



**New Delhi Municipal Council  
(NDMC)**

**NAME OF WORK: DEVELOPMENT OF ADVENTURE PARK AT KUSHAK DRAIN  
ON DESIGN, BUILD, FINANCE, OPERATE AND  
MAINTENANCE (DBFOM) BASIS.**

**REQUEST FOR PROPOSAL (RFP)  
(SINGLE STAGE BIDDING)  
BID DOCUMENT**

**PART – I  
INSTRUCTIONS TO BIDDERS (ITB)**

**Director (Projects)  
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Website: [www.ndmc.gov.in](http://www.ndmc.gov.in)**



**NEW DELHI MUNICIPAL COUNCIL  
(NDMC)**

**REQUEST FOR PROPOSAL**

**FOR**

**DEVELOPMENT OF ADVENTURE PARK AT KUSHAK DRAIN ON DESIGN, BUILD,  
FINANCE, OPERATE & MAINTENANCE (DBFOM) BASIS**

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Website: [www.ndmc.gov.in](http://www.ndmc.gov.in)**

## DISCLAIMER

The information carried in this Request for Proposal (RFP) document or subsequently provided information whether verbally or in documentary form by or on behalf of New Delhi Municipal Council (NDMC) to Bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

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

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with selection of the Bidder during the Bidding Process. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select and short-list pre-qualified Bidders for Bid Stage or to appoint the Selected Bidder as Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Proposals or Bids without assigning any reasons whatsoever.





## REQUEST FOR PROPOSAL (RFP)

### 1. INTRODUCTION

#### 1.1 PROJECT BACKGROUND & INTRODUCTION

The New Delhi Municipal Council (referred to as **NDMC**) intends to develop an Adventure Park on Design-Build-Finance-Operate-Maintenance (**DBFOM**) basis at Kushak Drain (The **Project**).

#### A. PROFILE OF KUSHAK DRAIN

Kushak drain is basically a storm water drain, in South Delhi's Lutyens' Delhi. These drain dump into river Yamuna the waste water collected from various colonies of Delhi.

#### B. THE SITE LOCATION:

The Site for the Adventure Park project is located in the heart of the New Delhi Municipal Council Area. The section of Kushak Nala from Sardar Patel Road to Teen Murti Road is earmarked for the Adventure Park project.

#### C. THE PROJECT

In order to tap the existing potential of tourism in the city, it is proposed to develop an Adventure Park in the City. The intent of the project is to develop, install & operate an adventure tree park creating high rope courses, zip lines etc for the youth in the city. This zone will offer experience of adventure based activities with a refreshments area/cafeteria as a complete day package.

A High Rope/Wire Tree Game Eco-Adventure Park Course is defined as an activity system who allows the participant to venture from one tree to another via a series of suspended bridges, nets, walkways, barrels, Tarzan bound, flying fox and other fun challenges, in self auto safety environment. It is distinct from playground equipment in that it has restricted access and requires supervision. Adventure circuits are designed with graded difficulty levels, so participants can progress safely, at their own rhythm regardless of skill.

#### D. CONCESSION PERIOD

The Project is proposed to be given to the Bidder for setting up and operating the facilities thereon for a fixed period of 10 years from the date of satisfaction of the Conditions Precedent as per the Concession Agreement.

#### E. DEVELOPMENT MODE

The Project is proposed to be developed on Design, Build, Finance, Operate and Maintenance (**DBFOM**) Basis.

#### F. CONCESSIONAIRE

Bidder would be responsible for designing, financing, constructing, operating & maintaining the facility for the entire Concession Period (i.e. 10 years).



**G. ADVERTISEMENT/HOARDING CHARGES**

The Bidder may have the right to permit/allow and charge for advertisement/hoarding in the Project Site as per applicable laws.

**H. FACILITY**

It is required to provide a state-of the-art facility that would give guaranteed, smooth & trouble-free performance of the Project over the entire Concession Period and beyond for handing back in good operable condition.

**I. CONFORMATION WITH BYE LAWS**

Bidder shall ensure that the design of entire facility (i.e. Adventure Park) conforms to the provisions of concerned development authorities, Bye-laws, requirements of all statutory/regulatory bodies in respect of fire hazard, ventilation & lighting requirement, safety, security, evacuation, alarm etc during any disaster.

**J. PROJECT APPROVALS**

Bidder will be responsible to obtain all approvals from local bodies, statutory & regulatory authorities in respect of building plan of the Project and/or its facilities to be constructed by it.

