

**DELHI MUMBAI INDUSTRIAL CORRIDOR DEVELOPMENT CORPORATION LTD.**

**International Competitive Bidding**

**SELECTION OF OPERATOR FOR INDIA INTERNATIONAL CONVENTION & EXPO  
CENTRE AT DWARKA, NEW DELHI**

**Request for Proposals**

**October 14, 2017**

**Delhi Mumbai Industrial Corridor Development Corporation Ltd.**

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**Delhi Mumbai Industrial Corridor Development Corporation Ltd.  
INTERNATIONAL COMPETITIVE BIDDING**

**Request for Proposals for Selection of Operator for India International Convention & Expo  
Centre at Dwarka, New Delhi  
October 14, 2017**

In the absence of world class exhibition and conference facilities, India has not enjoyed the benefits of the market, both Asian and global, for meetings, incentives, conferencing and exhibitions. In order to capitalize on this vast market potential, drive India's industry and associated programmes such as Make in India, and to promote tourism, trade and commerce, the Department of Industrial Policy and Promotion, through the Delhi Mumbai Industrial Corridor Development Corporation Limited, has taken the initiative to develop India International Convention & Expo Centre ("IICC"), a state-of-the-art exhibition cum convention centre at Dwarka, New Delhi, as a flagship project.

Delhi Mumbai Industrial Corridor Development Corporation Limited invites online proposals through e-procurement in response to this "RfP" from interested applicants for the purpose of selecting an Operator for India International Convention & Expo Centre at Dwarka, New Delhi. The salient features of the project, eligibility criteria and prescribed formats for submission can be accessed in the RfP document uploaded on the website: [www.dmicdc.com](http://www.dmicdc.com), or from the Central Public Procurement Portal: <http://eprocure.gov.in>.

Interested applicants are requested to submit their proposals at Central Public Procurement Portal on or before November 28, 2017. The proposals necessarily have to be accompanied with a bank draft of USD 7700/- (Seven Thousand Seven Hundred Dollars only) or INR 5,00,000/- (Indian Rupees Five Lakh only) plus Goods and Services Tax at the applicable rates in favour of "Delhi Mumbai Industrial Corridor Development Corporation Limited", payable at New Delhi, India, as a non-refundable processing fee.

To submit their proposals online, applicants will have to procure a digital signature certificate as per the Information Technology Act, 2000 for the purpose of signing their electronic proposals. Proposals which are not digitally signed will not be accepted. Applicants shall submit their proposals in electronic format on Central Public Procurement Portal only.

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### **Disclaimer**

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1. This Request for Proposals document (“**RfP**”) is neither an agreement nor an offer by Delhi Mumbai Industrial Corridor Development Corporation Ltd. (“**SPV**”) to the prospective Applicants or any other person. The purpose of this RfP is to provide information to the interested parties that may be useful to them in the formulation of their Proposal pursuant to this RfP.
2. The SPV does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RfP and it is not possible for the SPV to consider particular needs of each party who reads or uses this RfP. This RfP includes statements which reflect various assumptions and assessments arrived at by the SPV in relation to the Operation Services. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RfP and obtain independent advice from appropriate sources.
3. The SPV will not have any liability to any prospective Applicant or any other person under any laws (including without limitation the law of contract or 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 RfP, any matter deemed to form part of this RfP, the declaration of the Selected Applicant, the information supplied by or on behalf of the SPV or its employees, any consultants, or otherwise arising in any way from the Selection Process. The SPV will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RfP.
4. The SPV will not be responsible for any delay in receiving the Proposals. The issuance of this RfP does not imply that the SPV is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Operation Services and the SPV reserves the right to accept/reject any or all of the Proposals submitted in response to this RfP at any stage without assigning any reasons whatsoever. The SPV also reserves the right to withhold or withdraw the Selection Process at any stage with intimation to all who submitted Proposals.
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. The SPV accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. The SPV reserves the right to change/ modify/ amend any or all provisions of this RfP. Such revisions to the RfP / amended RfP will be made available on the official website for accessing the information related to this RfP: [www.dmicdc.com](http://www.dmicdc.com) (the “**Official Website**”), or the Central Public Procurement Portal: <http://eprocure.gov.in> (the “**CPP Portal**”). Any reference to the RfP herein shall be deemed to be a reference to the RfP as may be revised by the SPV.

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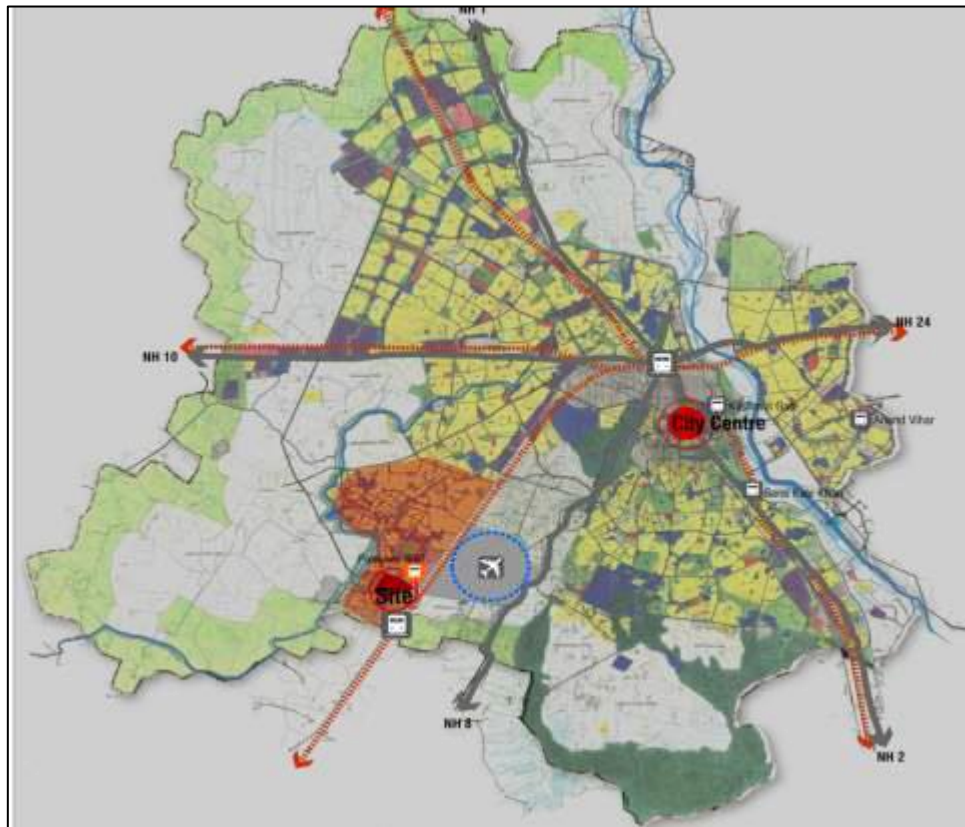
## **Section 1 – Letter of Invitation**

New Delhi

Date: October 14, 2017

### **1.1 Project Introduction**

1.1.1 The Exhibition and convention centre, Dwarka (“ECC”) is envisioned as a world-class, transit oriented, mixed use district, providing one of the largest facilities of its kind in India and Asia. The Government of India has envisaged the development of Delhi Mumbai Industrial Corridor along the alignment of proposed multi-modal high axle load dedicated freight corridor between Delhi and Mumbai, covering an overall length of 1504 Kms. The ECC is planned to be developed at Sector 25, Dwarka, New Delhi, approximately 3 Kms from IGI Airport and well connected to metro and road links. The site is 89.72 Ha. in a well-developed area in western end of Delhi adjoining the Millennium City of Gurgaon.



*Location map of ECC*

- 1.1.2 The ECC is a flagship project of Government of India. The ECC is foreseen as an internationally recognized architectural icon with innovative design and novel green building features.
- 1.1.3 The ECC is intended to be launched as an international brand to promote and stimulate future growth and development. The ECC will be an integrated complex with a host of mutually beneficial facilities – exhibition halls, convention centre, arena, open exhibition spaces, banquet halls, auditoria, star hotels, food and beverage outlets, offices and retail services.

- 1.1.4 These components will have the ability to be utilized independently or in conjunction with each other, depending upon nature of the event.
- 1.1.5 The ECC district is proposed to include approximately 300,000 sq. m. of covered exhibition space (250,000 sq. m. of indoor exhibition space, 50,000 sq. m. of foyer space) and 60,000 sq. m. of convention space, as well as 50,000 sq. m. of outdoor exhibition. In addition, it also contains a sports arena of 50,000 sq. m., 260,000 sq. m. of hotel space, and 380,000 sq. m. of commercial space for retail, entertainment and class-A offices. Basement car parking of approximately 28,000 ECS is also proposed. The size and diversity of the ECC suggests that each area will have unique features that define both the challenges and the opportunity to stimulate investment and generate a desirable level of success.



Layout concept plan of ECC through preliminary master plan

ECC Features			
1.	Exhibition halls	2.	Front grand foyer
3.	Convention centre	4.	Arena
5.	Open exhibition area	6.	Mixed use district (hotel, offices, retail, commercial, etc.)

- 1.1.6 The SPV invites proposals to undertake the operation and maintenance of the India International Convention & Expo Centre (the “**Project Facilities**”), which forms part of the ECC and comprises features 1, 2, 3 and 5 of the ECC (*as outlined above*), in accordance with the detailed Scope of Work (the “**Operation Services**”).

## 1.2. Objectives

- 1.2.1 The objective of this RfP is to select an Operator for the Project Facilities.
- 1.2.2 The Operator will be selected as per the procedure described in this RfP.
- 1.2.3 The RfP includes the following documents:

SECTION 1: Letter of Invitation

SECTION 2: Instructions to Applicants

SECTION 3: Technical Proposal – Standard Forms

SECTION 4: Financial Proposal Submission Form

SECTION 5: Scope of Work

SECTION 6: Draft Operation Services Agreement

SECTION 7: Procedure for Online Submission of Proposals

SECTION 8: Indicative Master Plan and Phasing Plan

All clarifications/ corrigenda will be published only on the Official Website, and the CPP Portal.

Yours sincerely

CEO & MD,  
Delhi Mumbai Industrial Corridor Development Corporation Ltd.

