the Financial Bid- [Appendix-I B](#)
- (b) Price Bid- [Appendix-I B Annex- I](#)

2.13.2 The documents supporting the BID shall be submitted in a separate envelope marked as "Enclosures of the BID". The documents shall include:

- (i) Power of Attorney for signing the Bid as per the format at [Appendix-II](#);
- (ii) if applicable, Power of Attorney for Lead Member of Joint Venture as per the format at [Appendix-III](#) of RFQ cum RFP;
- (iii) BID Security in the form of Bank Guarantee in the format at [Appendix-VI](#) from the Scheduled Bank.
- (iv) Cost of tender processing fee of Rs. 10,00,000/- (Rupees Ten Lakhs only ) + applicable GST or equivalent USD in the form of DD in favour of “Delhi Mumbai Industrial Corridor Development Corporation Ltd.” payable at “New Delhi”.



The envelope specified in [Clauses 2.13.2](#) shall be placed in an outer envelope, which shall be sealed. The envelopes shall clearly bear the identification "BID for the "Detailed Design, Construction, Testing & Commissioning of India International Convention & Expo Centre at Sector 25, Dwarka, New Delhi on EPC Basis " and shall clearly indicate the name and address of the Bidder. In addition, the BID Due Date should be indicated on the right hand top corner of each of the envelopes.

2.13.3 Each of the envelopes shall be addressed to: the Employer's address details

ATTN. OF: CEO & MD, DMICDC  
ADDRESS: Room No. 341-B, III Floor,  
Hotel Ashok, Diplomatic Enclave,  
50-B, Chanakyapuri, New Delhi - 110021  
FAX NO: +91-11-26118889  
E-MAIL: tenders@dmicdc.com

2.13.4 If the envelopes are not sealed and marked as instructed above, the Employer assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

2.13.5 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

## **2.14 Bid Due Date**

2.14.1 Bids should be submitted before 1500 hours 1ST on the Bid Due Date, at the address provided in [Clause 2.13.3](#) in the manner and form as detailed in this RFQ cum RFP. A receipt thereof should be obtained from the person specified in [Clause 2.13.3](#).

2.14.2 The Employer may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with [Clause 2.10](#) uniformly for all Bidders.

## **2.15 Late Bids**

Bids received by the Employer after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

## **2.16 Modifications/ substitution/ withdrawal of Bids**

- (i) The Bidder may modify, substitute or withdraw its e- BID after submission prior to the BID Due Date. No BID shall be modified, substituted or withdrawn by the Bidder on or after the BID Due Date & Time.
- (ii) Any alteration / modification in the BID or additional information supplied subsequent to the BID Due Date, unless the same has been expressly sought for by the Employer shall be disregarded.
- (iii) For modification of e-BID, bidder has to detach its old BID from e-tendering portal and upload / resubmit digitally signed modified BID.

- (iv) For withdrawal of BID, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-BID.
- (v) Before withdrawal of a BID, it may specifically be noted that after withdrawal of a BID for any reason, bidder cannot re-submit the e-BID.

## **D. EVALUATION PROCESS**

### **2.17 Opening and Evaluation of Technical Bids**

- 2.17.1 The Employer shall open the Technical Bids online at 15.30 hours IST on the Bid Due Date, at the place specified in [Clause 2.13.3](#) and in the presence of the Bidders who choose to attend.
- 2.17.2 Bids for which a notice of withdrawal has been submitted in accordance with [Clause 2.16](#) shall not be opened.
- 2.17.3 The Employer will subsequently examine and evaluate Bids in accordance with the provisions set out in [Section 3](#).
- 2.17.4 Bidders are advised that qualification of Bidders will be entirely at the discretion of the Employer. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 2.17.5 Any information contained in the Bid shall not in any way be construed as binding on the Employer, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 2.17.6 The Employer reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all bid (s) without assigning any reasons.
- 2.17.7 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Employer may, in its sole discretion, exclude the relevant project from computation of the Eligible Score of the Bidder.
- 2.17.8 In the event that a Bidder claims credit for an Eligible Project and such claim is determined by the Employer as incorrect or erroneous, the Employer shall reject such claim and exclude the same from computation, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Employer reserves the right to reject the Application and/ or Bid in accordance with the provisions of [Clauses 2.7.2](#) and [2.7.3](#).
- 2.17.9 The Employer will get the BID security verified from the issuing authority and after due verification, the Authority will evaluate the Technical BIDs for their compliance to the eligibility and qualification requirements pursuant to clause [2.2.1](#) & [2.2.2](#) of this RFQ cum RFP.

2.17.10 After evaluation of Technical Bids as per the Evaluation Criteria, the Employer will publish a list of technically responsive Bidders whose financial bids shall be opened. The Employer shall notify other bidders that they have not been technically responsive. The Employer will not entertain any query or clarification from Bidders who fail to qualify.

## **2.18 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the qualified Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Employer in relation to or matters arising out of, or concerning the Bidding Process. The Employer will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Employer may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Employer or as may be required by law or in connection with any legal process.

## **2.19 Tests of responsiveness**

2.19.1 Prior to evaluation of Bids, the Employer shall determine whether each Bid is responsive to the requirements of the RFQ cum RFP as per [Clause 2.13](#). Bid shall be considered responsive only if:

it does not contain any condition or qualification; and

it is not non-responsive in terms hereof.

2.19.2 The Employer reserves the right to reject any Bids which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Employer in respect of such Bid.

## **2.20 Clarifications of Bids/ Shortfall Documents**

2.20.1 To facilitate evaluation of BIDs, the Employer may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Employer for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.20.2 If the Bidder does not provide clarifications sought under [Clause 2.20.1](#) above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Employer may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Employer.

## **2.21 Proprietary data**

All documents and other information supplied by the Employer or submitted by the Bidder to the Employer shall remain or become the property of the Employer. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Employer will not return any Bid or any information provided along therewith.

## 2.22 Correspondence with the Bidder

Save and except as provided in this RFQ cum RFP, the Employer shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid. However, the Employer would display the result of the technical evaluation on its web portal including reasons for non-responsiveness, if any and the financial bid will be opened thereafter.

## 2.23 BID Security

2.23.1 The Bidder shall furnish as part of its BID, a BID Security of Rs. 57 Cr. (Rupees Fifty Seven Crores Only) or equivalent USD hereinabove in the form of an irrevocable and unconditional bank guarantee issued by nationalized bank, or commercial Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. One Thousand Crores), in favour of the Employer in the format at Appendix-VI (the "Bank Guarantee") and having a validity period of not less than 180 (One hundred Eighty) days from the BID Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Employer and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, nationalized, commercial Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

- a) Any BID not accompanied by the BID Security shall be summarily rejected by the Employer as non-responsive.
- b) Bid Security of the unsuccessful Bidder(s) will be returned within 30 days, without any interest, upon the selected bidder signing the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof.
- c) The Selected Bidder's BID Security will be returned within 30 days, without any interest, upon the selected bidder signing the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Employer may, at the Selected Bidder's option, adjust the amount of BID Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Agreement.
- d) The Employer shall be entitled to forfeit and appropriate the BID Security as Damages *inter alia* in any of the events specified in Clause below herein below. The Bidder, by submitting its BID pursuant to this RFQ cum RFP, shall be deemed to have acknowledged and confirmed that the Employer will suffer loss and damage on account of withdrawal of its BID or for any other default by the Bidder during the period of BID validity as specified in this RFQ cum RFP. No relaxation of any kind on BID Security shall be given to any Bidder except for the MSEs as per [clause 2.23.1 \(g\)](#).
- e) The BID Security shall be forfeited and appropriated by the Employer as damages payable to the Employer for, inter-alia, time cost and effort of the Employer without prejudice to any other right or remedy that may be available to the Employer under the bidding documents and / or under the Agreement, or otherwise, under the following conditions:

- i) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in [Section 4](#) of this RFQ cum RFP;
- ii) If a Bidder withdraws its BID during the period of Bid validity as specified in this RFQ cum RFP and as extended by mutual consent of the respective Bidder(s) and the Employer;
- iii) In the case of Selected Bidder, if it fails within the specified time limit –
  - 1. to sign and return the duplicate copy of LOA. ;
  - 2. to sign the Agreement within the time frame as mentioned in the EPC Agreement; or
  - 3. to furnish the Performance Security within the period prescribed therefore in the Agreement or in this RFQ cum RFP.
  - 4. fail to commence the work within the stipulated time period prescribed in the contract.
- f) In case the Selected Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.
- g) Micro & Small Enterprises (MSEs) registered with National Small Industries Corporation (NSIC) and having single point registration are exempt from payment of Bid Security (EMD) to the extent of Monetary Limit stated in their Registration Certificate. In case the bid value exceeds the monetary limit, the bidder shall furnish EMD for the difference. Such MSEs should also produce documentary evidence showing that the firm is registered with NSIC for the items/work tendered for.

The bidder must submit certified copy of valid NSIC Registration Certificate/ Renewal Certificate. Photocopy of application for registration or for Renewal of NSIC will not be acceptable.

- 2.23.2 Within 30 (days) from the date of Letter of Award, the successful bidder shall furnish a performance security of 5 % of Contract Value in accordance with the provisions and format given in the agreement.

## **2.24 Integrity Pact**

- 2.24.1 Integrity Pact as per Appendix-VII duly signed by the tenderer shall be submitted. Any tender without signed integrity Pact shall be liable for rejection.

The bidders are requested to download the Integrity Pact as uploaded in the tender documents duly signed by SPV and upload the same after duly signed & stamped by the contractor on e-tendering website.