**K. SCOPE OF WORK**

The Project envisages the following scope of work:

- a. To prepare the Comprehensive Concept Plan (CCP) including detailed design for the proposed Adventure Park in accordance with the approved conceptual plans and design and getting them approved from the Authority or their authorized representative, local bodies and other agencies.
- b. To develop/construct the Adventure Tree Park by creating high rope courses, Zip lines etc at the proposed Site location (using the French standards i.e NF S 52902-1 & 52902-2 & European Standards i.e. EN 15567:2007).
- c. The construction work is estimated to be completed in a time frame of six months.
- d. To operate/ run the Project at all time during the Concession Period.
- e. To collect revenues during operational period including fee from the users of the facility, license fee from commercial space, advertising revenues and any other user charges for amenities provided under the Project as approved by NDMC.
- f. Pay in advance the Annual Concession Fee (Annuity) every year to the Authority during operation period.
- g. Transfer the facility back to the Authority without any encumbrances at the end of the Concession Period.

**L. CONSTRUCTION, OPERATION, MAINTENANCE AND MANAGEMENT OF ADVENTURE PARK**

The detailed design and construction for the proposed Project has to be in accordance with the approved conceptual plans. It is estimated that the construction of the Project is to be completed in a maximum time frame of six months from the Compliance Date as defined in the Concession Agreement.



**M. MAINTENANCE, MANAGEMENT AND OPERATION OF THE FACILITIES OF THE PROJECT**

During the operation and maintenance period, the Bidder will take care of maintenance and operation of various facilities, license fee (from commercial space), advertising revenues, parking fees from vehicles and any other user charges for amenities provided in the Facilities as approved by NDMC.

**N. ANNUAL TAXES, FEE, RATES & DUTIES**

The Bidder shall bear / pay all applicable taxes, fees, rates and duties.

**O. MINIMUM DEVELOPMENT OBLIGATIONS (ESSENTIAL FACILITIES)**

Minimum development obligations of the Developer shall be as per the details provided in **Appendix 14**.

**P. ANNUAL CONCESSION FEE (ANNUITY)**

- a. The Bidder will be required to pay to the Authority the Annual Concession Fee/ ACF (annuity amount) quoted by the Successful Bidder/ Concessionaire and as set out in the Notice of Award payable annually in advance starting from the first year of operation period/Commercial Operation Date of the Project. The minimum guaranteed annuity amount is **10% of the gross revenue**. The ACF amount will be subjected to an inflation adjustment factor of 10% after every years for the initial five (05) years and thereafter @ 15% after every year
- b. The ACF shall be payable by the Concessionaire to the Authority in advance every year through the Escrow mechanism in the manner set forth in the Concession Agreement and more particularly in the Escrow Agreement. The first ACF shall be due and payable from the Construction Completion Date and accordingly, the Concessionaire shall deposit the Annual Concession Fee 7 (seven) days prior to the same date every year. For Illustration, if the Construction Completion Date is 15th April, the Concessionaire shall have to deposit the ACF on or before 8th of April every year during the Concession Period.

**Q. FINANCIAL PROPOSAL**

The “bid variable” for the Project is the Annual Concession Fee (annuity) payable by the Bidder to NDMC starting from the Commercial Operation Date (COD) of the Project and until the culmination of the Concession as per the terms and conditions of the Concession Agreement as laid down in **Appendix 14**. Bidder quoting the highest annuity shall be the Selected Bidder, subject to its qualifying the technical criteria as laid down herein.



## 1.2 BRIEF DESCRIPTION OF THE BIDDING PROCESS

NDMC invites Request for Proposal (**RFP**) from interested parties to participate in the bidding process. The Bid Proposal of only competent Bidders, who satisfy the eligibility criteria prescribed in the document and who furnish the details as per terms and conditions stated in this document, shall be opened for the purpose of selecting the Successful Bidder for the Project.

NDMC intends to follow a **SINGLE STAGE** (two envelopes) bidding process for selection of the Bidder for the Project comprising a Technical Qualification Stage (**Envelope A**) and a Proposal/Bid Stage (**Envelope B**). Below are the brief highlights of the process:

- a) During the Bidding Process Bidders would be required to furnish the information specified in this RFP Document.
- b) This RFP deals with both the first stage (Qualification Stage) and second stage (Bid Proposal Stage). However, Bid Proposals of only those Bidders shall be opened who are found to qualify the Qualification criterias.
- c) During the RFP Stage, Bidders would be expected to examine the Project in detail, and to carry out such studies as they deem fit to submit Proposals for the implementation of the Project.
- d) The Project would be awarded to the Successful Bidder after evaluating the Proposals on the basis of the bidding criteria specified in this RFP document for the Project.
- e) This RFP document contains the required details of the process to be followed during the entire Bidding Process.