## **Section 2 – Instructions to Applicants**

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### **2.1 Introduction**

- 2.1.1 Applicants are advised that the SPV will select an entity to provide the Operation Services on the basis of an evaluation that will be conducted by the SPV in accordance with the selection process specified in this RfP (the “**Selection Process**”). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the SPV’s decisions are without any right of appeal whatsoever.
- 2.1.1A 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 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 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 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.
- 2.1.2 The Applicants are invited to submit technical and financial proposals (collectively called as the “**Proposal**”) as specified in this RfP, for providing the Operation Services. The term “**Applicant**” refers to a single entity or the group of entities coming together as a consortium for the purpose of submitting a Proposal (“**Consortium**”). The Proposal will form the basis for signing the Agreement with the Selected Applicant.
- 2.1.3 The Applicant shall submit the Proposal in the form and manner specified in this RfP. The Proposal shall be submitted as per the forms given in relevant sections herewith.
- (i) The Selected Applicant shall be required to incorporate a special purpose company under the Companies Act, 2013, within 30 days from the date of the LoA. This special purpose company (the “**Operator**”) shall be required to:
    - (a) Enter into an operation services agreement in the form specified in this RfP (the “**Agreement**”) with the SPV; and
    - (b) Have an office in the National Capital Region of Delhi.
  - (ii) The Operator shall provide advice and assistance during the Design Phase, and carry out the operation and maintenance of the Project Facilities in accordance with the scope of work set out in this RfP (the “**Scope of Work**”).
  - (iii) The commercial operation date of the Project Facilities (“**COD**”) shall be the date declared by the SPV as the date on which construction of the Project Facilities is completed and the Project Facilities are ready for commercial operation;
  - (iv) The term of the Agreement (“**Term**”) shall be for (i) the period (the “**Design Phase**”) between the date of execution of the Agreement and the COD, and, (ii) for a period of 15 (fifteen) years thereafter;



- (v) The Operator shall, commencing from the COD, be liable to pay to the SPV, on an annual basis, an amount (the “**Annual Licence Fee**”) equal to the greater of:
- (a) 20% (twenty percent) of the Gross Revenues from the Operation Services; and
  - (b) The minimum annual guaranteed amount quoted by the Applicant pursuant to this RfP (the “**MAG**”).

The MAG shall be revised upward by the WPI<sup>1</sup> for each Contract Year commencing from the fourth Contract Year, and thereafter until the expiry of the Agreement.

It is clarified that the Operator shall be liable to pay to the SPV:

- i. 25% (twenty five percent) of the MAG for the first Contract Year;
- ii. 50% (fifty percent) of the MAG for the second Contract Year; and
- iii. The MAG for the third Contract Year.

For the purpose of the RfP:

- (a) The term ‘Gross Revenues’ means the aggregate of all revenue, commissions, interest, fees, charges and allowances received or derived in relation to the Operation Services and shall include but not be limited to:
  - i. Amounts received or receivable for hiring and usage of the Project Facilities, including non-refundable deposits;
  - ii. Amounts received or receivable for decoration/ temporary facility arrangements;
  - iii. Amounts received or receivable for the entertainment events or performances;
  - iv. Amounts received or receivable for utility charges (including but not limited to electricity and water charges);
  - v. Amounts received or receivable for cleaning charges;
  - vi. Amounts received or receivable for food and beverages and catering related to the Project Facilities;
  - vii. Amounts received or receivable for advertising rights at the Project Facilities;
  - viii. Revenues from pouring rights;
  - ix. Vending income;

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<sup>1</sup> “**WPI**” means the Wholesale Price Index for all commodities as published by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India, and shall include any index which substitutes the WPI, and any reference to WPI shall, unless the context otherwise requires, be construed as a reference to the WPI of the last completed Financial Year.

- xi. Telecommunications revenues, including internet services;
  - xii. Brand money revenue;
  - xiii. Amounts received for internet services provided to visitors;
  - xiv. Upfront payments received (in any previous financial year also) or receivable in relation to sponsorships, supplier or commercial rights or other rights, amortised over the period to which that right or payment relates; and
  - xv. Any other revenue source attributable to the operations and management of the Project Facilities.
- (b) The term ‘Contract Year’ means, (i) for the first year following the COD, the period commencing on the COD and expiring on the date falling immediately before the first anniversary of the COD, and (ii) for each subsequent year, the period commencing from the relevant anniversary of the COD and expiring on the date falling immediately before the subsequent anniversary of the COD.
- (vi) During the Design Phase, in consideration of the Scope of Work undertaken in this period, the SPV shall pay to the Operator an annual consultancy fee (the “**Consultancy Fee**”) of an amount equal to Rs. 5,00,00,000 (Rupees Five Crore), exclusive of all applicable taxes. Such Consultancy Fee shall be payable to Operator on a quarterly basis.
- (a) The Operator shall be entitled to raise an invoice on a quarterly basis in respect of the services performed in the previous quarter. Each invoice shall set out details of deployment of the Key Personnel (including time-sheets and attendance records, which shall have to be certified by the SPV or any agency appointed by the SPV) and other supporting documents.
  - (b) Unless the SPV has raised a dispute in respect of any amounts claimed under an invoice, the SPV shall be required to make payment in respect thereof within 60 (sixty) days of having received the invoice complete in all particulars with relevant supporting documents. The SPV has no obligation to make, and may withhold, any payment to the Operator at any time when the Operator is in material breach of any term or provision of the Agreement. On the payment date next succeeding the date on which all such material breaches have been remedied, the SPV shall make the payments withheld due to such breaches, less any amounts paid by or on behalf of the SPV in an effort to remedy any such breaches or the costs incurred by the SPV as a result thereof.
- (vii) At any point before the 7<sup>th</sup> (seventh) anniversary of the COD, the SPV may develop an additional exhibition space of approximately 190,000 sq. m. (“**Future Development**”). It is clarified that the Future Development shall be undertaken in phases, and in consultation with the Operator. In the event of such Future Development being undertaken:
- (a) The obligations of the Operator under the Agreement will mandatorily extend to such Future Development.
  - (b) The Annual Licence Fee will be revised to an amount equal to the greater of:

- (i) 20% (twenty percent) the Gross Revenues from the Operation Services (inclusive of the Future Development); and
- (ii) The Minimum Annual Guarantee, as increased by the formula below:

$$L_n = \left[ L_c \times \frac{T_n}{T_c} \right]$$

Where:

$L_n$  = Revised MAG

$L_c$  = MAG in the Contract Year in which the Future Development is commissioned (or the preceding Contract Year, if the Future Development is commissioned on an anniversary of the COD)

$T_n$  = Total built-up area after commissioning of the Future Development

$T_c$  = Total built-up area prior to commissioning of the Future Development

If the Future Development is commissioned on a date which is different from COD, the increase in MAG will be pro-rated.

<b>Illustration</b>		
<b>Contract Year</b>	<b>MAG</b>	<b>Rationale</b>
1	Rs 25.00	25% of MAG
2	Rs 50.00	50% of MAG
3	Rs 100.00	MAG
4	Rs 105.00	MAG escalated by 5%
5	Rs 110.25	MAG for the 4 <sup>th</sup> Contract Year escalated by 5%
Future Development is commissioned on the 5 <sup>th</sup> anniversary of the COD		
6	Rs 276.05	MAG for the 5 <sup>th</sup> Contract Year revised by the above formula
7	Rs 289.85	MAG for the 6 <sup>th</sup> Contract Year escalated at 5%
8	Rs 304.34	MAG for the 7 <sup>th</sup> Contract Year escalated at 5%
9	Rs 319.56	MAG for the 8 <sup>th</sup> Contract Year escalated at 5%
10	Rs 335.54	MAG for the 9 <sup>th</sup> Contract Year escalated at 5%
11	Rs 352.32	MAG for the 10 <sup>th</sup> Contract Year escalated at 5%
12	Rs 369.93	MAG for the 11 <sup>th</sup> Contract Year escalated at 5%
13	Rs 388.43	MAG for the 12 <sup>th</sup> Contract Year escalated at 5%
14	Rs 407.85	MAG for the 13 <sup>th</sup> Contract Year escalated at 5%
15	Rs 428.24	MAG for the 14 <sup>th</sup> Contract Year escalated at 5%
<i>Assumptions</i>	<ul style="list-style-type: none"> <li>• MAG = Rs. 100</li> </ul>	

	<ul style="list-style-type: none"><li>• WPI (WPI has been kept constant for the Term) = 5%</li><li>• Total built-up area prior to commissioning of the Future Development = 130,000 sq. m.</li><li>• Total built-up area after commissioning of the Future Development = 310,000 sq. m.</li></ul>
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- 2.1.4 Applicants should familiarize themselves with local conditions and take them into account in preparing their Proposals.
- 2.1.5 The SPV will timely provide, at no cost to the Operator, relevant project data and reports related to the Operation Services available with the SPV. However, for avoidance of doubt, it is hereby clarified that the data/ information provided under the RfP or to be provided by the SPV to the Applicants later, is only indicative and solely for the purposes of rendering assistance to the Applicants towards preparation of their Proposals. The Applicants are hereby advised to undertake their own due diligence (to their complete satisfaction) before placing reliance on any such data/ information furnished or to be provided later by the SPV and/ or any of its consultants.
- 2.1.6 Applicants shall bear all costs associated with the preparation and submission of their Proposals, and their participation in the Selection Process, including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by SPV or any other costs incurred in connection with or relating to its Proposal. The SPV is not bound to accept any Proposal, and reserves the right to annul the Selection Process at any time prior to declaration of the Selected Applicant, without thereby incurring any liability to the Applicants.
- 2.1.7 The SPV requires that the Applicant/ Operator avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Applicant/ Operator shall not accept or engage in any operations, management or consultancy with respect to any exhibition or convention facility which is within a radial distance of 100 Km. from the outer periphery of the ECC.

However, the Operator shall have a right of first refusal to operate and maintain any multipurpose arena or other project planned by the SPV within the Site (as defined in the Agreement) subject to the following conditions:

- (i) The multipurpose arena or project is fully funded by the Government of India;
- (ii) The Operator participates in and qualifies for the bid process conducted to select an operator for such multipurpose arena or project; and
- (iii) The Operator's financial bid is the lowest/ highest (depending on the structure of the contract and if it will be an operator services agreement or management fee agreement) in the abovementioned bid process, or, in the event that the Operator's financial bid is not the lowest/ highest (as the case may be), the Operator agrees to match the lowest/ highest bid (as the case may be) in the bid process.

The SPV retains the right to appoint a wholly government-owned company/ agency as operator of such multipurpose arena or project, in which case the Operator shall not be entitled to exercise such right of first refusal.

- 2.1.8 It is the SPV's policy to require that the Applicants/ Operator observe the highest standard of ethics during the Selection Process and execution of the Agreement. In pursuance of this policy, the SPV will:

- (i) Reject the Proposal if it determines that the Applicant has engaged in corrupt practice or fraudulent activities in competing for the Agreement;
- (ii) Declare an Applicant ineligible, either indefinitely or for a stated period of time, to participate in any bid processes conducted by the SPV if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the Agreement.

2.1.9 Applicants (including all members of the Consortium, as the case may be) are required to follow the highest level of work ethics. If any Applicant or its member has a Conflict of Interest or indulges in Prohibited Practices, the Applicant is liable to be disqualified. Further, in the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the PDD, it would not be eligible to submit a Proposal either by itself or through its Associate.