### **2.24.2 Independent External Monitors**

- (i) In respect of this project, the Independent External Monitors (IEMs) would be monitoring the bidding process and execution of contract to oversee implementation and effectiveness of the Integrity Pact Program.

- (ii) The Independent External Monitor(s) (IEMs) have been appointed by SPV, in terms of Integrity Pact (IP)-Section 6, which forms part of the tenders/Contracts. The name of the Independent External Monitor (s) are posted on the SPV website i.e. [www.dmicdc.com](http://www.dmicdc.com)
- (iii) This panel is authorized to examine / consider all references made to it under this tender in terms of Integrity Pact. The Independent External Monitors (IEMs) shall review independently, the cases referred to them to assess whether and to what extent the parties concerned comply with the obligations under the Integrity Pact entered into between SPV (Employer) and Contractor.
- (iv) The Independent External Monitors (IEMs) has the right to access without restriction to all Project documentations of the Employer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/ Sub- Contractors etc. with confidentiality.

**2.25 Non-Disclosure Agreement – the bidder shall sign a non-disclosure agreement.**

**2.26 Information To Be Furnished By Foreign Bidders**

It is mandatory for the Foreign Contractor to furnish the following information in case his receipts are subject to tax deduction at source in India:

- (a) PAN No. as per the Indian Income Tax requirements failing which the Contractor shall be responsible for any additional tax deduction at source as per the provisions of the Indian Income Tax Act/Rules and the same shall be deducted from the payment made to Contractor.
- (b) Tax Residency Certificate (TRC) as per Indian Income Tax rules from the Government of foreign country in order to claim the benefits of DTAA as per the Indian Income Tax requirements failing which the relief under DTAA will not be available and consequently the higher prevailing applicable rate of withholding tax will be deducted from the payment made to Contractor (i.e., non-resident taxpayer). The TRC shall be duly verified by the Government of the country of which the assess claims to be a resident for the purposes of tax.
- (c) In addition to TRC, bidder in order to claim the benefits of DTAA shall also submit additional information in Form no. 10F (Income Tax, Govt. of India). Form 10F has to be signed & verified by the assesses himself. If some information is already contained in TRC, the bidder shall not be required to provide that information in Form no. 10F but even then Form no. 10F is required to be provided by the bidder. However, the bidder may write Not Applicable in the relevant column in case that information is already contained in TRC. The above shall be furnished before release of any payment or within one month of the release of Order, whichever is earlier failing submission of the above information, any additional tax liability on SPV, will be deducted.

- (d) In case of Foreign Bidders, if the Annual Turnover is in currency other than USD, the same shall be converted into equivalent USD considering the conversion factor indicated in Bidder's Audited Financial Report. In case the same is not indicated, the conversion rate of USD as on last date of Bidder's financial year shall be considered based on RBI bill selling rate.
- (e) In case the work experience is for the work executed outside India, the bidders have to submit certificate issued by the owner and affidavit to the correctness of the documents. However, the Bidder will get the documents attested by the Indian Embassy/consulate / High Commission in the respective country.
- (f) In case a bidder submits any documents in any language other than English, then it will be the responsibility of such foreign Bidder to also provide the English translation copy of the same duly certified, stamped and signed by their Local Chamber of Commerce. Translation by Indian Embassy/ Indian High Commission or authorized/ approved translation agencies (by Indian embassy/ high commission or any other authority) shall also be acceptable.
- (g) Involvement of Agent

In case the Bidders (Single or JV) desire to utilize the services of an Agent, the Provisions of Clause 3.6 of "MANUAL FOR PROCUREMENT OF GOODS, 2017"- (Ministry of Finance) and Rule 152 of GFR 2017 shall be adhered to.

## **2.27 Prices to Be In Figures and Words**

The BID shall be furnished in the format exactly as per [Appendix-I B Annex-I](#), clearly indicating the BID amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

In case, there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected. When there is a difference between the prices in figures and words, the price in words shall prevail.

Such discrepancy in an offer shall be conveyed to the Bidder by asking him to respond by a target date and if the bidder does not agree or rectifies the discrepancy, the same is liable to be rejected.

### **3. CRITERIA FOR EVALUATION**

#### **3.1 Evaluation parameters**

- 3.1.1 Only those Bidders who meet the eligibility criteria specified in [Clause 2.2.1](#) above shall qualify for evaluation under this Section 3. Bids of firms/ Joint Venture who do not meet these criteria shall be rejected.
- 3.1.2 The Bidder's competence and capability is proposed to be established by the following parameters:
- (a) Technical Capacity; and
  - (b) Financial Capacity

#### **3.2 Technical Capacity for purposes of evaluation**

- 3.2.1 Eligible Experience in respect of each category shall be measured only for Similar Projects.
- 3.2.2 For a project to qualify as an Eligible Project for the similar projects ([Clause 2.2.2](#)) category the Bidder should have received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Bid Due Date, and only the amounts (gross) actually received, during such 5 (five) financial years shall qualify for purposes of computing the Score. However, receipts of less than 10% shall not be reckoned as receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment alone except when such goods or equipment form part of a turn-key construction contract / EPC contract for the project. Further, the cost of land shall not be included hereunder.
- 3.2.3 The Bidder shall quote experience in respect of a particular Eligible Project under any one category only, even though the Bidder (either individually or along with a member of the Joint Venture) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.
- 3.2.4 Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Joint Venture. In other words, no double counting by a Joint Venture in respect of the same experience shall be permitted in any manner whatsoever.

#### **3.3 Details of Experience**

- 3.3.1 The Bidder should furnish the details of Eligible Experience parameters given in the [Clause 3.5.2](#) for the last 5 (five) financial years immediately preceding the Bid Due Date.
- 3.3.2 The Bidders must provide the documentary information relating to Technical Capacity as per format at [Annex-II \(A-D\) of Appendix-I](#).
- 3.3.3 The Bidder should furnish the required Project -specific information and evidence in support of its claim of Technical Capacity, as per format at [Annex-II of Appendix-I](#).



### 3.4 Financial information for purposes of evaluation

- 3.4.1 The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Joint Venture) for the last 5 (five) financial years, preceding the year in which the Bid is made.
- 3.4.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.
- 3.4.3 The Bidder must establish the minimum Financial Criteria specified in [Clause 2.2.2 \(B\)](#), and provide details as per format at [Annex-III \(A-C\) of Appendix-I](#).

### 3.5 Qualification of Bidders

- 3.5.1 The credentials of eligible Bidders shall be measured in terms of their Score. The sum total of the Scores for all Eligible Projects and other criteria as mentioned in [Clause 3.5.2](#) shall be the 'Aggregate Score' of a particular Bidder. In case of a Joint Venture, the Aggregate Score of the Lead Member including other members shall be the Aggregate Score of the Joint Venture. All Bidders who fulfill the minimum score of 70% as per [Clause 3.5.2](#) both in Financial and Experience parameters and together also shall qualify for financial opening and meet the other conditions specified in this RFQ cum RFP shall be qualified.
- 3.5.2 The Bidders meeting the qualification requirements as per this RFQ cum RFP shall be notified officially after due verification of their credential information in support of qualification.

<b>A- FINANCIAL PARAMETERS</b>				
<b>Sl. No</b>	<b>Criteria</b>	<b>Sub-criteria</b>	<b>Marks</b>	<b>Max. Marks</b>
1	Average annual turnover	Average annual turnover >860 to 1000 crs (8 marks) >1000 crs (8+2=10 marks)	10	
2	Bidding Capacity	Bidding Capacity >2859 crs ( 6 marks ) >3000 crs (6+2=8 marks) >3500 crs (8+2=10 marks)	10	
3	Profitability	The bidder having net profit positive for 2 audited financial years (each) out of last 3 financial years respectively – 6 marks The bidder having net profit positive for the last 3 audited financial years respectively – (6+4 =10 marks)	10	

4	Net worth	>715 crs (8 marks) >800 crs (8+2 =10 marks )	10	
		<b>TOTAL</b>	<b>40</b>	

<b>B- EXPERIENCE PARAMETERS</b>				
<b>Sl. No</b>	<b>Criteria</b>	<b>Sub-criteria</b>	<b>Marks</b>	<b>Max. Marks</b>
<b>1</b>	a) Atleast three similar project– Rs. 1150 crs each or b) Atleast two similar completed project –Rs. 1725 crs each or c) Atleast one similar completed project – Rs. 2300 crs		<b>15</b>	
<b>2</b>	At least one Convention Centre with minimum pax 2000. in similar projects.	>2000 pax – 10 marks > 3000 pax – (10+2) = 12 marks > 4000 pax – (12+3) = 15 marks	<b>15</b>	
<b>3</b>	Exhibition Centers with minimum 20,000 sq.m built up area in similar projects.	>20,000 sq.m– 6 marks >30,000 sq.m – (6 +2 ) = 8 marks > 40,000 sq.m – (8+2) = 10 marks	<b>10</b>	
<b>4</b>	Successfully executed and completed similar projects using minimum 15,000 MT of structural steel.	>15,000 MT – 3 marks >20,000 MT – (3+1 ) = 4 marks >25,000 MT – (4+1) = 5 marks	<b>5</b>	
<b>5</b>	Successfully completed and executed more than two IGBC (Gold) / GRIHA (4 star) / LEED (equivalent rating) similar projects		<b>5</b>	
<b>6</b>	Designed and constructed using BIM Model in similar works.		<b>2</b>	
<b>7</b>	Successfully executed and completed Façade Works - (Glazed) (Min. Elevation area- 50,000 sq.m) in similar projects.		<b>2</b>	

8	Successfully executed and completed Façade Works - (GRC) (Min. Elevation area- 25,000 sq.m) in similar projects.		<b>3</b>	
9	Successfully executed and completed LED Façade Works (Min. Elevation area- 1,000 sq.m) in similar projects.		<b>2</b>	
10	Successfully executed and completed minimum of 4 level basements in similar works		<b>1</b>	
		<b>TOTAL MARKS</b>	<b>60</b>	
			<b>100</b>	

3.5.3 The EPC bidder shall also upload the following documents along with the bid to enable the Employer to have an insight into the understanding of the tender and preparedness of the bidder toward the tender:

- a) Proposed Overall Project Schedule in network form showing all the details unit wise in Primavera P6 (Latest Version) in pdf. Write up on Project Planning, Scheduling, Monitoring & Control system (proposed). Progress Measurement Methodology with details such as weightages, milestones etc.
- b) Organizational set up for Planning, Scheduling, Monitoring & Control at EPC Contractor's Design Office and Site Office. Function wise Resource Deployment Schedule (HO & Site manpower and construction equipment).
- c) Project Approach & execution methodology. Softwares to be used for planning and material control.
- d) Certificates of ISO 9001, ISO 18001 & ISO 14001 or international equivalent.