## 2. SELECTION PROCESS AND INSTRUCTIONS TO BIDDERS

### 2.1. Scope of Proposal

- 2.1.1 NDMC wishes to receive Proposals from experienced and capable Bidders in respect of the Project.
- 2.1.2 The financial bids/Bid Proposals of only those Bidders shall be opened who qualify the technical and financial eligibility criteria as laid down herein.

### 2.2 Eligible Bidders

- 2.2.1 The Bidder may be a single company or a group of maximum 3 companies (hereinafter referred to as **Consortium**), coming together to implement the Project. The term Bidder used hereinafter would therefore apply to both a single entity and/or a Consortium.
- 2.2.2 As a part of the Proposal submissions, the Bidders are required to submit their Technical Bids and the Financial Bids in accordance with this RFP. The bidder ; means the individual, proprietor firm, firm in partnership, limited company private or public or corporation, recognized as an "Adventure Tour Operator" by the Ministry of Tourism, Government of India. In case of a group of companies, all companies must be approved as an "Adventure Tour Operator" by the Ministry of Tourism, Government of India having at least one promoter/ owner with stake in all the companies will be eligible.
- 2.2.3 The Bidder shall submit a Power of Attorney as per the format enclosed at **Appendix 1A**, authorizing the signatory of the Proposal to commit the Bidder.
- 2.2.4 Proposals submitted by a Consortium shall comply with the following additional requirements:
  - 2.2.4.1 Number of members in a Consortium would be limited to maximum of 3;
  - 2.2.4.2 The Proposal must contain the information required for each member of the Consortium.
  - 2.2.4.3 An individual Bidder cannot at the same time be member of a Consortium applying for this Project. Further, a member of a particular Consortium cannot be member of any other Consortium applying for this Project; an undertaking towards this end needs to be submitted by all members.
  - 2.2.4.4 Members of the Consortium shall nominate one of the members of the Consortium as the Lead Member. The nomination shall be supported by a Power of Attorney as per the format enclosed at **Appendix 1B**
  - 2.2.4.5 Members of the Consortium shall enter into a Memorandum of Understanding (MOU)/Joint Bidding Agreement as per the format enclosed at **Appendix 9** and get it duly notarized for the purpose of making the Proposal and submitting the same. The MOU shall, inter alia:
    - 2.2.4.5.1 Convey the intent to form a Special Purpose Vehicle (hereinafter **SPV**) with shareholding commitment(s) as stipulated in this document, which would enter into the Concession Agreement and subsequently carry out all the responsibilities as Concessionaire in terms of the Concession Agreement, in case the Concession to under take the project is awarded to the bidder.
    - 2.2.4.5.2 Clearly outline the proposed roles and responsibilities of each member in case of Consortium at each stage,
    - 2.2.4.5.3 Commit the minimum equity stake as stipulated,
    - 2.2.4.5.4 Include a statement to the effect that all members of the Consortium shall be liable



- jointly and severally for the execution of the Project in accordance with the terms of the Concession Agreement and;
- 2.2.4.5.5 Include a commitment that no member of the Consortium shall divest/transfer its Interest or any part thereof in the Concessionaire for a period of two (2) years from the Commercial Operation Date of the Project (**Lock In Period**) as defined in the Concession Agreement.
- 2.2.4.5.6 In case of Consortium, the Lead Member shall hold at least 26% share in the shareholding of the SPV.
- 2.2.4.5.7 The Technical Member meeting the technical requirements shall also hold a minimum of 26% in the shareholding. Other member of the Consortium shall hold a minimum of 11% share in the shareholding of the SPV.
- 2.2.4.5.8 Where the Technical Member is the also the Lead Member it is required to hold a minimum of 51% shares in the shareholding of the SPV.
- 2.2.5 Notwithstanding anything stated elsewhere in this document, NDMC shall have the right to seek updated information from the Bidders to ensure their continued eligibility. Bidders shall provide evidence of their continued eligibility in a manner that is satisfactory to NDMC. Bidder may be disqualified if it is determined by NDMC, at any stage of the process, that the Bidder will be unable to fulfill the requirements of the Project or fails to continue to satisfy the Eligibility Criteria. Supplementary information or documentations may be sought from Bidders at any time and must be so provided within a reasonable time frame as stipulated by NDMC.

### **2.3 Changes in Consortium Composition**

After selection, no change in the composition of the Consortium shall be accepted without the consent of the Authority.

### **2.4 Number of Proposals**

Each Bidder shall submit only one (1) Proposal in response to this RFP. Any Bidder, which submits or participates in more than one Proposal will be disqualified from all its bids and will also cause the disqualification of the Consortium(s) / Bidder of which it is a member, as the case may be.