2.1.10 Arbitration: If any dispute or difference of any kind whatsoever arises in connection with or arising out of or relating to or under this RfP, the parties to the dispute shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of 30 (thirty) days from the date on which the above-mentioned dispute or difference arises, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of 3 (three) arbitrators. Each party shall appoint 1 (one) arbitrator and the 2 (two) arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be New Delhi, India and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 (with all amendments) shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.

2.1.11 The Proposal shall be valid for a period of not less than 180 (one hundred and eighty) days from the Proposal Due Date (the “PDD”).

2.1.12 Brief description of the Selection Process: The SPV has adopted a single-stage Selection Process for evaluating the Proposals.

- (i) The Proposal shall comprise the technical proposal (the “**Technical Proposal**”) and financial proposal (“**Financial Proposal**”).
- (ii) The technical evaluation of the Technical Proposal will be carried out first as specified in this RfP.

Only the Financial Proposals of Applicants who meet the Technical and Financial Qualification Criteria will be opened. The Financial Proposals will finally be ranked as specified in this RfP.

The highest ranked Applicant (the “**Selected Applicant**”) shall be preferred for provision of the Operation Services and signing the Agreement, while the next highest ranked Applicant will be kept in reserve.

2.1.13 Number of Proposals: No Applicant or its Associate shall submit more than 1 (one) Proposal for providing the Operation Services. An Applicant applying individually or as a member of a Consortium shall not be entitled to submit another Proposal either individually or as a member of any Consortium, as the case may be.

2.1.14 Visit to the SPV and verification of information: Applicants are encouraged to submit their respective Proposals after visiting the office of the SPV or its delegates as the case may be, and ascertaining for themselves the availability of documents and other data with the SPV, applicable law and regulations or any other matter considered relevant by them.

2.1.15 Right to reject any or all Proposals:

- (i) Notwithstanding anything contained in this RfP, the SPV reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- (ii) Without prejudice to the generality of above, the SPV reserves the right to reject any Proposal if:
  - (a) At any time, a material misrepresentation is made or discovered; or
  - (b) The Applicant does not provide, within the time specified by the SPV, the supplemental information sought by the SPV for evaluation of the Proposal.
- (iii) Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranked Applicant gets disqualified/ rejected, then the SPV reserves the right to consider the next highest ranked Applicant (subject to such Applicant matching the MAG of the highest ranked Applicant), or take any other measure as may be deemed fit in the sole discretion of the SPV, including annulment of the Selection Process.

2.1.16 Acknowledgement by Applicant

- (i) It shall be deemed that by submitting the Proposal, the Applicant has:
  - (a) Made a complete and careful examination of the RfP;
  - (b) Received all relevant information requested from the SPV;
  - (c) Accepted the risk of inadequacy, error or mistake in the information provided in the RfP or furnished by or on behalf of the SPV;
  - (d) Satisfied itself about all matters, things and information, including matters hereinabove, necessary and required for submitting an informed Proposal and performance of all of its obligations thereunder;
  - (e) Acknowledged that it does not have a Conflict of Interest; and
  - (f) Agreed to be bound by the undertaking provided by it under and in terms hereof.
- (ii) The SPV and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RfP or the Selection Process, including any error or mistake therein or in any information or data given by the SPV and/ or its consultant.

- 2.1.17 RfP Processing Fee: The RfP submissions shall be accompanied by a bank draft of USD 7700/- (Seven Thousand Seven Hundred Dollars only) or INR 5,00,000/- (Indian Rupees Five Lakh only) plus Goods and Services Tax at the applicable rates in favour of “Delhi Mumbai Industrial Corridor Development Corporation Ltd.”, payable at New Delhi, India, as a non-refundable RfP processing fee (the “**RfP Processing Fee**”). Proposals unaccompanied by the aforesaid RfP Processing Fee shall be liable to be rejected by the SPV.

## **2.2 Clarification and amendment of RfP**

- 2.2.1 Applicants may seek clarification on this RfP within 1 (one) week of the date of issuance of this RfP. Any request for clarification must be sent by standard electronic means (PDF or word file)/ fax to the SPV’s office addressed to:

**CEO & Managing Director,**  
Delhi Mumbai Industrial Corridor Development Corporation Ltd.,  
Room No. 341 B, 3<sup>rd</sup> floor, Hotel Ashok, Diplomatic Enclave,  
50 B, Chanakyapuri, New Delhi 110 021.  
Email: tenders@dmicdc.com  
Fax: +91 11 2611 8889

The SPV will endeavour to respond to the queries not later than 2 (two) weeks prior to the PDD. The responses will be sent by fax or e-mail. The SPV will also post the reply to all such queries on the Official Website and the CPP Portal.

- 2.2.2 At any time before the submission of Proposals, the SPV may, for any reason, whether at its own initiative or in response to a clarification requested by an Applicant, modify the RfP by an amendment. All amendments/ corrigenda will be posted only on the Official Website and the CPP Portal. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the SPV may at its discretion extend the PDD.
- 2.2.3 Date of pre-proposal meeting and venue is mentioned in the data sheet set out at Clause 2.14.2. Applicants willing to attend the pre-proposal meeting should inform the SPV beforehand in writing and email. The maximum number of participants from Applicants who chose to attend the pre-proposal meeting shall not be more than 2 (two) per Applicant. The representatives of the Applicants attending the pre-proposal meeting shall carry a letter of authorisation duly signed by the Authorized Representative of the respective Applicant.

## **2.3 Bid security**

- 2.3.1 Each Applicant shall be required to submit a bid security (“**Bid Security**”) in the form of a bank guarantee from a scheduled Indian bank in favour of ‘Delhi Mumbai Industrial Corridor Development Corporation Ltd.’, valid for 180 (one hundred and eighty) days from the PDD, payable at New Delhi, for the sum of Rs. 1,80,00,000/- (Rupees One Crore and Eighty Lakhs only) or USD 2,80,000/- (Two Hundred and Eighty Thousand Dollars only). Proposals received without the specified Bid Security will be summarily rejected.
- 2.3.2 The SPV will not be liable to pay any interest on the Bid Security. Bid Security of unsuccessful Applicants shall be returned, without any interest, within 2 (two) months after signing the Agreement with the Selected Applicant or when the Selection Process is cancelled by the SPV. The Selected Applicant’s Bid Security shall be returned, without any interest upon the Applicant signing the Agreement and furnishing a bank guarantee of an amount equal 5% (five percent) of the Consultancy Fee (the “**Security During Design Phase**”) in accordance with provision of the RfP and Agreement. After COD, the SPV shall return the Security During Design Phase to the Operator upon the Operator furnishing a bank guarantee of an amount equal to the Performance Security (as defined in the Agreement).

- 2.3.3 The SPV will be entitled to forfeit and appropriate the Bid Security as mutually agreed loss and damage payable to the SPV in regard to the RfP, without prejudice to any other right or remedy available to the SPV, under the following conditions:
- (i) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RfP (including the draft Operation Services Agreement attached herewith);
  - (ii) If any Applicant withdraws its Proposal during the period of its validity as specified in this RfP and as extended by the SPV from time to time;
  - (iii) In the case of the Selected Applicant, if the Selected Applicant fails to sign the Agreement, or provide the Security During Design Phase within the specified time limit; or
  - (iv) If the Applicant commits any breach of terms of this RfP or is found to have made a false representation to the SPV.

The Security during Design Phase shall be furnished before signing of the Agreement in the form of a bank guarantee in the format specified.

## **2.4 Eligibility of Applicants**

- 2.4.1 The Applicant for participation in the Selection Process may be a single entity or a Consortium.
- 2.4.2 An Applicant or a member of Consortium may either be a sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956/ 2013, or a body corporate incorporated under the applicable laws of its origin.
- 2.4.3 An Applicant currently executing 3 (three) or more similar projects being managed by Delhi Mumbai Industrial Corridor Development Corporation Ltd. or its related companies (namely, Aurangabad Industrial Township Ltd., Vikram Udyogpuri Ltd., Pithampur Jal Prabandhan Company Ltd., Dholera Industrial City Development Ltd., and Integrated Industrial Township Greater Noida Ltd.) shall not be eligible to submit a Proposal.
- 2.4.4 An Applicant shall not have a conflict of interest that may affect the Selection Process (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the SPV will forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the SPV for, *inter alia*, the time, cost and effort of the SPV including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the SPV hereunder or otherwise.

An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- (i) The Applicant, its member or Associate thereof (or any constituent thereof) and any other Applicant, or member of any other Consortium or Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest:

Provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its member or Associate (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Applicant, member or Associate thereof (or any constituent thereof), as the case may be) in the other Applicant, member or Associate



thereof (or constituent thereof) is less than 5% (five percent) 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, 2013.

For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- (a) 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
- (b) Subject always to sub-clause (a) 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 (b) if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) A constituent of such Applicant is also a constituent of another Applicant; or
- (iii) Such Applicant, its member, or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant, its member, or its Associate; or
- (iv) Such Applicant has the same legal representative for purposes of this Proposal as any other Applicant; or
- (v) Such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Proposal of either or each of the other Applicant;

For purposes of this RfP, “Associate” means, in relation to the Applicant, or its members, a person who controls, is controlled by, or is under the common control with such Applicant or member.

As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

2.4.5 Any person appointed to provide consultancy or other services in respect of the Project Facilities that are outside the Scope of Work, and their Associates, shall be disqualified from submitting a Proposal, and any breach of this obligation shall be construed as Conflict of Interest:

Provided that the restriction herein shall not apply after a period of 2 (two) years from the completion of such services.

- 2.4.6 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on date of the PDD would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.4.7 An Applicant or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.4.8 In case the Applicant is a Consortium, it shall, comply with the following additional requirements:
- (i) Number of members in the Consortium shall not exceed 3 (three);
  - (ii) Subject to the provisions of sub-clause (i) above, the Proposal should contain the information required for each member of the Consortium;
  - (iii) Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall, in the event of such Consortium being declared the Selected Applicant, hold at least 51% (fifty one percent) of the shareholding in the Operator. The nomination(s) shall be supported by a power of attorney, executed as per applicable law and in the format specified in this RfP, signed by all the remaining members of the Consortium.  
  
The duties, responsibilities and powers of such Lead Member shall be specifically included in the Jt. Bidding Agreement. It is expected that the Lead Member would be authorized to incur liabilities and to receive instructions for and on behalf of the Consortium;
  - (iv) The Proposal should include a brief description of the roles and responsibilities of individual members;
  - (v) No change in the composition of the Consortium will be permitted by the SPV during the Selection Process.
  - (vi) Members of the Consortium shall enter into a legally binding Joint Bidding Agreement (the “**Jt. Bidding Agreement**”) for the purpose of submitting a Proposal. The Jt. Bidding Agreement to be submitted along with the Proposal, shall, *inter alia*:
    - (a) Clearly outline the proposed roles and responsibilities of the individual members;
    - (b) Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Operator in relation to the Operation Services until the date the Agreement is signed;
    - (c) The detailed organisation and staffing plan for providing the Operation Services (as required to be submitted pursuant to Clause 2.5.9).