A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of Bidding Document or if it fails to achieve the minimum score as per [Clause 3.5.1](#). The Employer will notify Bidders who fail to score the minimum score about the same and return their Financial Proposals unopened after completing the selection process.

### 3.6 Opening of Financial Bid

The Client will notify the Bidders who secure the minimum qualifying score, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, facsimile, or electronic mail.

The Financial Proposals will be opened publicly in the presence of Bidders' representatives who choose to attend. The name of the Bidder, their technical scores and the proposed prices will be read aloud and recorded when the Financial Proposals are opened. Evaluation Committee will determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.

### **3.7 Selection of Bidder**

3.7.1 Subject to the provisions of [Clause 2.7](#), the Bidder whose BID is adjudged as responsive in terms of [Clause 2.19](#) and who quotes lowest price shall be declared as the selected Bidder (the "Selected Bidder").

If the Bid of the successful Bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in EPC Agreement Article 7 be increased and an additional performance security may be obtained at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss, at his discretion, in the event of default of the successful Bidder under the Contract. In the event that the Employer rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.

3.7.2 In the event that two or more Bidders quote the same BID price (the "Tie BIDs"), the Employer shall identify the Selected Bidder by the following criteria –

- i) The bidder who has executed both Exhibition and Convention Centre in last 5(five) years will be considered as selected bidder.
- ii) In case of tie bidder qualify or does not qualify under [clause 3.7.2 i](#)), then the bidder who has executed larger quantity of structural steel will be considered as selected bidder.

3.7.3 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Employer to the Selected Bidder and the Selected Bidder shall, within 3(three) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Employer may, unless it consents to extension of time for submission thereof, appropriate the BID Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.

3.7.4 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the bidder to execute the Agreement within the period prescribed in [Clause 1.3](#). The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

#### 4. FRAUD AND CORRUPT PRACTICES -

- 4.1 The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Employer may reject the Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 4.2 Without prejudice to the rights of the Employer under [Clause 4.1](#) hereinabove, if the Bidder is found by the Employer 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 Bidding Process, such Bidder shall not be eligible to participate in any tender or RFQ cum RFP issued by the Employer during a period of 2 (two) years from the date such Bidder is found by the Employer 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, as the case maybe.
- 4.3 For the purposes of this [Clause 4](#), the following terms shall have the meaning hereinafter respectively assigned to them:
- a) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Employer who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Employer, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of [Clause 2.2.1](#), engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser of the Employer in relation to any matter concerning the Project;
  - b) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
  - c) **"coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
  - d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Employer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

- e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **5. PRE-BID CONFERENCE**

- 5.1 Pre Bid conference of the Bidders shall be convened at the designated date, time and place as given below. A maximum of two representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.

Delhi Mumbai Industrial Corridor Development Corporation Limited (DMICDC), Room No. 341B, 3rd Floor Hotel Ashoka, Diplomatic Enclave, 50B, Chanakyapuri, New Delhi 110021. A maximum of two representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder. During the course of Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration. SPV/DMICDC shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

- 5.2 During the course of Pre-Bid conference, the Bidder will be free to seek clarifications and make suggestions for consideration of the Employer. The Employer shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

In case any bidder does not attend the pre-bid meeting, it shall be deemed considered that the bidder has a clear understanding of the scope & terms & conditions of the bidding document and does not have any comments/ deviations to the requirements of the bidding document.

Nonattendance of the pre-bid meeting will neither be a cause for dis-qualification of the bidder nor a cause for bidder's ignorance to submit the bid as per provisions of the bidding document.

## 6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at [New Delhi, India] shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Employer, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Bidder in order to receive clarification or further information;
  - (c) qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
  - (d) retain any information and/ or evidence submitted to the Employer by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (e) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
  - (f) Transfer of “Assignment” of bid process or Contract as the case may be to SPV after its formation.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Employer, 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 and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.4 The RFQ cum RFP documents are to be taken as mutually explanatory unless otherwise expressly provided elsewhere in this RFQ cum RFP.



**Appendix-I- Letter Comprising the Technical Bid**  
(Refer [Clause 2.13.1](#))

To,

Dated: [\*\*\*\*\*

\*\*\*\*\*

\*\*\*\*\*]

Sub: Bid for Technical Bid for India International Convention and Expo Centre Project at Sector 25, Dwarka on EPC basis.

Dear Sir,

With reference to your RFQ cum RFP document dated ....., we, having examined the RFQ cum RFP, EPC Agreement, Schedules, Drawings, price Bid, Technical specifications document and understood its contents, hereby submit our Bid for the aforesaid project. The Bid is unconditional and unqualified. We acknowledge that the Employer reserves the right of "Assignment" of ownership during bid process or after award of contract, to SPV in its post formation. We undertake to fully co-operate with The Employer/SPV for any documentation legally enforceable for recognition and effectuation of such transfer of ownership.

2. We acknowledge that the Employer will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidders for the aforesaid project, and we certify that all information provided in the Bid and in all is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the design and construction of the aforesaid Project (incl. Defects Liability Period.)
4. We shall make available to the Employer any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
5. We acknowledge the right of the Employer to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, any of the Joint Venture Members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public Employer nor have had any contract terminated by any public Employer for breach on our part.

7. We declare that:
  - (a) We have examined and have no reservations to the RFQ cum RFP, EPC Agreement, Schedules, and Drawings, Technical specifications, including any Addendum issued by the Employer; and
  - (b) We do not have any conflict of interest in accordance with [Clauses 2.2.1\(c\)](#) and [2.2.1\(d\)](#) of the RFQ cum RFP document; and
  - (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 [Clause 4.3](#) of the RFQ cum RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Employer 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 in conformity with the provisions of [Section 4](#) of the RFQ cum RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with [Clause 2.17.7](#) of the RFP document.
9. We believe that we/ our Joint Venture/ proposed Joint Venture satisfy (ies) the Technical and Financial Capacity and other financial criteria and meet(s) all the requirements as specified in the RFQ cum RFP document and are qualified to submit a Bid.
10. We declare that we/ any Member of the Joint Venture are not a Member of a/ any other Joint Venture applying for bid.
11. We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Joint Venture have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Employer which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Joint Venture have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. We further certify that no investigation by a regulatory Employer is pending either against us/ any Member of the Joint Venture or against our CEO or any of our directors/ managers/ employees.
14. [We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001 -DD-II dated 13.7.01, a copy of which forms part of the RFQ cum RFP at [Appendix-V](#) thereof.]

15. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFQ cum RFP, we shall intimate the Employer of the same immediately.
16. The Statement of Legal Capacity as per format provided at [Annex-IV](#) in [Appendix-I](#), Integrity Pact as per [Appendix-VII](#) of the RFQ cum RFP document, and duly signed, is enclosed. The power of attorney for signing of bid and the power of attorney for Lead Member of Joint Venture, as per format provided at [Appendix-II](#) and [III](#) respectively of the RFQ cum RFP, are also enclosed.
17. 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 the Employer in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
18. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
19. We have studied all the Bidding Documents carefully and also surveyed the project. We understand that except to the extent as expressly setforth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
20. We offer a BID Security of Rs.57 Crores (Rupees Fifty Seven Crores
21. only) or equivalent USD to the Employer in accordance with the RFQ cum RFP Document.
22. The BID Security in the form of a Bank Guarantee is attached.
23. We agree and undertake to abide by all the terms and conditions of the RFP document.
24. We certify that in terms of the RFQ cum RFP, our Net Worth is Rs. 715 crores (Rupees Seven Hundred Crores only)
25. We undertake to engage personnel specialized/ sub-contractors for design and construction of those elements of the Project for which we do not have adequate experience.
26. {We agree and undertake to be jointly and severally liable for all the obligations of the Contractor under the EPC Agreement.}\$<sup>2</sup>
27. We hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

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<sup>2</sup> \$ Omit if the Bidder is not a Joint Venture.

28. We shall keep this offer valid for 180 (One hundred and Eighty) days from the BID Due Date specified in the RFQ cum RFP.

In witness thereof, we submit this bid under and in accordance with the terms of the RFQ cum RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Bidder/ Lead Member

Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.