### **2.5 Proposal Preparation Cost**

The Bidder shall be responsible for all of the costs associated with the preparation of its Proposal and its participation in the Selection Process. NDMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

#### **2.5.1 Project Cost**

The Project cost would include the complete cost of developing the project and other costs. There will be recurring annual cost associated with operation and maintenance as per the scope of the work defined in the RFP.

#### **2.6.1 Project Inspection and Site Visit**

2.6.1 It is advised that each Bidder submits its Proposal after inspecting the Site; and ascertaining for itself the location, surroundings, access, transport, right of way or any





- other matter considered relevant by it.
- 2.6.2 Site visit may be facilitated by NDMC. A prospective Bidder may notify NDMC in writing 3 days prior to its planned visit. NDMC would endeavor to facilitate the Site visit depending upon the availability of the concerned officials.
- 2.6.3 It would be deemed that by submitting the Proposal, Bidder has:  
(A) Made a complete and careful examination of the RFP Document and  
(B) Received all relevant information requested from NDMC.
- 2.6.4 NDMC shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

## **2.7 Right to Accept or Reject any or all Proposals**

- 2.7.1 Notwithstanding anything contained in this RFP, NDMC reserves the right to accept or reject any Proposal and to annul the Bidding Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.
- 2.7.2 NDMC reserves the right to reject any Proposal if:  
(a) At any time, a material misrepresentation is made or uncovered, or  
(b) The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal. Such misrepresentation / improper response would lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium would be disqualified / rejected.

## **2.8 Details to Accompany RFP**

### **2.8.1 Technical Proposal**

The Bidder shall submit the following along with the Proposal in sufficient details to enable evaluation of their grasp of the work and ability to execute it within the Time of Completion.

### **2.8.2 Organizational Structure during Implementation and Operation**

The Bidder shall submit their proposed organizational structure. The Bidder shall also enclose CV's of the key persons associated with this project.

### **2.8.3 Implementation Schedule**

#### **(a) Implementation time**

This shall consist of a detailed program of developing the adventure park.

The entire works have to be completed within 6 Months from the signing of the contract/ agreement including testing of the same. The concessionor will have to start the operations & maintenance of the project area within 90 days from the signing of the contract.

#### **(b) Commercial Operation Date (COD)**

Commercial Operation Date will be the date of completion of project on which the implementation of project will be completed

## **2.9 Clarifications**

Interested parties may address their queries relating to the RFP to the office of Director



(Projects), NDMC. NDMC would endeavor to respond to the queries. The responses will be sent by fax/ email and shall also be uploaded on the website of the Authority and of the consultants.

#### **2.10.7 Amendment of RFP**

- 2.10.1 At any time prior to the deadline for submission of Proposal, NDMC may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the RFP Document by the issuance of an Addendum.
- 2.10.2 Any Addendum thus issued will be uploaded on the website of the Authority i.e. [www.ndmc.gov.in](http://www.ndmc.gov.in).

#### **2.11 Language**

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

#### **2.12 Currency**

The currency for the purpose of the Proposal shall be the Indian Rupee (INR). In all such cases, the original figures in the relevant foreign currency and the INR equivalent thereof must be given. The exchange rate(s) applied shall be clearly stated. The conversion to Indian Rupees shall be based on the closing exchange rate published by the Reserve Bank of India as on the Bid submission date. NDMC reserves the right to use any other suitable exchange rate for the purposes of uniform evaluation for all Bidders.

#### **2.13 Validity of Proposal**

Proposals shall remain valid for a period not less than 60 days from the Proposal Due Date. NDMC reserves the right to reject any Proposal, which does not meet this requirement.

#### **2.14 Format and Signing of Proposal**

- 2.14.1 The Bidder would provide all the information as per this RFP. NDMC would evaluate only those Proposals that are received in the required format and are complete in all respects.
- 2.14.2 The Bidder shall prepare one original of the documents comprising the Proposal and forming part of Envelope A and clearly marked "**ORIGINAL**". In addition, the Bidder shall make one copy of the Proposal of documents forming part of Envelope A, clearly marked "**COPY**". In the event of any discrepancy between the original and the copy, the original shall prevail.
- 2.14.3 The Proposal and its copy shall be typed or written in indelible ink and each page shall be initialed and stamped by the Bidder. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal.





- 2.14.4 If the bidder is an individual, the application shall be signed by him above his fully type written name and current address.
- 2.14.5 If the bidder is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of the firm with its current address.
- 2.14.6 If the bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current addresses, or alternatively, by a partner holding power of attorney for the firm. In the later case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
- 2.14.7 If the bidder is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.
- 2.14.8. If the bidder is a group of companies (proprietorship, partnership, limited company or a corporation), the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney.