Except as provided under this RfP, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the SPV.

## **2.5 Preparation of Proposal**

- 2.5.1 Applicants are requested to submit their Proposals in English language and strictly in the formats provided in this RfP. The SPV will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.5.2 (i) In preparing their Proposals, Applicants are expected to thoroughly examine the RfP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- (ii) The technical and financial qualification criteria prescribed in Clause 2.7.3 (the “**Technical and Financial Qualification Criteria**”) shall be basis of the evaluation of the Applicants’ participation in the Selection Process.
- 2.5.3 Technical Proposal: While preparing the Technical Proposal, Applicants must give particular attention to the following:
- (i) All key personnel proposed pursuant to Clause 2.15.1 (the “**Key Personnel**”) must be permanent full time employees of the Applicant or its members.
- (ii) The Applicant is to ensure that the time allocated for the proposed Key Personnel does not conflict with the time allocated or proposed for any other assignment. The SPV reserves the right to request a workload projection (including time spent on other projects/ clients) for the Key Personnel. The Applicant/ Operator must ensure that the time spent by Key Personnel meets the requirements set forth in Clause 2.15.2.
- (iii) The composition of the proposed team and tasks assigned to individual personnel shall be clearly stated in the organisation and staffing plan.
- (iv) No Key Personnel shall be proposed for any position if they do not meet the requirements laid down in the RfP.
- (v) The Key Personnel shall remain available for the period as indicated in the RfP.
- (vi) The Key Personnel proposed should possess good working knowledge of the English language.
- (vii) No Key Personnel involved should have attained the age of 60 (sixty) years at the time of submitting the Proposal. The SPV reserves the right to ask for proof of age, qualification and experience at any point during the Selection Process and/ or the Term.
- (viii) No alternative proposal for any Key Personnel shall be made, and only 1 (one) CV for each position shall be furnished. However, in the event that any of the CVs submitted by the Applicant lead to disqualification, but the Applicant has met all other Technical and Financial Qualification Criteria, such Applicant will be permitted to submit alternative CVs for the respective Key Personnel.
- (ix) Each CV needs to have been recently signed by the Key Personnel and countersigned by the Authorized Representative.
- (x) Any Key Personnel debarred by any Government organisation or public entity or organised body for any reason shall not be nominated to for the Operation Services. A self- certification to this effect to be attached with CV of Key Personnel.

- (xi) Subject to Clause 2.5.3(viii), a CV shall be summarily rejected if the qualifications of the Key Personnel proposed do not meet the requirement as given in the RfP.
- (xii) The experience, turn-over and net-worth to meet the Technical and Financial Qualification Criteria (in the format set out in this RfP) should be certified by the statutory auditor of the Applicant.
- (xiii) The experience to meet the technical qualification criteria (as specified in Clause 2.7.3(ii)) should also be certified by the owner of the venue if such owner is not (and never was) the Applicant.

2.5.4 Failure to comply with the requirements spelt out above shall render the Proposal liable to be rejected.

2.5.5 Proposals shall be typed or written in indelible ink and signed by the person authorised to sign the Proposal on behalf of the Applicant (the “**Authorized Representative**”). The Authorized Representative shall initial each page in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the Authorized Representative. The Authorized Representative shall be as detailed below:

- (i) The proprietor, in case of a sole proprietorship;
- (ii) A partner, in case of a partnership firm and/ or a limited liability partnership; or
- (iii) A duly authorised person holding the power of attorney, in case of a company and/ or corporation.

In case of a Consortium, the Authorized Representative shall be the proprietor, partner or holder of the power attorney, as the case may be, of the Lead Member.

Power of attorney in favour of the Authorized Representative should be executed as per applicable law and in the format specified herein.

2.5.6 Applicants should note the PDD specified in data sheet set out at Clause 2.14.2. Except as specifically provided in this RfP (including, without limitation, Clause 2.5.3(viii)), no supplementary material will be entertained by the SPV, and that evaluation will be carried out only on the basis of Proposal received by the closing time of the PDD. Applicants will ordinarily not be asked to provide additional material, information or documents subsequent to the PDD, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the SPV reserves its right to seek clarifications/ verifications in case the Proposal is non-responsive (lacking in details) on any aspects for fairly accessing the Proposal received.

2.5.7 The Proposal shall be accompanied by a self-certified copy of the Jt. Bidding Agreement in case of a Consortium, in the format provided in this RfP, signed by all members confirming the following therein:

- (i) Date and place of signing; and
- (ii) Purpose of Consortium (which must include the details of the Operation Services for which the Consortium has been formed).

The furnishing of this Jt. Bidding Agreement to the SPV shall not in any manner prejudice the provisions in the Agreement relating to joint and several liability of the members of the Consortium.

2.5.8 The power of attorney for both Authorized Representative (except in case of a sole proprietorship, where a copy of the registration certificate of such sole proprietorship may be submitted) and Lead Member, as the case may be, shall also be furnished as per the formats available in the RfP.

2.5.9 The Technical Proposal should provide the following information:

- (i) Details of experience in the format provided in this RfP so as to meet the Technical and Financial Qualification Criteria.

Ongoing projects can be submitted as experience in case the financial/ business plan for those projects has been submitted to the respective clients. The auditor's certificates for such projects should certify the milestones achieved in that project.

- (ii) Detailed organisation and staffing plan for providing the Operation Services (setting out the details required by this RfP), including estimates of the effort, commitment of the proposed Key Personnel, the structure and composition of the proposed team, a list of the main disciplines of the Operation Services and the person(s) responsible, and proposed technical and support staff.

(a) Applicants are free to make their own estimate of effort required for effective provision of the Operation Services. However, the timelines as given shall be strictly adhered to.

(b) While estimating effort, it has to be assumed that each Key Personnel is supported by support staff.

- (iii) CVs of the proposed Key Personnel in the format provided in this RfP.

- (iv) The financial/ business plan of the Applicant with regard to the Operation Services (setting out the details required by this RfP) including a detailed profit and loss budget for the Term.

2.5.10 Financial Proposal: The Financial Proposal shall quote the MAG.

While preparing the Financial Proposal, Applicants are expected to take into account the various requirements and conditions stipulated in this RfP. While submitting the Financial Proposal, the Applicant shall ensure the following:

- (i) The MAG indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, the entire Proposal shall be considered non-responsive and liable to be rejected.

- (ii) The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the draft Operation Services Agreement, levies and other impositions applicable under the prevailing law on the Operator. For the avoidance of doubt, it is clarified that the MAG quoted by the Applicant shall be exclusive of all taxes.

2.5.11 The Financial Proposal should be submitted as per the format prescribed in this RfP.

2.5.12 The MAG shall be quoted in Indian Rupees.

- 2.5.13 Applicants must conduct their due diligence about the tax implications and SPV will not be liable for any incident.
- 2.5.14 The Proposals must remain valid for not less than a period of 180 (one hundred and eighty) days from the PDD. During this period, the Applicant is expected to keep available the Key Personnel proposed for the Operation Services. The SPV will make its best effort to complete the signing of the Agreement within this period. If the SPV wishes to extend the validity period of the Proposals, it may ask the Applicants to extend the validity of their Proposals for a stated period. Applicants who do not agree have the right not to extend the validity of their Proposals, subject to such Proposals thereafter being rejected by the SPV.

## **2.6 Submission, receipt and opening of Proposals**

- 2.6.1 The Proposals shall be submitted online at the CPP Portal and in accordance with the procedure laid down in Section 7.
- (i) The details of the enrolment process to be followed by the Applicants, and process of preparation and submission of online Proposals is laid down in Section 7.
  - (ii) Proposals received in the hardcopy will not be accepted by the SPV.
  - (iii) Proposals should be submitted online on or prior to the time and date mentioned in Clause 2.14.2.
  - (iv) It is the responsibility of the Applicants to submit the Proposals on the CPP Portal prior to the time and date specified in Clause 2.14.2. The SPV shall not be responsible for any delay due to any of the technical/ server issues.

The envelope containing the RfP Processing Fee and Bid Security shall be submitted in the manner and at the address set out in this Clause 2.6.

- 2.6.2 The hardcopy of the Bid Security shall be placed in a sealed envelope clearly marked “BID SECURITY – [name of assignment]” and “Not to be opened except in the presence of evaluation committee.”

The hardcopy of the RfP Processing Fee shall be placed in a sealed envelope clearly marked “RFP PROCESSING FEE – [name of assignment]” and “Not to be opened except in the presence of evaluation committee.”

The envelopes containing the Bid Security and the RfP Processing Fee shall be placed in an outer sealed envelope bearing the name of the assignment, submission address and shall be marked “RFP – [name of assignment] DO NOT OPEN EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.”

- 2.6.3 Proposal submissions:

<b>Envelope</b>	<b>Content</b>	<b>Forms</b>
Outer envelope	Bid Security and RfP Processing Fee	NA
Separate sealed envelope	RfP Processing Fee	NA
Separate sealed envelope	Bid Security	Form 3D
NA	Technical Proposal	Forms 3A, 3B, 3C, 3E, 3F, 3G, 3H, 3I

NA	Financial Proposal	Form 4
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- 2.6.4 Address for submission of the envelope containing the Bid Security and the RfP Processing Fee:

**CEO and Managing Director,**  
Delhi Mumbai Industrial Corridor Development Corporation Ltd.,  
Room No. 341 B, 3<sup>rd</sup> floor, Hotel Ashok, Diplomatic Enclave,  
50 B, Chanakyapuri, New Delhi 110 021

The information on the outer envelope should also include details of the Operation Services.

- 2.6.5 Any Proposal uploaded after the closing time for submission of Proposals will not be considered. If the hardcopies of the Bid Security and RfP Processing Fee are received after the closing time for submission of Proposals, the same will be returned unopened, and the respective Proposal rejected.
- 2.6.6 After the PDD, the Technical Proposal shall be downloaded/ opened by the Evaluation Committee to evaluate whether the Applicants meet the Technical and Financial Qualification Criteria. The Financial Proposals shall not be downloaded/ opened.
- 2.6.7 After the Proposal submission and until the Selected Applicant is declared, if any Applicant wishes to contact the SPV on any matter related to its Proposal, it should do so in writing at the address indicated in Clause 2.6.4. Any effort by the Applicant to influence the SPV during the Selection Process (including, *inter alia*, the evaluation and/ or comparison of the Proposal, and the declaration of the Selected Applicant) may result in the rejection of the Applicant's Proposal.