### **Appendix-I – Annex-I Details of Bidder**

1.
  - (a) Name:
  - (b) Country of incorporation:
  - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
  - (d) Date of incorporation and/ or commencement of business:
  
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
  
3. Details of individual(s) who will serve as the point of contact/ communication for the Employer:
  - a) Name:
  - b) Designation:
  - c) Company:
  - d) Address:
  - e) Telephone Number:
  - f) E-Mail Address:
  - g) Fax Number:
  
4. Particulars of the Authorised Signatory of the Bidder:
  - a) Name:
  - b) Designation:
  - c) Address:
  - d) Phone Number:
  - e) Fax Number:
  
5. In case of a Joint Venture:
  - (a) The information above (1-4) should be provided for all the Members of the Joint Venture.
  - (b) A copy of the Jt. Bidding Agreement, as envisaged in [Clause 2.2.6\(g\)](#) should be attached to the Bid.
  - (c) Information regarding the role of each Member should be provided as per table below:

SI. No.	Name of Member	Role* {Refer <a href="#">Clause 2.2.6(d)</a> } <sup>\$</sup>	Share of work in the Project{Refer <a href="#">Clauses 2.2.6(a), &amp; (f)</a> }
1.			
2.			
3.			

The role of each Member, as may be determined by the Bidder, should be indicated in accordance with [clause 2.2.6 \(f\)](#).

- (d) The following information shall also be provided for each Member of the Joint Venture:

**Name of Bidder/ member of Joint Venture:**

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Joint Venture been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT, EPC or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on Bid Due Date.		

A statement by the Bidder and each of the Members of its Joint Venture (where applicable) disclosing material non-performance or contractual noncompliance in past projects, contractual disputes and litigation/ arbitration in the last three years is given below (Attach extra sheets, if necessary) w.r.t [Clause 2.2.8](#)

**Name of Bidder/ member of Joint Venture:**

No.	Criteria	1 <sup>st</sup> last year	2 <sup>nd</sup> last year	3 <sup>rd</sup> last year
1.	The Bidder including individual or any of its joint venture any Member should, in the last (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award against the Bidder or Member, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or Joint Venture Member, along-with the updated details of ongoing process of litigation / Blacklisting.			

## Appendix-I – Annex-II A- Technical Capacity of the Bidder

### Details of Similar Works (Details to be filled online)

S. No	Name of work and its location	Name of Client & its contact details	Date and No. of Completion Certificate	Date of Start	Date of Completion	Cost of Work on completion	Value of TDS	Project Type and Details	Reference and Page No. of Documentary Proof of the detail
1.									
2.									
3.									

If any detail is not mentioned in the Work Completion Certificate, documentary proof of detail is to be submitted and uploaded on Tender Website along with the Completion Certificate.

**Signature of Bidder with Seal**

**Appendix-I – Annex-II B- Technical Capacity of the Bidder**

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**Details of Work Experience Certificates for Projects other than Similar Works**

**(Details to be filled online)**

S. No	Name of work and its location	Name of Client & its contact details	Date and No. of Completion Certificate	Date of Start	Date of Completion	Cost of Work on completion	Value of TDS	Project Type and Details	Reference and Page No. of Documentary Proof of the detail missing in completion certificate
1.									
2.									
3.									

Certified that the Completion Certificates of above works are enclosed with the Bid Documents.

- 1 Details mentioned in the above Form are as per Completion Certificates and have not been presumed.
- 2 If any detail is not mentioned in the Work Completion Certificate, documentary proof of detail is to be submitted and uploaded on Tender Website along with the Completion Certificate.

**Signature of Bidder with Seal**



## Appendix-I – Annex-II C - Technical Capacity of the Bidder

### TDS DETAILS OF PROJECTS (Details to be filled online)

S. No.	Name of Work	Name of Clients	Project Cost in Crores	No. And Date of Completion Certificate	Cost of the work on completion in Crores	Payments Received as per TDS In Crores	TDS Corresponding to the Payments
1.							
2.							
3.							

**Note: Value of Work done will be considered commensurate with value of TDS Certificates**

#### Signature of Bidder with Seal

1. Experience for any activity relating to an Eligible Project shall not be claimed twice. In other words, no double counting in respect of the same experience shall be permitted in any manner whatsoever.
2. Certificate from the Bidder's statutory auditor or its respective clients must be furnished as per formats below <sup>@</sup> for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder may provide the requisite certification.
3. If the Bidder is claiming experience it should provide a certificate from its statutory auditors or the client in the format below:
4. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Score.
5. In case of work done Outside India, the Contractor will get their certificate in English Language from the Indian Embassy /Consulate / High Commission in the respective country as an Affidavit for the correctness of their work experience outside India in case of Joint Venture Bidding.

**Certificate from the Statutory Auditor/ Client regarding construction works<sup>@</sup>**

Based on its books of accounts and other published information authenticated by it, {this is to certify that ..... (Name of the Bidder) was engaged by..... (Title of the project company) to execute ..... (Name of project) for ..... (Nature of project)}. The construction of the project commenced on ..... (Date) and the project was/ is likely to be commissioned on ..... (Date, if any). It is certified that Bidder received payments from its Clients for Construction Works executed by them, in the aforesaid construction works.

We further certify that the total estimated capital cost of the project is Rs. .... cr. (Rupees .....crore), of which the Bidder received Rs. .... cr. (Rupees..... crore), in terms of [Clauses 3.2.1](#) and [3.2.2](#) of the RFQ cum RFP, during the past five financial years as per year-wise details noted below:

It is further certified that the receipts indicated above are restricted to the share of the Bidder who undertook these works as a partner or a member of joint venture/consortium.

We further certify that Bidder has a share of % in the Joint Venture / Consortium

Name of the audit firm:

Date:

authorized Signatory

**Appendix-I – Annex-II D - Technical Capacity of the Bidder**

**Draft Proforma for Work Experience Certificate from Clients/ Statuary Auditor of the Bidder. \***

**Name of Contractor:** .....

1	Name of work / project & Location				
2	Name and Address of the Clients				
3	Agreement Amount				
4	Estimated Cost				
4	Tender Amount				
5	Cost of work on completion				
6	Date of start				
7	Stipulated date of completion.				
8	Actual date of completion/ likely date of completion				
9	Amount of compensation levied for delayed completion, if any				
10	Type of Work: Residential/ Non-Residential Building				
11	Total Built up Area of the Project				
12	RCC Framed Structure or other type of Structure				
13	No. of Basements in any Building of this work				
14	Maximum Height of any Building of this work				
15	Maximum No. of storeys of any Building of this work				
16.	Performance report	Very Good	Good	Fair	Poor
(a)	Quality of work.	Very Good	Good	Fair	Poor
(b)	Resourcefulness	Very Good	Good	Fair	Poor
(c)	Financial soundness	Very Good	Good	Fair	Poor
(d)	Technical proficiency	Very Good	Good	Fair	Poor
(e)	General behavior	Very Good.	Good	Fair	Poor

The Experience Certificate is to be submitted separately for each work duly signed by Executive Engineer or above rank for Govt. Work.

\*All copy of certificates should be certified by the person authorized to sign the bid.

**Date**

**Name & Designation**

**Signature with Seal**

## Appendix-I – Annex-III A - Financial Capacity of the Bidder

### COMPLETE FINANCIAL DETAILS

(Details to be filled online)

Tender For: .....

#### MANDATORY INFORMATION DOCUMENTS:

		Year 5	Year 4	Year 3	Year 4	Year 1 (last Financial Year)
i)	Profit/Loss					
ii.)	Average Annual Financial turnover as on 31 <sup>st</sup> March of last FY					
iii.)	Net Worth (paid up capital + reserves) as on 31 <sup>st</sup> March of last FY					
iv)	Working Bid Capacity= [AxNx2]-B					

1. Summarized page of Audited Profit & Loss Account of previous five Financial Years duly certified by the Statutory Auditor is to be submitted.
2. Summarized page of Audited Balance Sheet of last Financial Year (ending 31<sup>st</sup> March of preceding FY) duly certified by the chartered account, is to be submitted.
3. In case the Bidder does not have a statutory auditor, it may provide the certificate from its Chartered Accountant

**Signature of Statutory  
Auditor with Seal**

**Seal and Signature  
of bidder**

## Appendix-I – Annex-III B - Financial Capacity of the Bidder

(Refer to [Clauses 2.2.2\(B\)](#), [2.2.4 \(ii\)](#) and [3.4](#) of the RFQ cum RFP)

(In Rs. crore)

Bidder type	Net Cash Accruals					Net Worth <sup>£</sup>
(1)	Year <b>1</b> (2)	Year <b>2</b> (3)	Year <b>3</b> (4)	Year <b>4</b> (5)	Year <b>5</b> (6)	Year <b>1</b> (7)
Single entity Bidder or Lead Member including other members of the Joint Venture						
<b>TOTAL</b>						

Name & address of Bidder's Bankers:

For conversion of other currencies into rupees refer [clause 2.2.6 \(i\)](#).  
The Bidder should provide details of its own Financial Capacity.

### Instructions:

- The Bidders shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date.

The financial statements shall:

- reflect the financial situation of the Bidders;
  - be audited by a statutory auditor;
  - be complete, including all notes to the financial statements; and
  - Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- Net Cash Accruals shall mean Profit after Tax + Depreciation.

3. Net Worth shall mean shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to [Clause 2.2.12](#).
5. In the case of a Joint Venture, a copy of the Jt. Bidding Agreement shall be submitted in accordance with [Clause 2.2.6 \(g\)](#) of the RFQ cum RFP document.
6. The Bidder shall also provide the name and address of the Bankers to the Bidder.
7. The Bidders shall provide an Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with [Clause 2.2.4 \(ii\)](#) of the RFQ cum RFP document.