#### 2.15.1 Sealing and Marking of Proposals

2.15.1 The First Envelop should be marked as **Envelop A** (original and copy) and shall contain EMD in the form of Demand Draft along with the following documents:-

- a. Power of Attorney for the signing authority as per the format enclosed at **Appendix 1A**; along with Power of Attorney for the Lead member of the Consortium as per the format enclosed at **Appendix 1B**, in case of Consortium;
- b. Bidder details (**Appendix 2**)
- c. Technical Proposal in the prescribed format (**Appendix 3**) and **Documents pertaining to the eligibility criteria**, along with supporting documents;
- d. Completed Format for Experience as in **Appendix 4**, along with supporting documents.
- e. Completed Format for Financial Capability Evaluation as in **Appendix 5** and **Appendix 6**, along with supporting documents.
- f. Format of Anti Collusion Certificate as in **Appendix 7**.
- g. Format for Project Undertaking as in **Appendix 8A**.
- h. In case of a Consortium, an undertaking from each member of Consortium certifying that it is an exclusive member of that particular consortium alone and not a member of any other nor an independent Bidder, bidding for this Project and has submitted only one (1) Proposal in response to this RFP. (**Appendix 8B**)
- i. MOU / Joint Bidding Agreement in case of a Consortium (**Appendix 9**);
- j. Letter of Acceptance as per **Appendix-10**
- k. Letter of Commitment as per **Appendix-11**
- l. Performance Security as per **Appendix-13**

2.15.2 The second Envelop should be marked as **Envelop B** and shall include:

- Financial Proposal as per **Appendix-12**.



- 2.15.3 The Bidder shall seal both Envelope A and Envelope B in an outer envelope superscribing **PROPOSAL FOR DEVELOPMENT ADVENTURE PARK AT KUSHAK NALA'** and also shall mention the name(s) of the Bidder/Consortium Members.
- 2.15.4 The Bidder shall also enclose in a separate envelope, enclosed in the outer envelope, a demand draft of **Rs 10,000/-**(Rupees Ten Thousand Only), in favour of Secretary, NDMC
- 2.15.5 The envelope shall be addressed to:  
**Director (Projects)**  
**Room no.: 7008, 7<sup>th</sup> Floor,**  
**Palika Kendra, Sansad Marg,**  
**New Delhi – 110001**
- 2.15.6 If the envelope is not sealed and marked as instructed above, NDMC assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted.
- 2.16 Proposal Due Date**  
Proposals should be submitted before 3:00 PM IST on the Proposal Due Date mentioned in the Schedule of Bidding Process, at the address provided above in the manner and form as detailed in this RFP. Proposals submitted by either facsimile transmission, telex or e-mail will not be considered for evaluation and short listing. However NDMC reserves the right to extend the Proposal Due Date and Time, at any time prior to opening of the Proposals; in such cases the Proposals received prior to such extension shall not be opened. Further if the RFP document is materially modified along/during such extended period, the Proposals received prior to extension shall be returned to the Bidders and appropriate time shall be allowed for resubmission of the Proposals.
- 2.17 Late Proposals**  
Proposals received after the Proposal Due Date shall not be considered.
- 2.18 Modifications/ Substitution/ Withdrawal of Proposals**  
The Bidder may modify, substitute or withdraw its Proposal after submission, provided that written notice of the modification, substitution or withdrawal is received by NDMC before the opening of the Bid Proposal i.e. Envelope B. No Proposal shall be modified or substituted or withdrawn by the Bidder after the opening of Bid Proposal.
- 2.19 Evaluation of Proposals -Due Date**  
NDMC would open the Proposals after 3:30 PM IST on the Proposals Due Date mentioned in the Schedule of Bidding Process, for the purpose of evaluation.
- 2.20 Evaluation of Proposals -Criteria**  
NDMC would subsequently examine and evaluate Proposals in Accordance with the criteria set out in Section 3.
- 2.21 Evaluation of Proposals -Supporting Documents**  
NDMC reserves the right to call for supporting documentation to verify the data provided





by Bidders, at any time during the Bidding Process. The Bidder in such cases would need to provide the requested clarification / documents promptly and within the stipulated time failing which the Bidder is liable to be disqualified at any stage of the Bidding Process.

## **2.22 Evaluation of Proposals -Right to Reject**

NDMC reserves the right to reject any Proposal if:

- (a) At any time, a material misrepresentation is made or uncovered; or
- (b) The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposals.

## **2.23 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. NDMC will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence. NDMC will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.

## **2.24 Clarifications**

To facilitate evaluation of Proposals, NDMC may at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

## **2.25 Qualification and Notification**

After the evaluation of Proposals, NDMC would announce a list of shortlisted Bidders who meet the Qualification Criteria. This would be followed by the opening of Financial Proposals of the shortlisted Bidders.