## **2.7 Proposal evaluation**

- 2.7.1 As part of the evaluation, the Technical Proposals shall be checked to evaluate whether the Applicant meets the Technical and Financial Qualification Criteria. The Financial Proposals of only those Applicants whose Technical Proposals are found to meet the Technical and Financial Qualification Criteria would be further evaluated in accordance with the criteria set out in this RfP.
- 2.7.2 Prior to evaluation of Proposals, the SPV will determine whether each Proposal is responsive to the requirements of the RfP. The SPV may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

### **Technical Proposal**

- (i) It is received in the form specified in this RfP;
- (ii) It is received by the PDD including any extension thereof in terms hereof;
- (iii) It is accompanied by the RfP Processing Fee and Bid Security as specified in this RfP;
- (iv) It is signed and marked as stipulated in this RfP;
- (v) It is accompanied by Jt. Bidding Agreement, if applicable, and the power of attorney (for the Authorized Representative (except in case of a sole proprietorship, where a copy of the registration certificate may be submitted) and, if applicable, the Lead Member);

- (vi) It does not contain any condition or qualification; and
- (vii) It is not non-responsive in terms hereof.

**Financial Proposal**

- (i) It is received in the form specified in this RfP,
- (ii) It is received by the PDD including any extension thereof in terms hereof;
- (iii) It is signed and marked as stipulated in this RfP;
- (iv) It does not contain any condition or qualification; and
- (v) It is not non-responsive in terms hereof.

The SPV reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the SPV in respect of such Proposals. However, the SPV reserves the right to seek clarifications or additional information from the Applicant during the evaluation process. The SPV will subsequently examine and evaluate Proposals in accordance with this RfP.

2.7.3 The Applicant, or, in case of a Consortium, the Lead Member, or the Associate(s) of the Applicant or Lead Member, as the case may be, should, as of the PDD:

S. No.	Technical and Financial Qualification Criteria
<i>Technical</i>	
(i)	Have managed/ operated a total of at least 80,000 sq. m. (total built-up area across venues) of air-conditioned indoor exhibition or convention space in India or abroad in at least 3 (three) out of the last 5 (five) years; and
(ii)	Have managed/ operated a single venue of at least 40,000 sq. m. (total built-up area) of air-conditioned indoor exhibition or convention space in India or abroad in at least 3 (three) out of the last 5 (five) years; and
<i>Financial</i>	
(iii)	Have a minimum average annual turnover of Rs. 250,00,00,000 (Rupees Two Hundred and Fifty Crore), as per the audited annual reports, in the 3 (three) financial years immediately preceding the PDD; and
(iv)	Have a minimum net-worth of Rs. 65,00,00,000 (Rupees Sixty Five Crore), as per the audited financial report, in the financial year immediately preceding the PDD. Minimum net-worth shall be the summation of the subscribed and paid up share capital and the reserves and surplus, less the revaluation reserves, miscellaneous expenditure not written off, deferred revenue expenditure, and deficit in the Profit & Loss Account, if any.

Additionally, the Applicant should have submitted the CVs of the Key Personnel.

2.7.4 The evaluation committee (“**Evaluation Committee**”) appointed by the SPV will carry out the evaluation of the Technical Proposals.



- 2.7.5 The SPV will notify the Applicants who meet the Technical and Financial Qualification Criteria, indicating the date and time set for downloading/ opening the Financial Proposals. The notification may be sent by registered letter, facsimile, or electronic mail.
- 2.7.6 The Financial Proposals will be downloaded/ opened publicly in the presence of Applicants' representatives who choose to attend. The name of the Applicants, and the quoted MAG will be read aloud and recorded when the Financial Proposals are downloaded/ opened.
- 2.7.7 Prior to evaluation of the Financial Proposals, the Evaluation Committee will determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.
- 2.7.8 The Applicant quoting the highest MAG will be considered the Selected Applicant and will be invited to sign the Agreement.
- 2.7.9 In the event that the highest amount of MAG is quoted by 2 (two) or more Applicants (the "**Tie Applicants**"), the SPV shall identify the Selected Applicant by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Applicants who choose to attend.

## **2.8 Negotiation**

- 2.8.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall not be for reducing or increasing the MAG quoted in the Proposal, but will be for re-confirming the obligations of the Operator under this RfP and the Agreement. Issues such as deployment of Key Personnel, understanding of the Scope of Work, organisation and staffing plan for providing the Operation Services, financial/ business plan of the Applicant with regard to the Operation Services shall be discussed during the negotiations. In case the Selected Applicant fails to reconfirm its commitment, the SPV reserve the right to designate the next highest ranked Applicant as the Selected Applicant (subject to the next highest ranked Applicant matching the MAG of the highest ranked Applicant) and invite it for negotiations.
- 2.8.2 The SPV will examine the CVs of all other Key Personnel and those not found suitable shall be replaced by the Selected Applicant to the satisfaction of the SPV.
- 2.8.3 The SPV will not normally consider substitutions except in cases of incapacity of Key Personnel for reasons of health. Similarly, after award of contract the SPV expects all of the proposed Key Personnel to be available during the Design Phase. The SPV will not consider substitutions during the Design Phase except under exceptional circumstances, and up to a maximum of 2 (two) Key Personnel, subject to the condition that such substitute personnel are equally or better qualified and experienced than the personnel being substituted:

Provided that in the event that more than 2 (two) Key Personnel are substituted, the Consultancy Fee shall stand reduced to 80% (eighty percent) of the Consultancy Fee for the first substitution, and 70% (seventy percent) of the Consultancy Fee for the second substitution.

## **2.9 Declaration of Selected Applicant**

- 2.9.1 After selection, a Letter of Award (the "**LoA**") will be issued, in duplicate, by the SPV to the Selected Applicant and the Selected Applicant shall, within 7 (seven) 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 Applicant is not received by the stipulated date, the SPV may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the SPV on account of failure of the Selected Applicant to acknowledge

the LoA, and the next highest ranked Applicant may be considered (subject to the next highest ranked Applicant matching the MAG of the highest ranked Applicant).

- 2.9.2 Execution of Agreement: After acknowledgement of the LoA and furnishing of the Security During Design Phase by the Selected Applicant, the Selected Applicant shall execute the Agreement within 30 (thirty) days from the date of issuance of LoA. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.
- 2.9.3 Commencement of Operation Services: The Operation Services shall commence on the date prescribed in the Agreement. If the Selected Applicant fails to incorporate the special purpose vehicle in the manner and within the period specified in Clause 2.1.3(a), or the Operator fails to sign the Agreement or commence compliance with its obligations as specified therein, the SPV may invite the second ranked Applicant for contract signing. In such an event, the Bid Security/ Security During Design Phase, as the case may be, of the first ranked Applicant shall be liable to be forfeited by the SPV.

## 2.10 Confidentiality

Information relating to evaluation of Proposals and recommendations concerning declaration of the Selected Applicant shall not be disclosed to the Applicants who submitted Proposals or to other persons not officially concerned with the process until the issuance of the LoA.

## 2.11 Fraud and corrupt practices

- 2.11.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RfP, the SPV will reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in respect of the Selection Process. In such an event, the SPV will, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security, as mutually agreed genuine pre-estimated compensation and damages payable to the SPV for, *inter alia*, time, cost and effort of the SPV, in regard to the RfP, including consideration and evaluation of such Applicant’s Proposal.
- 2.11.2 Without prejudice to the rights of the SPV under Clause 2.11.1, and the rights and remedies which the SPV may have under the LoA or the Agreement, if an Applicant or the Operator, as the case may be, is found by the SPV to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practice during the Selection Process, or after the issue of the LoA or the execution of the Agreement, such Applicant or the Operator shall not be eligible to participate in any tender or RfP issued by the SPV during a period of 2 (two) years from the date such Applicant or the Operator, as the case may be, is found by the SPV to have directly or through an agent, engaged or indulged in any Prohibited Practice.
- 2.11.3 For the purposes of this RfP, the following terms shall have the meaning hereinafter respectively assigned to them:
- (i) “Corrupt practice” means (a) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the SPV who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1

(one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the SPV, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (b) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the SPV in relation to any matter concerning the Project;

- (ii) “Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (iii) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (iv) “Undesirable practice” means (a) establishing contact with any person connected with or employed or engaged by the SPV with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (b) having a Conflict of Interest; and
- (v) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **2.12 Pre-Proposal meeting**

2.12.1 A pre-Proposal meeting of the Applicants will be convened at the designated date, time and place. A maximum of 2 (two) representatives of each Applicant will be allowed to participate on production of an authorisation letter duly signed by the Authorized Representative of the respective the Applicant.

2.12.2 During the course of pre-Proposal meeting, the Applicants will be free to seek clarifications (in addition to those raised pursuant to Clause 2.2.1) and make suggestions for consideration of the SPV. The SPV will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

## **2.13 Miscellaneous**

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

2.13.2 The SPV, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (i) Suspend and/ or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- (ii) Consult with any Applicant in order to receive clarification or further information;
- (iii) Retain any information and/ or evidence submitted to the SPV by, on behalf of and/ or in relation to any Applicant; and/ or

- (iv) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

2.13.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the SPV, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

2.13.4 All documents and other information provided by the SPV or submitted by an Applicant to the SPV shall remain or become the property of the SPV. Applicants and the Operator, as the case may be, are to treat all information as strictly confidential. The SPV will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Operator to the SPV in relation to the Operation Services shall be the property of the SPV.

2.13.5 The SPV reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

#### **2.14 Tentative schedule for Selection Process**

2.14.1 The SPV will endeavour to follow the following schedule:

Date of issue of RfP	October 14, 2017
Last date for receiving queries/ requests for clarifications	October 25, 2017
Pre-Proposal meeting	November 1, 2017
The SPV's response to queries/ requests for clarifications	November 7, 2017
PDD	November 28, 2017

2.14.2 Data sheet

Reference	Description
1.2.1	The objective of this RfP is to select an Operator for the Project Facilities. The Operator will undertake the operation and maintenance of the Project Facilities in accordance with the detailed Scope of Work.
1.2.2	The method of selection is a single-stage selection process conducted as per the procedure described in this RfP.
2.1.1	The SPV shall be the special purpose company incorporated by the Department of Industrial Policy and Promotion to undertake the procurement of the ECC and related activities. Until the time of such incorporation, the Selection Process will be undertaken by the Delhi Mumbai Industrial Corridor Development Corporation Ltd.
2.1.11	Proposals shall be valid for a period of not less than 180 (one hundred and eighty) days from the PDD.
2.2.3	Date and time of pre-Proposal meeting – November 1, 2017 at 11.00 AM (IST), at the address set out in Clause 2.6.4.

Reference	Description
2.5.6	The last date for submission of Proposals is November 28, 2017 before 5 PM (IST).
2.1.12(i)	Applicants are required to submit a Technical Proposal and Financial Proposal online at the CPP Portal.
2.5.12	The MAG shall be quoted in Indian Rupees.
2.1.3(iv)	The Term of the Agreement is for (i) the period between the date of execution of the Agreement and the COD, and, (ii) for a period of 15 (fifteen) years thereafter.