## Appendix-I - Annex-III C - Financial Capacity of the Bidder

### Information required to evaluate the BID Capacity under [clause 2.2.2\(B\) \(b\)](#)

**To calculate the value of "A"**

1. A table containing value of Civil Engineering Works in respect to Projects (EPC Contract/ Item Rate Contract/ Construction works) undertaken by the Bidder during the last 5 years is as follows:

Sl. No	Year	Value of Civil Engineering Works Undertaken w.r.t. Projects (Rs. In Crores)
1	2016-17/ 2016	
2	2015-16/ 2015	
3	2014-15/2014	
4	2013-14/2013	
5	2012-13/2012	

2. Maximum value of projects that have been undertaken during the F.Y. \_\_\_\_\_ out of the last 5 years and value thereof is Rs. Crores (Rupees \_\_\_\_\_). Further, value updated to the price level of the year indicated in Appendix is as follows:

$$\text{Rs. Crores } x \frac{\text{_____}}{\text{_____}} \text{ (Updation Factor as per Appendix) = Rs. _____ Crores}$$

(Rupees)

<p>.....                  .....                  Signature, name and designation of                  Authorised Signatory</p> <p>For and on behalf of ..... (Name                  of the Applicant)</p>
--

<p>.....                  .....                  Name of the Statutory Auditor's firm:                  Seal of the audit firm: (Signature, name and                  designation and Membership No. of                  authorised signatory)</p>
--

**To calculate the value of "B"**

A table containing value of all the existing commitments and on-going workings to be completed during the next years is as follows:

Sl. No.	Name of Project/Work	Percentage Of participation of Bidder in the project	Stipulated period of completion as per Agreement /LOA	Value of contract as per Agreement /LOA	Value of work completed	Balance value of work to be completed	Anticipated date of completion	Balance value of work at 2017-16 price level
				Rs. in Crore	Rs. in Crore	Rs. in Crore		Rs. in Crore
1	2	3	4	5	6	7	8	9 (3x 7 x #)

# Updation Factor as given below:

For Year	F.Y. / Calendar Year	Updation Factor
Base	2017-18/2017	1.00
-1	2016-17/2016	1.06
-2	2015-16/2015	1.12
-3	2014-15/2014	1.18
-4	2013-14/2013	1.24
-5	2012-13/2012	1.30

The Statement showing the value of all existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works mentioned above is verified from the certificate issued that has been countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects **or** Concessionaire / Authorized Signatory of the Employer in respect of EPC Projects.

.....  
 .....  
 Signature, name and designation of  
 Authorised Signatory

For and on behalf of ..... (Name  
 of the Applicant)

.....  
 .....  
 Name of the Statutory Auditor's firm:  
 Seal of the audit firm: (Signature, name and  
 designation and Membership No. of  
 authorised signatory)



### **Appendix-I – Annex-IV Statement of Legal Capacity**

*(To be forwarded on the letterhead of the Bidder / Lead Member of Joint Venture)*

Ref Date:

**To,**

Dear Sir,

We hereby confirm that we/ our members in the Joint Venture (constitution of which has been described in the bid) satisfy the terms and conditions laid out in the RFQ cum RFP document.

We have agreed that (insert member's name) will act as the Lead Member of our Joint Venture.\*

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the Joint Venture on its behalf\* and has been duly authorized to submit the RFQ cum RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

*\*Please strike out whichever is not applicable.*

## Appendix-I B- Letter comprising the Financial BID

*(Refer Clauses 2.13.1 and 2.19)*

Sub: BID for \*\*\* \*\* Project

Dated:

Dear Sir,

With reference to your RFQ cum RFP document dated \*\*\* \*\*, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

2. I/ We acknowledge that the Employer will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
3. The Bid price has been quoted by me/us after taking into consideration of all the terms and conditions stated in the RFQ cum RFP, EPC Agreement, Schedules, Drawings, all the documents provided in the tender document package, our own estimates of Costs and after careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project and we understand that no additional payments shall be allowed on the basis of change in site parameters at a later date.
4. I/We acknowledge the right of the Employer to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
6. I/ We shall keep this offer valid for 180 (one hundred and Twenty) days from the BID Due Date specified in the RFQ cum RFP.
7. I/ We understand that SPV/DMICDC is not bound to accept the lowest or any tender it may receive.
8. I/ We hereby submit our BID and offer a BID Price of Rs. ....  
(Rs..... in words) as detailed in Price Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

Yours faithfully,

Date:

(Signature, name and designation of  
Authorised Signatory)

Place:

Name & seal of Bidder/Lead Member:.....

### **Appendix- I B – Annex- I PRICE BID**

Based on the scope of work, drawings, specifications, tender conditions, corrigendum (if any), bidder shall quote lump sum price against each of the subheads as listed below. All these documents shall be read in conjunction with each other for the most stringent requirements to follow & any discrepancy among these referenced documents must be brought to the notice prior to submission of bid:

Contractor shall submit a separate sheet with percentage breakup of sub-heads under each structure / building of this Price-bid. These subheads or works / items should be such which are required to complete that particular structure / building and shall be considered in the Stage-payment schedule in conjunction with resource planning and quarterly milestones of the project at the time of bid- submission. These % (percentage) breakup of the sub heads of various stages or works under each structure / building shall be required to be substantiated with calculations to justify each % (percentage) break-up at the time of bid submission.

The % (percent) break-ups of each structure / building of the price bid with their substantiations shall be further discussed and edited with additions, justifications/ Clarifications after the award, if required, and shall be made part of the Contract Agreement after approval by Client, for the successful bidder

**PART-A: COST OF BUILDING WORKS (Fully facilitated as per Scope, Design Basis Report, Technical Specifications, Design Intent, Tender Drawings & Tender Documents in complete)**

Sr. No.	ITEM DESCRIPTION	AMOUNT
<b>1)</b>	<b>Exhibition Hall No. 1</b>	
a)	Civil works including structural steel, roofing complete	= Rs.
b)	Internal Finishing including Acoustics and Special Finishes complete	= Rs.
c)	External Finishes including Façade, Special Finishes	= Rs.
d)	Plumbing works	= Rs.
e)	Electrical works	= Rs.
f)	Lift, Escalators & travellers	= Rs.
g)	HVAC works	= Rs.

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Sr. No.	ITEM DESCRIPTION	AMOUNT
h)	Firefighting works	= Rs.
i)	ICT, AV system, Security & Surveillance	= Rs.
j)	Lighting	= Rs.
k)	Misc. works	= Rs.
	<b>SUB TOTAL 1</b>	= Rs.
<b>2)</b>	<b>Exhibition Hall No. 2</b>	
a)	Civil works including structural steel	= Rs.
b)	Internal Finishing including Acoustics and Special Finishes	= Rs.
c)	External Finishes including Façade, Special Finishes	= Rs.
d)	Plumbing works	= Rs.
e)	Electrical works	= Rs.
f)	Lift, Escalators & travellers	= Rs.
g)	HVAC works	= Rs.
h)	Firefighting works	= Rs.
i)	ICT & AV system	= Rs.
j)	Lighting	= Rs.
k)	Misc. works	= Rs.

Sr. No.	ITEM DESCRIPTION	AMOUNT
	<b>SUB TOTAL 2</b>	= Rs.
<b>3)</b>	<b>Foyer including Basement in front of Exhibition Hall No. 1</b>	
a)	Civil works including structural steel	= Rs.
b)	Internal Finishing including Acoustics and Special Finishes	= Rs.
c)	External Finishes including Façade, Special Finishes	= Rs.
d)	Plumbing works	= Rs.
e)	Electrical works	= Rs.
f)	Lift, Escalators & travellers	= Rs.
g)	HVAC works	= Rs.
h)	Firefighting works	= Rs.
i)	ICT & AV system	= Rs.
j)	Lighting	= Rs.
k)	Misc. works	= Rs.
	<b>SUB TOTAL 3</b>	= Rs.
<b>4)</b>	<b>Foyer including Basement in front of Exhibition Hall No. 2</b>	
a)	Civil works including structural steel	= Rs.
b)	Internal Finishing including Acoustics and Special Finishes	= Rs.
c)	External Finishes including Façade, Special Finishes	= Rs.

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<b>Sr. No.</b>	<b>ITEM DESCRIPTION</b>	<b>AMOUNT</b>
d)	Plumbing works	= Rs.
e)	Electrical works	= Rs.
f)	Lift, Escalators & travellers	= Rs.
g)	HVAC works	= Rs.
h)	Firefighting works	= Rs.
i)	ICT & AV system	= Rs.
j)	Lighting	= Rs.
K)	Misc. works	= Rs.
	<b>SUB TOTAL 4</b>	= Rs.
<b>5)</b>	<b>Convention Centre</b>	
a)	Civil works including structural steel	= Rs.
b)	Internal Finishing including Acoustics and Special Finishes	= Rs.
c)	External Finishes including Façade, Special Finishes	= Rs.
d)	Plumbing works	= Rs.
e)	Electrical works	= Rs.
f)	Lift, Escalators & travellers	= Rs.
g)	HVAC works	= Rs.
h)	Firefighting works	= Rs.
i)	ICT & AV system	= Rs.