## **2.26 Test of Responsiveness**

2.26.1 Prior to evaluation of Proposals, NDMC will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive if the Proposal:

- a. Is received before 1500 Hrs (IST) on the Proposal Due Date including any extension thereof
- b. Is signed, sealed and marked
- c. Contains the information and documents as requested in the RFP along with the EMD in proper format.
- d. Contains information in formats specified in the RFP.
- e. Mentions the validity period
- f. It provides the information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by NDMC without communication with the Bidder). NDMC reserves the right to determine whether the information has been provided in reasonable detail.
- g. There are no inconsistencies between the Proposal and the supporting documents.

2.26.2 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one which,



- a. affects in any substantial way, the scope, quality, or performance of the Project/s, or
  - b. limits in any substantial way, inconsistent with the RFP document, NDMC's rights or the Bidder's obligations under the Concession Agreement, or
  - c. Unfairly affects the competitive position of other Bidders presenting substantially responsive bids.
- 2.26.3 NDMC reserves the right to reject any Proposal which is not substantially responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by NDMC in respect of such Proposals.

## 2.27 Schedule of Bidding Process

NDMC shall endeavor to adhere to the following schedule:

### Schedule of Bidding Process

S. No.	Milestone	Date
1.	ISSUANCE OF TENDER DOCUMENT	02.06.2014
2.	PRE-BID MEETING	25.06.2014 at 11.30 AM Council Room, 3 <sup>rd</sup> Floor, Palika Kendra, New Delhi.
3.	LAST DATE FOR SUBMISSION OF PROPOSALS (PROPOSAL DUE DATE)	30.06.2014 by 12.00 PM O/o Director (Projects), Room no.: 7008, 7 <sup>th</sup> floor, Palika Kendra, New Delhi.
4.	OPENING OF ENVELOPE "A"	30.06.2014 after 12.30 PM O/o Director (Projects), Room no.: 7008, 7 <sup>th</sup> floor, Palika Kendra, New Delhi.



### 3 CRITERIA FOR EVALUATION

#### 3.1 Evaluation Parameters

The Bidder's competence and capability is proposed to be established by the following parameters:

(a) Technical Experience

(b) Financial capability factor, in terms of:

i. Turnover and

ii. Net worth On each of these parameters, the Bidder would be required to meet the evaluation criteria as detailed herein. Bidders meeting all the criteria only will be qualified for further evaluation of the Proposal.

#### 3.2 Technical Experience

a) The bidding firm shall have the following certificates/ registration:-

i. Recognition from Ministry of Tourism, Government of India as an adventure tour operator

ii. Service tax registration.

b) Experience of running / developing adventure based similar projects which have similar activities.

c) Experience of running adventure based events / projects for a state or central government will be an advantage.

d) Any awards or recognitions in the field of adventure tourism/ activities

e) An affidavit to be submitted by the bidder regarding no dues certificate from any Govt. Department/ Concessioneering author

f) The agency should have submitted the last tax return.

g) The bidder should have valid PAN No. in its name.

h) In case, agency is blacklisted by any government organisation, the bid will be liable to be rejected.

#### 3.3 Details of Experience

The Bidder shall furnish details of technical experience as on the date of submission of RFP as per **Appendix 4**, Bid Response Sheet No. 1.

The Bidder must provide the necessary project specific information as per **Appendix 4**, Bid Response Sheet No. 2.

#### 3.4 Technical Details 1: Construction & Safety Requirements

(i) **Materials for the game.** - Material shall be fit for purpose. Timber/ Wood parts shall be designed in such a way that precipitation can drain off freely and water accumulation can be avoided. Metal parts shall be weather-proofed against atmospheric conditions. A minimum required is galvanized, stainless steel equipment.

(ii) **Wire Ropes :-** Only galvanized or stainless steel wire ropes shall be used; wire ropes shall not be plastic covered. Terminations around trees and poles shall have a closure angle less than or equal to 60 degrees. Wood protection around the tree where the wire rope is attached should be fixed.