## 2.15 Required experience and expertise of Key Personnel

### 2.15.1

S. No.	Key Personnel	Qualifications
1.	Design Expert	<ul style="list-style-type: none"> <li>Post-graduate in the field of architecture or urban design from a reputed institute.</li> <li>At least 15 (fifteen) years of experience in successful design of large venues.</li> <li>At least 10 (ten) years of experience in design, development of exhibitions or conventions (large multipurpose complexes is essential).</li> </ul>
2.	Information Systems and Technology Expert	<ul style="list-style-type: none"> <li>At least 15 (fifteen) years of experience in ICT systems, Technology and IT.</li> <li>At least 10 (ten) years of experience in managing ICT systems for exhibition and convention venues.</li> </ul>
3.	Business and Managerial systems Expert	<ul style="list-style-type: none"> <li>At least 10 (ten) years of experience in business operations, quality standards and assurance</li> <li>At least 5 (five) years of experience in business operations for exhibition and convention centre venues</li> </ul>
4.	Engineering Expert	<ul style="list-style-type: none"> <li>Post-graduate in the field of civil or structural engineering from a reputed institute.</li> <li>At least 15 (fifteen) years of experience in engineering and structural design</li> <li>Experienced in engineering of exhibitions and conventions centres, arenas and other similar venues for minimum 10 (ten) years.</li> </ul>

2.15.2 The Design Expert and Information Systems and Technology Expert proposed by the Applicant (or, subject to approval of SPV, any replacements thereof who meet the above minimum qualifications) shall be required to make themselves available at New Delhi to perform the relevant portion of the Scope of Work for at least 50 (fifty) days in every quarter commencing from the date of issuance of the LoA and until the expiry of the Design Phase.

2.15.3 The CVs of the Key Personnel shall be annexed to the Agreement, and shall be signed by the respective Key Personnel.

**Section 3 – Technical Proposal: Standard Forms**

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Form 3A:	Format for Joint Bidding Agreement (in case of Consortium)
Form 3B:	Format for power of attorney for Authorized Representative
Form 3C:	Format for power of attorney for Lead Member of Consortium
Form 3D:	Format of Bank Guarantee for Bid Security
Form 3E:	Technical Proposal Submission Form
Form 3F:	Technical and Financial Qualification Criteria
Form 3G:	Financial/ Business Plan for the Operation Services
Form 3H:	Curriculum Vitae (CV) of Proposed Key Personnel
Form 3I:	Organisation and Staffing Plan for providing the Operation Services

**Form 3A: Format for Jt. Bidding Agreement (in case of Consortium)**

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT (the “**Agreement**”) is entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AMONGST

1. \_\_\_\_\_, a \_\_\_\_\_ [incorporated/ registered] under the \_\_\_\_\_ and having its registered office at \_\_\_\_\_ (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND,

2. \_\_\_\_\_, a \_\_\_\_\_ [incorporated/ registered] under the \_\_\_\_\_ and having its registered office at \_\_\_\_\_ (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND,

3. \_\_\_\_\_, a \_\_\_\_\_ [incorporated/ registered] under the \_\_\_\_\_ and having its registered office at \_\_\_\_\_ (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns);

The above mentioned parties of the [FIRST, SECOND AND THIRD] PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”.

**WHEREAS,**

- A. Delhi Mumbai Industrial Corridor Development Corporation Ltd., a company incorporated under the Companies Act, 1956, having its registered office at \_\_\_\_\_ (hereinafter referred to as the “**SPV**”) has invited proposals by its Request for Proposal No. \_\_\_\_\_ dated \_\_\_\_\_ (the “**RfP**”) for appointment of an Operator (the “**Operator**”) for India International Convention & Expo Centre at Dwarka, New Delhi (the “**Operation Services**”).
- B. The Parties are interested in jointly bidding for provision of the Operation Services as a Consortium and in accordance with the terms and conditions of the RfP and other bid documents issued in respect of the Operation Services.
- C. It is a necessary condition under the RfP that the members of the Consortium shall enter into a joint bidding agreement and furnish a copy thereof with the proposal.

NOW IT IS HEREBY AGREED as follows:

**1. Definitions and interpretations:**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RfP.

**2. Consortium:**

- (a) The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Selection Process.

- (b) The Parties hereby undertake to participate in the Selection Process only through this Consortium and not individually and/ or through any other consortium constituted for the Operation Services, either directly or indirectly or through any of their Associates.

**3. Covenants:**

The Parties hereby undertake that in the event the Consortium is declared the Selected Applicant, the Parties shall incorporate a special purpose company under the Companies Act, 2013 within 30 days of the date of the LoA. This special purpose company (the “**Operator**”) shall enter into an operation services agreement with the SPV (“**Operation Services Agreement**”) for performing the Operation Services. The Operator should have an office in National Capital Region.

**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 member in charge of the Consortium (“**Lead Member**”) and shall:
  - (i) Have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Selection Process and until the date the Operation Services Agreement is signed; and
  - (ii) Hold at least 51% (fifty one percent) of the shareholding in the Operator;
- (b) Party of the Second Part shall be \_\_\_\_\_; and
- (c) Party of the Third Part shall be \_\_\_\_\_.

**5. Joint and several liability:**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Operation Services and in accordance with the terms of the RfP and the Operation Services Agreement until the date the Operation Services Agreement is signed.

**6. Lead Member:**

Without prejudice to the joint and severe liability of all the Parties, each Party agrees that it shall exercise all rights and remedies under the RfP and/ or the Operation Services Agreement through the Lead Member, and the SPV shall be entitled to deal with such Lead Member as the representative of the Consortium. Each Party agrees and acknowledges that:

- (a) Any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Lead Member on any matters related to the RfP and/or Operation Services Agreement shall be deemed to have been on its behalf and shall be binding on it. The SPV shall be entitled to rely upon any such action, decision or communication from the Lead Member;
- (b) Any notice, communication, information or documents to be provided to the Operator shall be delivered to the authorized representative of the Operator (as designated pursuant to the Operation Services Agreement) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.

**7. Representations of the Parties:**



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

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party 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 organisational documents thereof;
  - (iv) Violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, 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 Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

**8. Termination:**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the date the Operation Services Agreement is signed, in case the Consortium is declared the Selected Applicant.

However, in case the Consortium is not the Selected Applicant, the Agreement will stand terminated upon intimation by the SPV that the Consortium has not been selected and upon return of the Bid Security by the SPV.

**9. Miscellaneous:**

- (a) This Joint Bidding Agreement shall be governed by laws of India.

- (b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the SPV.

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

SIGNED, SEALED & DELIVERED

For and on behalf of

LEAD MEMBER by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of SECOND PART by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of THIRD PART by:

[Signature]

[Name]

[Designation]

[Address]

In presence of:

1. [Signature, name and address of witness]
2. [Signature, name and address of witness]

**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 or official seal of all members.
2. The Joint Bidding Agreement should attach a copy of the extract of the registration certificate, charter documents or 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 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.

**Form 3B: Format for Power of Attorney for Authorized Representative**

Know all men by these presents, we, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorise Mr. / Ms. [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the “**Authorized Representative**”), with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for and selection as operator of India International Convention & Expo Centre at Dwarka, New Delhi (“**Project**”) in response to the Request for Proposal No. \_\_\_\_\_ dated \_\_\_\_\_ issued by Delhi Mumbai Industrial Corridor Development Corporation Ltd. (the “**SPV**”), including but not limited to signing and submission of all applications, proposals and other documents and writings, accept the Letter of Award, participating in pre-proposal and other conferences, respond to queries, submit information/ responses to the SPV, representing us in all matters before the SPV, signing and execution of all undertakings consequent to acceptance of our proposal and generally dealing with the SPV in all matters in connection with or relating to or arising out of our proposal for the said Project and/or upon award thereof to us until the entering into of the operation services agreement with the SPV.

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

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

For [name and registered address of organization]  
[Signature]  
[Name]  
[Designation]

Witnesses:

1. [Signature, name and address of witness]
2. [Signature, name and address of witness]

Accepted

Signature]  
[Name]  
[Designation]  
[Address]

**Notes:**

1. The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents or other documents such as a resolution/ power of attorney in favour of the person

executing this power of attorney for the delegation of power hereunder on behalf of the Applicant.

3. 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 Applicants 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 Apostille certificate.

**Form 3C: Format for Power of Attorney for Lead Member of Consortium**

(To be executed by all members of the Consortium)

Whereas the Delhi Mumbai Industrial Corridor Development Corporation Ltd. (the “**SPV**”) has invited proposals from empanelled applicants for selection of an operator for India International Convention & Expo Centre at Dwarka, New Delhi being developed under Delhi-Mumbai Industrial Corridor Project, (the “**Operation Services**”).

And whereas, [name of Party], [name of Party] and [name of Party] are desirous of coming together as a consortium (the “**Consortium**”) to submit a proposal for the provision of the Operation Services in accordance with the terms and conditions of the Request for Proposal No. \_\_\_\_\_ dated \_\_\_\_\_ and other connected documents in respect of the Operation Services.

And whereas, it is necessary for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s proposal for provision of the Operation Services.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,

We, M/s [name of Party] having our registered office at [registered address], and M/s. [name of Party], having our registered office at [registered address], (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s [name of Lead Member], having its registered office at [registered address], being one of the members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”) and hereby irrevocably authorise the Attorney (with power to sub- delegate to any person) to conduct all business for and on behalf of the Consortium and any one of us during the Selection Process and, in the event the Consortium is declared the Selected Applicant, until the date the Operation Services Agreement is signed, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its proposal for providing the Operation Services, including but not limited to signing and submission of all applications, proposals and other documents and writings, accept the Letter of Award, participate in pre-proposal and other conferences, respond to queries, submit information/ responses to the SPV, sign and execute undertakings consequent to acceptance of the proposal of the Consortium and generally dealing with the SPV in all matters in connection with or relating to or arising out of the Consortium’s proposal for the providing the Operation Services and/ or upon award thereof until the date the Operation Services Agreement is signed.

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/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in ‘YYYY’ format].

SIGNED, SEALED & DELIVERED

For and on behalf of SECOND MEMBER by:

[Signature]  
[Name]  
[Designation]  
[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of THIRD MEMBER by:

[Signature]

[Name]

[Designation]

[Address]

In presence of:

1. [Signature, name and address of witness]
2. [Signature, name and address of witness]

Notes:

1. 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 or official seal of all members.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and or documents such as a resolution/ power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the Applicant.
3. 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 Applicants 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 Apostille certificate.

**Form 3D: Format of Bank Guarantee for Bid Security**

BG No.