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<b>Sr. No.</b>	<b>ITEM DESCRIPTION</b>	<b>AMOUNT</b>
j)	Lighting	= Rs.
k)	Misc. works	= Rs.
	<b>SUB TOTAL 5</b>	= Rs.
<b>6)</b>	<b>Exhibition hall -3 ( basement )</b>	
a)	Civil works including structural steel	= Rs.
b)	Internal Finishing including Acoustics and Special Finishes	= Rs.
c)	External Finishes including Façade, Special Finishes	= Rs.
d)	Plumbing works	= Rs.
e)	Electrical works	= Rs.
f)	Lift, Escalators & travellers	= Rs.
g)	HVAC works	= Rs.
h)	Firefighting works	= Rs.
i)	ICT & AV system	= Rs.
j)	Lighting	= Rs.
k)	Misc. works	= Rs.
	<b>SUB TOTAL 6</b>	= Rs.
<b>7)</b>	<b>Basement adjacent to Convention Centre</b>	

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<b>Sr. No.</b>	<b>ITEM DESCRIPTION</b>	<b>AMOUNT</b>
a)	Civil works including structural steel	= Rs.
b)	Internal Finishing including Acoustics and Special Finishes	= Rs.
c)	External Finishes including Façade, Special Finishes	= Rs.
d)	Plumbing works	= Rs.
e)	Electrical works	= Rs.
f)	Lift, Escalators & travellers	= Rs.
g)	HVAC works	= Rs.
h)	Firefighting works	= Rs.
i)	Pneumatic Solid waste Plant	= Rs.
j)	ICT & AV system	= Rs.
k)	Lighting	= Rs.
l)	Misc. works	= Rs.
	<b>SUB TOTAL 7</b>	= Rs.
<b>8)</b>	<b>Electrical Substation</b>	
a)	Civil works including structural steel	= Rs.
b)	Internal Finishing including Acoustics and Special Finishes	= Rs.
c)	External Finishes including Façade, Special Finishes	= Rs.



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<b>Sr. No.</b>	<b>ITEM DESCRIPTION</b>	<b>AMOUNT</b>
d)	Plumbing works	= Rs.
e)	Electrical works	= Rs.
f)	Lift, Escalators & travellers	= Rs.
g)	HVAC works	= Rs.
h)	Firefighting works	= Rs.
i)	ICT & AV system	= Rs.
j)	Lighting	= Rs.
k)	Transformers	= Rs.
l)	Misc. works	= Rs.
	<b>SUB TOTAL 8</b>	= Rs.
<b>9)</b>	<b>DG Building</b>	
a)	Civil works including structural steel	= Rs.
b)	Internal Finishing including Acoustics and Special Finishes	= Rs.
c)	External Finishes including Façade, Special Finishes	= Rs.
d)	Plumbing works	= Rs.
e)	Electrical works	= Rs.
f)	Lift, Escalators & travellers	= Rs.
g)	HVAC works	= Rs.

Sr. No.	ITEM DESCRIPTION	AMOUNT
h)	Firefighting works	= Rs.
i)	ICT & AV system	= Rs.
j)	Lighting	= Rs.
k)	Diesel Generators	= Rs.
l)	Cooling Towers	= Rs.
m)	Misc. works	= Rs.
	<b>SUB TOTAL 9</b>	= Rs.
<b>10)</b>	<b>Fire Station &amp; Disaster Management Building including Medical Centre</b>	
a)	Civil works including structural steel	= Rs.
b)	Internal Finishing including Acoustics and Special Finishes	= Rs.
c)	External Finishes including Façade, Special Finishes	= Rs.
d)	Plumbing works	= Rs.
e)	Electrical works	= Rs.
f)	Lift, Escalators & travellers	= Rs.
g)	HVAC works	= Rs.
h)	Firefighting works	= Rs.
i)	ICT & AV system	= Rs.
j)	Lighting	= Rs.

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<b>Sr. No.</b>	<b>ITEM DESCRIPTION</b>	<b>AMOUNT</b>
k)	Misc. works	= Rs.
	<b>SUB TOTAL 10</b>	= Rs.
<b>11)</b>	<b>Plant Room &amp; Service Gallery</b>	
a)	Civil works including structural steel	= Rs.
b)	Internal Finishing including Acoustics and Special Finishes	= Rs.
c)	External Finishes including Façade, Special Finishes	= Rs.
d)	Plumbing works	= Rs.
e)	Electrical works	= Rs.
f)	Lift, Escalators & travellers	= Rs.
g)	HVAC works	= Rs.
h)	Firefighting works	= Rs.
i)	ICT & AV system	= Rs.
j)	Lighting	= Rs.
k)	Misc. works	= Rs.
	<b>SUB TOTAL 11</b>	= Rs.
	<b>GRAND TOTAL(A)</b>	= Rs.

**PART-B: COST OF INFRASTRUCTURE (Fully facilitated as per Scope, Design Basis Report, Technical Specifications, Design Intent, Tender Drawings & Tender Documents in complete)**

Sr. No.	ITEM DESCRIPTION	AMOUNT
1)	<b>Service Gallery</b>	
a)	Civil works including structural steel	= Rs.
b)	Finishing works	= Rs.
c)	Plumbing works	= Rs.
d)	HSD Distribution line	= Rs.
e)	PNG line	= Rs.
f)	Electrical works	= Rs.
g)	HVAC works	= Rs.
h)	Firefighting works	= Rs.
i)	Solid Waste pipe Network	= Rs.
j)	ICT & AV system	= Rs.
k)	Lighting	= Rs.
l)	Misc. works	= Rs.
2)	Central Control & Command Centre	= Rs.
3)	Electrical Equipment (High Side) including Cabling upto the buildings	= Rs.
4)	HVAC Equipments (High Side) including chilled Water, hot Water and condenser Piping upto the buildings	= Rs.

<b>Sr. No.</b>	<b>ITEM DESCRIPTION</b>	<b>AMOUNT</b>
5)	External Plumbing and Mechanical Equipment including Piping upto the buildings and within complex	= Rs.
6)	External Fire-fighting and Mechanical Equipment including Piping upto the buildings and within complex and Yard Hydrants for the whole complex	= Rs.
7)	External Sewage System upto the STP	= Rs.
8)	External Storm Water drainage including Rain Water Harvesting System	= Rs.
9)	Pneumatic Solid Waste Management system including inlets and piping,	= Rs.
10)	Solid Waste Plant and Compost Plant including Transport Vehicles,	= Rs.
11)	STP and Pumps	= Rs.
12)	WTP and Pumps	= Rs.
13)	<b>Landscaping</b>	
a)	Softscape & Hard scape, Horticulture	= Rs.
b)	Irrigation & drainage	= Rs.
c)	water bodies, Fountain	= Rs.
d)	Plazas, Pergolas & Canopies	= Rs.
e)	Street Furniture	= Rs.
14)	Pathways & Walkway	= Rs.
15)	Open Exhibition Area	= Rs.
16)	Roads, Ramps, Tunnels	= Rs.
17)	External area Lighting	= Rs.
	<b>GRAND TOTAL(B)</b>	= Rs.

**PART-C: COST OF SPECIALISED WORKS (Fully facilitated as per Scope, Design Basis Report, Technical Specifications, Design Intent, Tender Drawings & Tender Documents in complete)**

The Following works shall be quoted separately Client reserves the right to include or exclude this work while awarding the contract.

<b>Sr. No.</b>	<b>ITEM DESCRIPTION</b>	<b>AMOUNT</b>
<b>1)</b>	Retractable seating (Automatic)	
a)	Convention Centre	= Rs.
b)	Exhibition Hall	= Rs.
<b>2)</b>	LED on External Facade	= Rs.
<b>3)</b>	Sliding folding / Vertical Partitions (Automatic)	= Rs.
a)	Sliding/Folding Acoustic Partitions.	= Rs.
b)	Vertically Retractable Non Acoustic, Partitions	= Rs.
<b>4)</b>	Internal / External Signage	= Rs.
	<b>GRAND TOTAL(C )</b>	= Rs.

**NOTE :**

1. The cost of the tender shall be the total of all three parts and for all the above items (in Part-A, Part-B and Part-C above) to include all items as mentioned in the Scope of works, Specifications and works as indicated in the drawings.
2. The costs mentioned to also include the cost of all temporary works and activities required to complete the works, taxes, royalties, departmental fees for various sanctions and approvals, etc., unless specifically mentioned otherwise.
3. The total price quoted for the EPC tender should include the items, components & equipments as per the scope of work, technical specifications, design basis report, drawings given in the tender documents and should also include all costs towards taxes, insurances, packaging, freight, customs duties, clearances, forwarding and all government applicable taxes.

The list in the price-bid of the tender document is indicative and not to be limited to these heads in the price-bid. The client will not reimburse any other amount over and above the total quoted price. Payment shall be made as per the approved stages of payment schedules submitted by the bidder on the basis of the approved project schedule.

## Appendix-II Format for Power of Attorney for signing of Bid

(Refer Clause 2.2.5)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), ..... son/daughter/wife of..... and presently residing at....., who is presently employed with us/ the Lead Member of our Joint Venture and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") 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 submission of our bid for the IICC Project proposed or being developed by the SPV/DMICDC (the "Employer") including but not limited to signing and submission of all bids and other documents and writings, participate in Bids and other conferences and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts including the EPC Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or until the Appointed Date under EPC Agreement

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney 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 Attorney 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 ..... 2.....

For

.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised Signature)

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.*
- + *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- + *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.*

### **Appendix-III Format for Power of Attorney for Lead Member of Joint Venture**

*(Refer Clause 2.2.5)*

Whereas the ("the Employer") has invited bids from interested parties for the IICC Project (the "Project").

Whereas, .....and (collectively the "Joint Venture") being Members of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the Request for Qualification (RFQ) cum Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Joint Venture to designate one of them as the Lead Member with all necessary power and Employer to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture's bid for the Project and its execution.

**NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS**

We, ..... having our registered office at , M/s. having our registered office at ..... M/s. having our registered office at , and having our registered office at .....(hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S having its registered office at ..... being one of the Members of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the bidding process and, in the event the Joint Venture is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Joint Venture and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Employer, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture's bid for the Project and/ or upon award thereof until the Appointed Date under the EPC Agreement .

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney 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 Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Joint Venture.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)  
(Name & Title)

For .....  
(Signature)  
(Name & Title)

Witnesses: 1.

2.

.....

(Executants)

(To be executed by all the Members of the Joint Venture)

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.*

+ *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

+ *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. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*



**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ cum RFP.

**2. Joint Venture**

2.1 The Parties do hereby irrevocably constitute a Joint Venture (the “**Joint Venture**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly.

**3. Covenants**

The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall enter into an EPC Agreement with the Employer for performing all its obligations as the Contractor in terms of the EPC Agreement for the Project.

**4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and until the Appointed Date under the EPC Agreement;

Shareholding

(b) Party of the Second Part shall be {the Member of the Joint Venture; and }

{(c) Party of the Third Part shall be the Member of the Joint Venture. }

**5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Tender Documents, till such time as the completion of the defects Liability period in accordance with the Contract.

The Parties do hereby undertake and declare that the Lead Member shall represent all the members of the Joint Venture and shall at all times be liable and responsible for discharging the functions and obligations of the Joint Venture; and that each member of the joint Venture shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the Employer shall be entitled to rely upon any such action, decision or communication of the Lead Member. The Employer shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible or liable for the inter se allocation of payments among members of the Joint Venture.

- 6. Share of work in the Project** – the Bid should include a brief description of the roles and responsibilities of individual members with their share of percentages, particularly with reference to financial, technical and defects liability obligations;

**7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized 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 Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, 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 organizational documents thereof;
  - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument 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 liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

- (d) 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 fulfillment of its obligations under this Agreement.

**8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the “Defects Liability Period”) is achieved under and in accordance with the EPC Agreement, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not selected or upon return of the Bid Security by the Employer to the Bidder, as the case may be.

**9. Miscellaneous**

- 9.1 This Joint Bidding Agreement shall be governed by laws of {India}.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Employer.

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

SIGNED, SEALED AND DELIVERED                      SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:    SECOND PART

(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)  
(Name)  
(Designation)  
(Address)

In the presence of:

- 1.
- 2.

**Notes:**

1. The mode of the execution of the Joint Bidding Agreement 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.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.



## **Appendix- V Guidelines of the Department of Disinvestment**

(Refer [Clause 1.2.1](#))

No. 6/4/2001-DD-II

Government of India

Department of Disinvestment

Block 14, CGO Complex

New Delhi.

Dated 13<sup>th</sup> July, 2001.

### **OFFICE MEMORANDUM**

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory Employer that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary to the Government of India

## **Appendix-VI- Bank Guarantee for BID Security**

(Refer [Clauses 1.2.4](#))

B.G. No. Dated:

1. In consideration of you, \*\*\* \*\*, having its office at \*\*\* \*\*, (hereinafter referred to as the “Employer”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of ..... and having its registered office at ..... (and acting on behalf of its JV) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the \*\*\* \*\* Project on [EPC] basis (hereinafter referred to as “the Project”) pursuant to the RFQ cum RFP Document dated ..... issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of [Clause 1.2.4](#) & [2.23](#) of the RFQ cum RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFQ cum RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Employer an amount of Rs. \*\*\* \*\* (Rupees \*\*\* \*\* only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Employer stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Employer is disputed by the Bidder or not, merely on the first demand from the Employer stating that the amount claimed is due to the Employer by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents 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. \*\*\*\*\* (Rupees \*\*\* \*\* only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the BID Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Employer and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Employer shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Employer that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Employer shall be entitled to treat the Bank as the principal debtor. The Employer 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 Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Employer, and the Bank shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Bidder or by any change in the constitution of the Employer 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.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
9. 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 authorized to receive the said notice of claim.
10. It shall not be necessary for the Employer to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Employer may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Employer in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. \*\*\* crore (Rupees \*\*\* \*\* crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Employer serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [\*\*\* (indicate date falling 180 days after the BID Due Date)].

Signed and Delivered by ..... Bank

By the hand of Mr./Ms ....., its ..... and authorized official.

(Signature of the Authorised Signatory)

(Official-Seal)

## Appendix-VII- Integrity Pact

[\(Refer Clause 2.24\)](#)

BETWEEN

SPV hereinafter referred to as "The Principal/ Employer" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

AND

.....hereinafter referred to as "The Bidder / Contractor" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

### Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) for (Name of the contract) (hereinafter referred to as the 'Project'). The Principal necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Integrity Pact by all parties concerned, for all works covered in the Project.

### **Section 1: Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Principal, personally or through family members or through any other channel, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit, which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Contractor(s)/Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Contractor(s)/Bidder(s) the same information and will not provide to any Contractor(s) /Bidder(s), confidential/additional information through which the Contractor(s)/Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons. The Principal shall obtain bids from only those parties who have been short-listed or pre-qualified or through a process of open advertisement/ web publishing or any combination thereof.
- (2) If the Principal obtains information on the conduct of any of its employees, Contractor(s) and/or Bidder(s), which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer

and **subject to its discretion**, can **additionally** initiate disciplinary actions.

- (3) The Principal will enter into agreements with identical conditions with all Contractor(s)/Bidder(s) **for the different Work Packages in the aforesaid Project.**
- (4) The Principal will disqualify from the tender process all Contractor(s)/Bidder(s); who do not sign this Pact or violate its provisions.

## **Section 2: Commitments of the Bidder(s) / Contractor(s)**

- (1) The Bidder(s) / Contractor(s) commit(s) itself/themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - (a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage, of any kind whatsoever, during the tender process or during the execution of the contract.
  - (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - (c) The Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
  - (e) The Bidder(s) / Contractor(s) will, when submitting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section 3: Disqualification from tender process and/or exclusion from future contracts.**

- (1) If the Bidder(s) / Contractor(s), before awarding the Project or during execution has committed a transgression by violating Section 2 above or in any other form so as to put his reliability or credibility in question, the Principal, at its sole discretion, is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or terminate the contract, if already awarded, for that reason, without prejudice to any other legal rights or remedies available to the Principal under the relevant clauses of EPC Agreement, Schedules of the tender/contract.
- (2) If the Contractor(s)/Bidder(s) has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal will also be entitled to exclude such Contractor(s)/Bidder(s) from future tenders/contract award processes. The imposition and duration of the exclusion will be determined by the Principal, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/or the amount of the damage.
- (3) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the contractor has committed a transgression, through a violation of any of the terms under Section 2 above or any other term(s) of this Pact, during the execution of contract, the Principal will be entitled to exclude the contractor from further tender/contract award processes.
- (4) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.
- (5) If the Contractor(s)/Bidder(s) can prove that he has restored/recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

**Section 4: Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the awarding of the Project according to Section 3, the Earnest Money Deposit (EMD)/ Bid Security furnished, if any, along with the offer, as per terms of the Invitation of Tender, shall also be forfeited. The Bidder(s)/Contractor(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Contractor(s)/Bidder(s) as may be imposed by the Principal, in terms of Section 3 above.
- (2) If, at any time after the awarding of the Project, the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Security Deposit/Performance Bank Guarantee furnished by the contractor, if any, as per the terms of the NIT/Contract shall be forfeited without prejudice to any other legal rights and remedies available to the Principal under the relevant clauses of General/ Special Conditions of Contract.



The Contractor(s)/Bidder(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Bidder(s)/Contractor(s), as may be imposed by the Principal in terms of Section 3 above.

#### **Section 5: Previous transgression**

- (1) The Bidder(s)/Contractor(s) herein declares that it has committed no transgressions in the last 3 years with any other Company in any country conforming to the anti-corruption approach as detailed herein or with government/ any other Public Sector Enterprise in India that could justify its exclusion from the tender process.

If at any point of time during the tender process or after the awarding of the Contract, it is found that the Bidder(s)/Contractor(s) has made an incorrect statement on this subject, he can be disqualified from the tender process or if, as the case may be, that the Contract, is already awarded, it will be terminated for such reason and the Bidder(s)/Contractor(s) can be black listed in terms of Section 3 above.

#### **Section 6: Independent External Monitor / Monitors**

- (1) The Principal shall, in case where the Project Value is in excess of Rs \_\_\_\_\_ crore and above, appoint competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission. The Monitor shall review independently, the cases referred to it to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.
- (2) In case of non-compliance of the provisions of the Integrity Pact, the complaint/ non-compliance is to be lodged by the aggrieved party with the Nodal Officer only, as shall be appointed by the SPV. The Nodal Officer shall refer the complaint/ non-compliance so received by him to the aforesaid Monitor.
- (3) The Monitor will not be subject to any instructions by the representatives of the parties and will perform its functions neutrally and independently. The Monitor shall report to the SPV.
- (4) The Bidder(s) / Contractor(s) accepts that the Monitor shall have the right to access, without restriction, all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality.
- (5) The Principal will provide to the Monitor, sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor.
- (6) As soon as the Monitor notes, or believes to note, a violation of this Pact, he will so inform the Principal and request the Principal to discontinue and/or take corrective action, or to take other relevant action(s). The Monitor can in this regard submit non-binding recommendations. However, beyond this, the Monitor has no right to demand from the parties that they act in a specific manner and/or refrain from action and/or tolerate action.