- (iii) **Wire rope terminations and grips** - The number of wire grips shall depend on the nature and diameter of the wire rope and the types of wire ropes and grips used. For a wire rope diameter 10mm a minimum of 4 wire grip per termination should be used. It shall not be possible to undo critical components without a tool.
- (iv) **Design and manufacture** - Rope/Wire Tree Game Eco-Adventure Park Course shall be designed with consideration for the size and body weight of the participants. The dynamic load (generated by a falling participant) shall not exceed 6kN. Installations using self-belay systems made out of steel wire rope shall be calculated
- (v) **Support system** - The support system (artificial and/or natural structure intended for installation of activity and safety systems) shall have the stability and resistance appropriate for the load calculated. In instances where the wire line course transmits loads to the existing structure (e.g. building, trees etc) care shall be exercised to ensure that the existing structure can bear the loads created by the zip lines.
- (vi) **Activity system** - The activity system (e.g. landings, platforms, descending devices, zip wires) shall be designed to accommodate the imposed loads. The safety connection between the participant and the high rope game shall be made with the appropriate personal protective equipment (PPE). Wires shall have no exposed broken wire ends within the reach of the participants; If any part of the zip wire and landing area is not visible from the start point a departure regulation system shall be used. Appropriate training and equipment shall be provided if participants are required to brake actively during the descent; a passive braking system (e.g. gravity, bungee, net) shall always be in place.
- (vii) **Safety system** - The safety system can be collective or individual (e.g. safety harness, lifeline, helmets). When participants' feet are more than 1.0m from the ground, a safety system shall be in place. Systems, in particular with movable trolleys, shall be designed in such a way as to reduce entrapment of body parts or clothing.
- (viii) **Inspection and maintenance** – Regular inspection and maintenance shall be carried out by the contractor: a visual inspection, a functional inspection, The inspection must be logged. The equipment and its components should be inspected or maintained as follows:
1. Routine visual check – before each opening
  2. Operational inspection – every 1-3 months
  3. Periodical inspection –at least once per year to include: visual inspection, functional inspection, determination of replacement state of worn parts.
- (ix) The operator promoting High Rope/Wire Tree Game Eco-Adventure Park Course in India must have the requisite qualification to handle this activity with Department of Tourism, Government of India registration as “**Approved Adventure Tour Operator**”.
- (x) **General & Public conveniences:**
- A “High Wire/rope Tree game Adventures Park Course” should be built and run as eco-friendly operation:
- Parking for car & buses should be ample. The same will be provided by the NDMC and maintained by the concessionaire.
  - Public areas should provide place for garbage's (rubbish bin) in sufficient numbers according the size of the park and the number of client at a time
  - Ample toilets should be built for public use. Men and women toilet should be separate. The same will be provided by the NDMC and maintained by the concessionaire.
  - Emergency & First Aid cabin/ room should be there. The same will be provided by the NDMC and maintained by the concessionaire.



- A cafeteria offering refreshments to the public. The same will be provided by the NDMC and maintained by the concessionaire
- Game should be attached on tree while using a clamp system only and not using nails or any other drilled support which can damage the tree.

### 3.5 Technical Details Part II: Operation Requirement

#### **Documents relating to site operation.**

##### **Administrative:**

- Name and address of owner and operator
- Log book indicating the self annual inspections
- List of site personnel and their job titles

##### **Operational:**

- Log book containing the daily operation sheets (including faults observed during inspections at opening and closing, relevant events concerning safety). These need to be kept for each financial year.
- Personal protective equipment inspection register and operation log
- Instructor and rescue training to be documented

##### **Information to be provided for participants and visitors:**

- Description of the activity and safety instructions
- Limits and restrictions for use
- Information relating to personal public liability insurance of the operator

##### **Competence and certification of the Rescue Patrol & technicians:**

To run a “High Rope/Wire Tree game Eco-Adventure Park Course” the staff should be well trained and certified.

##### **Safety instructions and practical assessment of participants.**

Before commencing an activity all participants shall be informed of the safety instructions, which should include:

- a) Explanation of the *High Rope/Wire Tree Game Eco-Adventure Park Course* and inherent risks
- b) Explanation of the equipment (PPE) to use when required
- c) Demonstration by the instructor or manipulation of the equipment by the participant
- d) Explanation of the safety instructions, especially the need to be always connected to the safety system by at least one connector
- e) Explanation of any marking placed at the beginning of every course or action system
- f) Identification of instructors and how and when to communicate with them (at any time any participant shall be within range of sight of either an instructor or an adult participant)
- g) Action to be taken in event of an incident.



- h) The principles of the various techniques participants will have to perform during the course shall be explained. The participants' understanding of these techniques shall be assessed.

**Equipment & Control.**

The fitting of PPE shall be checked by an instructor prior to use.

List of individual equipment to be provided and used:

- Helmet
- Harness
- Gloves/ Mittens
- Belay/ Life line each equipped with Twist lock carabiner
- Double pulley for wire/rope zip line equipped with an auto lock carabiner.

**The PPE shall be inspected and controlled as follows:**

- a) Routine check – before participants use equipment
- b) Complete check by an inspector – at least every 12 months; after an exceptional event; after the equipment has been withdrawn from use following a routine check
- c) A personal protective equipment inspection register is required for each set of devices. All exceptional events affecting the equipment, the checks performed as a result of such events and the minimum annual checks shall be entered on the register.