Date:

1. In consideration of you, Delhi Mumbai Industrial Corridor Development Corporation Ltd., a company incorporated under the Companies Act, 1956, having its registered office at Room No. 341 B, 3<sup>rd</sup> floor, Hotel Ashok, Diplomatic Enclave, 50 B, Chanakyapuri, New Delhi 110 021 (hereinafter referred to as the “**SPV**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of [Name of entity], a \_\_\_\_\_ [registered/ incorporated] under the \_\_\_\_\_ and having its registered office at \_\_\_\_\_, [and acting on behalf of a Consortium comprising of [name of entity], [name of entity] and [name of entity] (hereinafter referred to as the “**Applicant**” which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as operator of India International Convention & Expo Centre at Dwarka, New Delhi (hereinafter referred to as the “**Operation Services**”) pursuant to the Request for Proposals No. \_\_\_\_\_ dated \_\_\_\_\_ issued in respect of the Operation Services and other related documents including without limitation the draft operation services agreement (hereinafter collectively referred to as “**RfP Document**”), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the “**Bank**”), at the request of the Applicant, do hereby in terms of relevant clause of the RfP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RfP Document by the said Applicant and unconditionally and irrevocably undertake to pay forthwith to the SPV an amount of Rs. [in figures] ([in words]) (hereinafter referred to as the “**Guarantee**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Applicant if the Applicant shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RfP Document.
2. Any such written demand made by the SPV stating that the Applicant is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RfP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the SPV shall be the sole judge to decide as to whether the Applicant is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RfP Document including, without limitation, failure of the said Applicant to keep its Proposal valid during the validity period of the Proposal as set forth in the said RfP Document, and the decision of the SPV that the Applicant is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the SPV and the Applicant or any dispute pending before any court, tribunal, arbitrator or any other authority.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Applicant or any other person and irrespective of whether the claim of the SPV is disputed by the Applicant or not, merely on the first demand from the SPV stating that the amount claimed is due to the SPV by reason of failure of the Applicant to fulfil and comply with the terms and conditions contained in the RfP Document including without limitation, failure of the said Applicant to keep its Proposal valid during the validity period of the Proposal as set forth in the said RfP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words]).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Proposal Due Date and a further claim period of 30 (thirty) days or for such extended period as may be mutually agreed between the SPV and the Applicant, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Applicant or the Bank or any absorption, merger or amalgamation of the Applicant or the Bank with any other person.
6. In order to give full effect to this Guarantee, the SPV shall be entitled to treat the Bank as the principal debtor. The SPV shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RfP Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Award to the Applicant or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RfP Document by the said Applicant or to postpone for any time and from time to time any of the powers exercisable by it against the said Applicant and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RfP Document or the securities available to the SPV, and the Bank shall not be released from its liability under these presents by any exercise by the SPV of the liberty with reference to the matters aforesaid or by reason of time being given to the said Applicant or any other forbearance, act or omission on the part of the SPV or any indulgence by the SPV to the said Applicant or by any change in the constitution of the SPV or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
9. It shall not be necessary for the SPV to proceed against the said Applicant before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the SPV may have obtained from the said Applicant or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the SPV in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the SPV serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and Delivered by [name of bank]



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

(Signature of the Authorised Signatory) (Official Seal)

Notes:

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

**Form 3E: Technical Proposal Submission Form**

[Location, Date]

To

**CEO & Managing Director,**

Delhi Mumbai Industrial Corridor Development Corporation Ltd.,  
Room No. 341 B, 3<sup>rd</sup> floor, Hotel Ashok, Diplomatic Enclave,  
50 B, Chanakyapuri, New Delhi 110 021.

**RfP No. \_\_\_\_\_ dated \_\_\_\_\_ for selection of an operator for India International  
Convention & Expo Centre at Dwarka, New Delhi**

Dear Sir,

With reference to your RfP Document No. \_\_\_\_\_ dated \_\_\_\_\_, we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as operator of India International Convention & Expo Centre at Dwarka, New Delhi ("**Project**"). The Proposal is unconditional and unqualified.

We are submitting our Proposal as [sole Applicant/ Consortium comprising [insert a list with full name and address of each member]].

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RfP. Our Proposal is binding upon us, subject only to the modifications resulting from technical discussions in accordance with the RfP.

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

1. We acknowledge that the SPV will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Operator, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading, and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Selected Applicant for the aforesaid Project.
3. We shall make available to the SPV any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of the SPV to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we, or any of our Associates, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. We declare that:
  - (a) We have examined and have no reservations to the RfP, including any addenda/ amendments/ corrigenda issued by the SPV;

- (b) We do not have any conflict of interest in accordance with the terms of the RfP;
  - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RfP, in respect of any tender or request for proposals issued by or any agreement entered into with the SPV or any other public sector enterprise or any government, Central or State; and
  - (d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to declare the Selected Applicant, without incurring any liability to the Applicants.
  8. We declare that we, or any of our Associates, are not submitting any other proposal for selection as Operator, either as a member of any other Consortium or otherwise.
  9. We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Operation Services or which relates to a grave offence that outrages the moral sense of the community.
  10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our Associates. We further certify that neither we nor any of our members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RfP.
  11. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
  12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the SPV in connection with the selection of Operator or in connection with the Selection Process itself in respect of the above mentioned Project.
  13. We agree and understand that the proposal is subject to the provisions of the RfP. In no case, shall we have any claim or right of whatsoever nature if we are not declared the Selected Applicant or our proposal is not opened or rejected.
  14. In the event of our being declared the Selected Applicant, we agree to incorporate a special purpose vehicle under the Companies Act, 2013 within 30 days of the date of the LoA. This special purpose vehicle shall enter into an operation services agreement with the SPV in accordance with the agreement prescribed in the RfP. We agree not to seek any changes in the aforesaid form and agree to abide by the same. We also agree that this special purpose vehicle shall have an office in the National Capital Region of Delhi.
  15. We have studied RfP and all other documents carefully. We understand that except to the extent as expressly set forth in the operation services agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the SPV or in respect of any

matter arising out of or concerning or relating to the selection process, including the declaration of the Selected Applicant.

16. The Financial Proposal is being submitted separately. This Technical Proposal read with the Financial Proposal shall be binding on us.
17. We agree and undertake to abide by all the terms and conditions of the RfP.

We remain,  
Yours sincerely,

Signature of Authorized Representative

[In full and initials]:

Name and Title of Signatory:

Name of Applicant/ Lead Member:

Address:

(Name and seal of the Applicant/ Lead Member)

### Form 3F: Technical and Financial Qualification Criteria

Using the formats below, provide information on each assignment for meeting the Technical and Financial Qualification Criteria:

#### 1. Technical

A. Event details					
S. No.	Exhibition/ convention Name	Venue where event was hosted	Sold space in sq. m. (indoor air conditioned space)	Year the exhibition/ convention was held	Exhibition organizer
1.					
2.					
<i>n.</i>					

B. Venue details*					
S. No.	Venue name	Location (city, country)	Built up area (indoor air- conditioned space)	Year of start of operations of venue	Venue owner <sup>†</sup> (share names of majority shareholders)
1.					
2.					
<i>n.</i>					

\* Should be the venue used to meet technical qualification criteria in Clause 2.7.3(ii)

† The Applicant shall indicate, against each entry above, the entity responsible for such operation/management, as well as the relationship of such entity with the Applicant (i.e., Applicant itself, Lead Member, Associate of Applicant or Lead Member).

#### 2. Financial

Average Annual Turnover		
S. No.	Financial years	Annual Turnover
1.	2013-14	
2.	2014-15	
3.	2015-16	
4.	Average annual turnover	

Net-worth in Financial Year 2016-17
[in figures] [in words]

### **Certificate from the Statutory Auditor**

This is to certify that [name of entity] [registered address] has the experience, annual turnover and net-worth shown above against the respective years.

[Name of Authorized Signatory, Designation]

[Name of auditor]

[Signature of authorized signatory]

[Seal of auditor]

Note:

1. In case the Applicant does not have a statutory auditor, it may provide the certificate from its Chartered Accountant.
2. The experience to meet the technical qualification criteria (as specified in Clause 2.7.3(ii)) should also be certified by the owner of the facility if such owner is not (and never was) the Applicant.
3. For the purpose of evaluation of applicants, Rs. 65 (Rupees Sixty Five) per USD shall be considered as the applicable currency conversion rate. In case of any other currency the same shall first be converted to USD as on the date 60 (sixty) days prior to the PDD and the amount so derived in USD shall be converted into Rupees at the aforesaid rate. The conversion rate of such currency shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
4. Please limit the description of the project in 2 (two) A4 size sheet of paper with both sides printed. Descriptions exceeding 2 (two) A4 size sheet of paper shall not be considered for evaluation.

**Form 3G: Financial/ Business Plan for the Operation Services**

An editable Microsoft Excel model (with no password protection or workable links) containing the following shall be submitted as part of the Technical Proposal:-

- (a) Revenue projections for the Term;
- (b) Breakup of revenue from different sources such as rentals, catering, parking, ICT, etc.
- (c) Operation cost projections for the Term; and
- (d) Breakup of estimated costs into relevant heads including marketing, manpower, administration, etc.

**Form 3H: Curriculum Vitae (CV) of Proposed Key Personnel**

<b>1.</b>	<b>Proposed position</b>				
<b>2.</b>	<b>Name of employer/ firm</b>				
<b>3.</b>	<b>Name of Key Personnel</b>	[First] [Middle] [Surname]			
<b>4.</b>	<b>Date of birth</b>				
<b>5.</b>	<b>Nationality</b>				
<b>6.</b>	<b>Education</b>	[Indicate college/university and other specialized education of Key Personnel, giving names of institutions, degrees obtained, and year of obtainment starting from the latest degree]			
		<i>Name of Institution</i>	<i>Degree obtained</i>	<i>Year of Obtainment</i>	
<b>7.</b>	<b>Membership of professional organizations</b>				
<b>8.</b>	<b>Training &amp; publications</b>	[Indicate significant training since education degrees]			
<b>9.</b>	<b>Countries of work experience</b>	[List countries where Key Personnel has worked in the last 10 (ten) years]			
<b>10.</b>	<b>Languages</b>	Proficiency (good/ fair/ poor)			
		<i>Language</i>	<i>Speaking</i>	<i>Reading</i>	<i>Writing</i>
<b>11.</b>	<b>Employment record</b>	[Starting with present position, list in reverse order every employment held by staff member since graduation]			
		Name of Organization	Position held	Duration [YYYY to YYYY]	
<b>12.</b>	<b>Details of tasks assigned</b>				
<b>13.</b>	<b>Work undertaken that best illustrates capability to assigned handle the tasks assigned</b>	<p>[Among the assignments in which the Key Personnel has been involved, indicate the following information for those assignments that best illustrate the capability of the Key Personnel to handle the tasks assigned]</p> <p>Name of assignment or project:</p> <p>Year:</p> <p>Location:</p> <p>Client:</p> <p>Project cost:</p> <p>Main project features:</p> <p>Positions held:</p> <p>Activities performed:</p>			



**14. Certification**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience.

I understand that any wilful misstatement described herein may lead to my disqualification or dismissal of the Applicant and/ or the Operator.