- (7) The Monitor will submit a written report to the SPV within 4 to 6 weeks from the date of reference or intimation to it and, should the occasion arise, submit proposals for corrective actions for the violation or the breaches of the provisions of the agreement noticed by the Monitor.
- (8) If the Monitor has reported to the SPV of a substantiated suspicion of an offence under relevant IPC/PC Act, and the SPV has not, within the reasonable time taken visible action to proceed against such offence or reported it to the SPV, the Monitor may also transmit this information directly to the SPV.
- (9) The word 'Monitor' means Independent External Monitor and includes both singular and plural forms.

#### **Section 7 Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder/Contractor or any employee or a representative or an associate of a Bidder/Contractor, which constitutes a criminal offence under the IPC/PC Act, or if the Principal has substantive suspicion in this regard, the Principal will forthwith inform the same to the SPV.

#### **Section 8 - Duration of the Integrity Pact**

This Pact shall come into force when both parties have legally signed it. The Pact shall expire, in case of the Contractor(s), 3 (three) months after the last payment under the Contract is made and in case of the unsuccessful Bidder(s), 2 (two) months after the contract for the project has been awarded.

If any claims is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by SPV.

The Bidder(s)/Contractor(s), however, understands and agrees that even upon the completion of the Project and/or the last payment under the Contract having been made, if any transgression/violation of the terms of this Pact comes/is brought to the notice of the Principal, it may, subject to its discretion, blacklist and/or exclude such Bidder(s)/Contractor(s) as provided for in Section 3, without prejudice to any other legal right or remedy so available to the Principal.

#### **Section 9 - Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid and binding. In such a case, the parties will strive to come to an agreement in accordance to their original intentions.

Detailed Design, Construction, Testing & Commissioning of India International Convention & Expo Centre at Sector 25, Dwarka, New Delhi on EPC Basis

- (5) Wherever he or his as indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

(For & On behalf of the Principal)  
Contractor)  
(Office Seal)

(For & On behalf of Bidder/  
(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1: (Name & Address)

\_\_\_\_\_  
\_\_\_\_\_

Witness 2: (Name & Address)

\_\_\_\_\_

{ COUNTERSIGNED and accepted by:

JV Partner }

## **Appendix-VIII- NON-DISCLOSURE AGREEMENT**

THIS NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into on by SPV and (name of the Bidder) between the undersigned parties on the date specified below.

WHEREAS, either Party possesses certain confidential proprietary information; and WHEREAS, in connection with the pursuit, evaluation and/or feasibility of a business relationship, and/or the consummation of a transaction (collectively, the "Business Purposes") between the two parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-venture, trading partners, employees and other organizations (hereinafter referred to as Affiliates), confidential proprietary information of one Party may become available to the other Party.

WHEREAS, either Party desires to prevent the unauthorized use and disclosure of its confidential proprietary information.

NOW THEREFORE, in consideration of these premises and for other good and valuable consideration, Receipt of which is hereby acknowledged, the parties agree as follows:

- I. **"Confidential Information"**. For purposes of this Agreement, Confidential Information shall mean all strategic and development plans, financial condition, business plans, co-developer identities, data, business records, customer lists, project records, market reports, employee lists and business manuals, policies and procedures, information relating to processes, technologies or theory and all other information which may be disclosed by one Party or to which the other Party may be provided access by the disclosing Party or others in accordance with this Agreement, or which is generated as a result of , incidental to or in connection with the Business Purposes, which is not generally available to the public.
- II. **Non-disclosure Obligations**. The Receiving Party promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, the Receiving Party further promises and agrees:
  - A. to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure;
  - B. not to use any of the Confidential Information except for the Business Purposes. C. not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by the Disclosing Party in accordance with this Non-Disclosure Agreement.
  - C. not to use any Confidential Information to unfairly compete or obtain unfair advantage vis-a-vis Disclosing Party in any commercial activity which may be Comparable to the commercial activity contemplated by the parties in connection with the Business Purposes.
  - D. to restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access to carry out the Business Purposes.

- E. to advise each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information, and, upon Request of the Disclosing Party, to provide the Disclosing Party with a copy of a written agreement to that effect signed by such persons.
  - F. to comply with any other reasonable security measures requested in writing by the Disclosing Party.
  - G. To refrain from directly contacting or communicating by whatsoever means to the Source(s) of Information without written consent of the Disclosing Party.
  - H. To undertake not to disclose any names and their particulars to third parties without the written consent by the Disclosing party.
- III. **Exceptions.** The confidentiality obligations hereunder shall not apply to Confidential Information which:
- A. is, or later becomes, public knowledge other than by breach of the provisions of this Agreement; or
  - B. is in the possession of the Party with the full right to disclose prior to its receipt from the Disclosing Party, as evidenced by written records; or
  - C. is independently received by the Receiving Party from a third party, with no restrictions on disclosure.
- IV. **Return of Confidential Information.** The Receiving Party agrees, upon termination of the Business Purposes or upon the written request of the other Party, whichever is earlier, to promptly deliver to the other Party all records, notes, and other written, printed, or tangible materials in the possession of the Receiving Party, embodying or pertaining to the Confidential Information.
- V. **No Right to Confidential Information.**
- A. The Receiving Party hereby agrees and acknowledges that no license, either express or implied, is hereby granted to the Receiving Party by the other Party to use any of the Confidential Information.
  - B. The Receiving Party further agrees that all inventions, improvements, copyrightable works and designs relating to machines, methods, compositions, or products of the other Party directly resulting from or relating to the Confidential Information and the right to market, use, license and franchise the Confidential Information or the ideas, concepts, methods or practices embodied therein shall be the exclusive property of the other Party, and the Receiving Party has no right or title thereto.

- VI. **No Warranty.** The Disclosing Party has not made and will not make any representation or warranty as to the accuracy or completeness of its Confidential Information or of any other information provided to the Receiving Party, and the Receiving Party agrees that the Disclosing Party shall have no liability resulting from the use of the Confidential Information or such other information.
- VII. **No Commitment.** The disclosure of Confidential Information does not, and is not intended to, represent a commitment by the Disclosing Party to enter into any business relationship with the Receiving Party or with any other entity. If the Parties desire to pursue business opportunities, they will execute a separate written agreement to govern such business relationship.
- VIII. **Compelled Disclosure.** If the Party faces legal action to disclose Confidential Information received under this Agreement, then the Party shall promptly notify the other Party in order that it may have the opportunity to intercede and contest such disclosure and, upon request, shall cooperate with the other Party in contesting such a disclosure. Except in connection with failure to discharge the responsibilities set forth in the preceding sentence, neither Party shall be liable in damages for any disclosures pursuant to such legal action.
- IX. **Losses.** The Receiving Party agrees to indemnify the other Party against any and all losses, damages, claims, or expenses incurred or suffered by the other Party as a result of the Receiving Party's breach of this Agreement.
- X. **Communication:** The two parties agree that the communication between the parties is considered delivered and reached other party if transmitted by fax or electronic means with proof of sending machine. The date of receiving the messages, notices or letters is the date of sending authenticated by the sending machine. All notices under this Agreement shall be deemed to have been duly given upon the mailing of the notice, postpaid to the addresses listed above, or upon the facsimile transmission, to the party entitled to such notice at the facsimile number set forth below.
- XI. **Counterparts.** Either the original or copies, including facsimile transmissions, of this Agreement, may be executed in counterparts, each of which shall be an original as against any party whose signature appears on such counterpart and all of which together shall constitute one and the same instrument.
- XII. **No Solicitation of Employees.** The Receiving Party agrees that it will not, for a period of five (5) years from the date of this Agreement, initiate contact with the other Party's employees in order to solicit, entice or induce any employee of the other Party to terminate an employment relationship with the other Party to accept employment with the Receiving Party.
- XIII. **Term and Termination.** This Agreement shall commence on the date first written above. The Receiving Party's right to use the Confidential Information in connection with the Business Purposes shall continue in effect until the period of one year from the date above or the other Party provides the Receiving Party with written notice of termination of such right, whichever is earlier. Notwithstanding the foregoing, the Receiving Party's obligations with respect to the Confidential Information hereunder shall continue in full force for at least five years from the termination date and/or effect until further notice from the other Party.

- XIV. **Remedies.** The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate. Such right of the Disclosing Party shall be in addition to Remedies otherwise available to the Disclosing Party at law or in equity.
- XV. **Entire Agreement.** This Agreement embodies the entire understanding between the parties respecting the subject matter of this Agreement and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties respecting the subject matter of this Agreement. This Agreement shall not be modified except by a writing duly executed on behalf of the party against whom such modification is sought to be enforced. Should any provisions of this Agreement be found unenforceable, the remainder shall still be in effect.
- XVI. **No Waiver.** The failure of either Party to require performance by the other Party of any provision of this Agreement shall in no way effect the full right to require such performance at any time thereafter.
- XVII. **Successors and Assigns.** Neither shall any Party have any right to assign its rights under this Agreement, whether expressly or by operation of law, without the written consent of the other Party. This Agreement and the Party's obligations hereunder shall be binding on their Representatives, permitted assigns, and successors of the Parties and shall ensure to the benefit of Representatives, assigns and successors of the Parties.
- XVIII. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of India and the Party's country laws on equal force. If there is any conflict of laws, the law of India shall prevail.
- XIX. **Attorneys' Fees.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to attorneys' fees.
- XX. **Modification:** This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the Agreement.
- XXI. **Legal Address of the Parties:**

**Party A:**

**Party B:**