I declare that I am not debarred by any Government organisation or public entity or organised body for any reason.

Signature

Date: [DD/MM/YYYY]

Name of Key Personnel:

Note:

1. Any key personnel debarred by any government organisation or public entity or organised body for any reason shall not be nominated.
2. Please restrict the number of pages per CV to 4 (four) pages (2 (two) sheets if printed both sides). Pages in the CV greater than these limits shall not be considered for evaluation.

**Form 3I: Organisation and Staffing Plan for implementing the Operation Services**

Operator must propose an organisation and staffing plan for the Design Phase which should include:-

- (a) Timelines for on-boarding of Key Personnel after declaration as Selected Applicant; and
- (b) Proposed work allocation and responsibilities for Key Personnel.

**Section 4 – Financial Proposal Submission Form**

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[Location]

[Date]

To

CEO and Managing Director,  
Delhi Mumbai Industrial Corridor Development Corporation Ltd.,  
Room No. 341 B, 3<sup>rd</sup> floor, Hotel Ashok, Diplomatic Enclave,  
50 B, Chanakyapuri, New Delhi 110 021.

Dear Sir,

**RfP No. \_\_\_\_\_ dated \_\_\_\_\_ for selection of an operator for India International  
Convention & Expo Centre at Dwarka, New Delhi**

With reference to your RfP Document No. \_\_\_\_\_ dated \_\_\_\_\_, we, having examined all relevant documents and understood their contents, hereby submit our Financial Proposal for selection as Operator of India International Convention & Expo Centre at Dwarka, New Delhi. The Financial Proposal is unconditional and unqualified.

Our Financial Proposal, i.e., the MAG, is for the sum of [amount(s) in words and figures]. In case of any discrepancy between the words and figures mentioned above, the higher number shall be considered for the purpose of evaluation and selection.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date]. In case of any omission/ ambiguity, the cost given in words shall final and binding to us.

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

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Applicant/ Lead Member:

Address:

## **Section 5 – Scope of Work**

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*(Capitalised words and phrased used but not defined in this Section or the RfP shall, unless repugnant to the context in which they appear, have the meaning ascribed thereto in the Agreement)*

- 5.1 Subject to and in accordance with the terms and conditions of the Agreement, the Operator shall:
- (a) Review the detailed engineering drawings prepared by the EPC Contractor and provide its inputs to optimize operations at the Project Facilities and conduct brand building and pre-marketing activities during the Design Phase; and
  - (b) Undertake the operation and maintenance of the Project Facilities during the Operations Period and observe, fulfil, comply with and perform all its obligations set out in the Agreement or arising thereunder.
- 5.2 The Operator shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under the Agreement.
- 5.3 Subject to Clauses 5.1 and 5.2 above, the Operator shall discharge its obligations in accordance with the National Building Code, Green Building Code, Development Control Rules, and the principles of Good Industry Practice and as a reasonable and prudent person.
- 5.4 The Operator shall at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in the Agreement, subject to the corresponding scope of services required to be performed by the Operator during the Design Phase, the Operations Period or the entire Term, as the case may be:
- (a) Make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details, as may be required for obtaining all Applicable Permits and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws;
  - (b) Procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used or incorporated into the Project Facilities;
  - (c) Perform and fulfil obligations under the Financing Agreements (if any);
  - (d) Make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by the Operator or its Contractors in connection with the performance of the Operator's obligations under the Agreement;
  - (f) Ensure and procure that its Contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Operator's obligations under the Agreement;
  - (g) Maintain and provide firefighting services in accordance with the provisions of the Agreement and Good Industry Practice;
  - (h) Not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of the Agreement;
  - (i) Support, cooperate with and facilitate the SPV in the implementation and operation of the Project Facilities in accordance with the provisions of the Agreement;

- (j) Get prior approval of the SPV in case there is any change in the ECC and Project Facilities during the Term;
- (k) Ensure the sub-lessee/ sub-contractor to perform its obligations under the Agreement without in any way relieving the Operator of its liability in this behalf:

Provided that the Operator shall ensure that any of its obligations, which are relevant to the scope of work / terms of engagement / of a sub-lessee / sub-contractor, are incorporated in the terms and conditions under which such sub-lessee / sub-contractor is appointed / retained. The Operator / sub-lessee / sub-contractor shall indemnify and keep indemnified the SPV from and against all liabilities and costs in this behalf; and

- (l) Transfer the Project Facilities to the SPV upon Termination of the Agreement, in accordance with the provisions thereof.

5.5 In addition to the above obligations, and not in derogation of the other obligations set out in the Agreement, the Operator shall at its own cost and expense:

- (a) Operate, maintain, manage, repair the Project Facilities at its own cost and risk during the Operations Period in accordance with the provisions hereof, including the Specifications and Standards, the Applicable Laws, the terms of Applicable Permits and Good Industry Practice;
- (b) Employ qualified Persons to efficiently operate, maintain and manage the Project Facilities;
- (c) Make available all necessary financial, managerial, technical, technological and other resources for the operation and maintenance of the Project Facilities to conform to the requirements of the Agreement;
- (d) Maintain the Project Facilities in accordance with the provisions of Article 13 and Schedule B of the Agreement;
- (e) Ensure maintenance of proper and accurate records, data and accounts relating to the operations of the Project Facilities;
- (f) Comply with all Applicable Law, including those relating to safety, health sanitation, environment, labour and hazardous and dangerous materials;
- (g) Promptly and diligently repair, replace or restore the Project Facilities or part thereof which may be destroyed or damaged;
- (h) Except as otherwise provided or authorized under the Agreement and without the prior written consent of the SPV, remove or replace any asset comprised in the Project Facilities;
- (i) Ensure timely payments to the SPV in accordance with the terms of the Agreement;

- (j) Carry out operations and provide services and facilities as per the requirements of the Agreement and make changes only with the prior approval of the SPV; and
- (k) Not undertake or cause any other person to undertake any prohibited or restricted activities at the Site or the Project Facilities or part thereof.

**Section 6 – Draft Operation Services Agreement**

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*Refer Attachment A*

## **Section 7 – Procedure for Online Submissions of Proposals**

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### **7.1 Enrolment on CPP Portal**

- 7.1.1 Applicants are required to enrol themselves on the CPP Portal by clicking on the link “Online Bidder Enrolment”. Enrolment on the CPP Portal is free of charge.
- 7.1.2 As part of the enrolment process, Applicants will be required to choose a unique username and assign a password for their accounts.
- (i) The length of the password should be 8-32 characters.
  - (ii) The password should be of any English lowercase and uppercase characters.
  - (iii) The password must contain at least 1 (one): (i) number between 0-9, and (ii) special character from amongst the following – ~, @, #, \$, ^, \*, \_, and, !.
- 7.1.3 Applicants 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.
- 7.1.4 Upon enrolment, Applicants will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) (“**DSC**”) issued by any Certifying Authority recognized by the Controller of Certifying Authorities, with their profile.
- (i) Applicant are required to procure Class 2 or 3 signing DSCs only, as only Class 2 or 3 DSCs are valid for the purpose of submitting Proposals on the CPP Portal.
  - (ii) Only 1 (one) DSC should be registered by an Applicant. Applicants are responsible to ensure that they do not lend their DSCs to others, which may lead to misuse.
- 7.1.5 Applicants are thereafter required to log in to the CPP Portal through the secured log-in by entering their user ID and password allotted during registration, and thereafter by giving the password of the DSC (note that the DSC password will get locked if an incorrect password is successively entered multiple times).

### **7.2 Preparation of Proposals**

- 7.2.1 The Applicant shall prepare the Technical Proposal and Financial Proposal in accordance with the RfP, and scan the same.
- (i) The scanned documents shall be prepared in PDF format.
  - (ii) The names of the scanned documents should not contain any special characters (&, #, \*, et. al.) or spaces in between the words.
- 7.2.2 The RfP Processing Fee and Bid Security that are to be submitted in hardcopy (as indicated in Clause 2.6 of the RfP) shall be scanned and uploaded along with the Proposal (hereinafter the “**Financial Instruments**”). The details of the RfP Processing Fee and Bid Security that are submitted in hardcopy should tally with the Financial Instruments, failing which the Proposal shall be rejected.

### **7.3 Submission of Proposals**



- 7.3.1 Applicants are advised to log into the CPP Portal well in advance of the time for submission so that the Technical Proposal, Financial Proposal, and Financial Instruments may be uploaded in time. Applicants shall be responsible for any delays in submission, unless the same is caused by any crash or malfunctioning of the CPP Portal.
- 7.3.2 The Applicant shall digitally sign and upload the Technical Proposal, Financial Proposal, and Financial Instruments.
- 7.3.3 The server time (which is displayed on the Applicants' dashboard) will be considered as the standard time for referencing the deadlines for submission of the Proposal, downloading the Proposals, etc. Applicants should follow this time when uploading their Proposals.
- 7.3.4 Upon the successful and timely submission of Proposals, the CPP Portal will display a message to this effect, and a summary of the Proposal (which shall include, *inter alia*, the Proposal number, and the date and time of submission).
- 7.3.5 The Applicant shall print the summary of the Proposal and keep it as an acknowledgement/ token of submission. This acknowledgement will serve as proof of submission of the Proposal, and will also act as a pass to attend the downloading/ opening of the Financial Proposals.

#### **7.4 Queries relating to submission/ CPP Portal**

- 7.4.1 Any queries relating to the online submission of Proposals or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal helpdesk. The contact number for the helpdesk is 1800 233 7315/ 0120 4200462. Email support is available at support-eproc@nic.in
- 7.4.2 Applicants are advised to make a note of the unique identification number assigned to the RfP on the CPP Portal, as this must be used as a reference when submitting queries to the CPP Portal helpdesk.

#### **7.5 Useful tips**

- 7.5.1 Applicants are advised to create folders with the name of the RfP and the unique identification number assigned thereto so as to identify the folders easily at the time of uploading.
- 7.5.2 Applicants are advised to keep all the documents in the same folder for ease in uploading the Proposal.

#### **7.6 System requirements**

- 7.6.1 Windows XP (with latest service pack) or higher.
- 7.6.2 Internet Explorer 7.0 or higher.
- 7.6.3 Java Runtime Environment 1.6 or higher.
- 7.6.4 Antivirus software with latest definition.
- 7.6.5 Internet connectivity.
- 7.6.6 Scanner, printer and PDF Creator.

**Section 8 – Indicative Master Plan and Phasing Plan**

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*Refer Attachment B*