**3.6** Terms used in this RFP document which have not been defined herein, shall have the meaning ascribed thereto in the Concession Agreement.

- a) **Water supply:** The Concessionaire shall ensure availability at all times of adequate water for general cleanliness of the public Conveniences and for the use of public visiting these public conveniences. The public conveniences & water supply shall be provided by NDMC within 10 meters to the premises
- b) **Electricity supply:** The Concessionaire shall ensure adequate electricity supply for proper lighting for the project area where ever required. The electricity supply shall be provided by NDMC within 10 meters to the venue and further laying of electric cables / connection / payment of usage charges shall be the responsibility of the concessionaire.
- c) **Sewage Connections:** The NDMC shall cater for the Sewage connection for the public conveniences free of cost.
- d) **Waste Disposal:** The Concessionaire shall install litterbins as suitable/ specified space such as near the Public Conveniences, walkways, activity start & end area and the disposal of the collected waste upto the garbage station/ trolley shall be the responsibility of the Concessionaire. NDMC will be responsible for lifting the garbage from the garbage stations.
- e) **Safety & Security:** The safety and security the proposed project rest with the Concessionaire.
- f) **Cafeteria:** Neat & clean cafeteria will be maintained with potable drinking water with sitting for around 100 pax with tables. The cafeteria can be constructed in a tent also.



- g) **Reception & Equipment Store:** A welcome reception tented area will be maintained as registration area also used for issue of equipments etc.
- h) The Concessionaire have to operate and maintain the proposed project in accordance with the scope of work as defined herein for the project.

### **3.7 Financial Capability**

- 3.7.1 The financial capability of the Bidder / Consortium will be evaluated on the basis of
  - (a) Turnover and
  - (b) Net Worth
- 3.7.2 The bidding firm shall have average of Annual Turnover of INR 75 Lacs for the preceding three years (2010 – 2013). If the 2013-14 financials are also available, they may also be submitted for considerations. Incase the applicant is a group of companies; the average of Annual Turnover of INR 1.75 Crores for the preceding three years (2010 – 2013) must be there.
- 3.7.3 Copies of registration certificate of the firm/company, Memorandum and Articles of Association in case of firms registered under the Companies Act, & copies of Income Tax return for the previous three years (2010-11, 2011-12 & 2012-13).
- 3.7.4 The Bidder needs to provide information regarding the above based on audited annual accounts. The Proposal must be accompanied by the audited Balance Sheet and Profit and Loss Account of the Bidder (of each member in case of a Consortium) as per **Appendix 5** for the last three (3) Financial Years.

### **3.8 Evaluation methodology**

The technical and financial capacity of the Bidder will be evaluated as per the criterias as mentioned above and all the Bidders meeting the criterias as prescribed above shall be qualified for the purpose of opening their Financial/Bid Proposals.

- 3.8.1 Technical Bids of only those bidders will be opened who qualify the conditions of eligibility criteria as given in clause 3.1. Evaluation of technical capability will be as per clause 3.2 to 3.6 and financial capability will be as per clause 3. The financial and technical capabilities of the group companies/associates shall also be considered. For these purposes group companies/associates shall mean the following “group companies/associate, in relation to the Bidder/Consortium Member shall mean a person who controls and is controlled by or is under the common control with such Bidder/Consortium 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% 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 a person, whether by operation of law or by contract or otherwise”.
- 3.8.2 In case the Bidder claims the technical and/or financial capacity of its group



companies/associates, the Bidder shall necessarily submit documentary evidence in proof of such claims. Such documentary evidence shall consist of CA certificate to support such capacity and also to establish requisite “control” relationship as defined in 3.8.1 above.

### 3.8.3 Evaluation of Technical Proposal

S.no.	Contents of Technical Proposal	Brief Description	Weightage
1	Technical Bid	Based on Presentation relating to the technical bid	40
2	Experience of Operator for similar works	Past Experience of the operator in developing similar projects/ campsites etc. Experience with government projects shall be preferred. Awards & recognition will be an advantage.	40
3	Financial Competence	Details as provided with regards to i) Annual Turnover ii) Net Worth in eligibility criteria from similar business. iii) percentage of concession fee to NDMC	20

**3.8.3.1** Remarks secured based on evaluation of the Technical Bid as per the above shall be the technical score of the Bidder for the Project being considered for evaluation (“**Technical Score**”).

**3.8.3.2** Only those Bidders who have secured Technical Score of 70% marks or above shall be considered for further evaluation including evaluation of their Financial Bid.

### 3.9 Evaluation of Financial Proposal (Assessment of Envelope B)

Financial Proposal of only those Bidders who meet the technical and financial criterias as laid down above and forming part of Envelop A would be evaluated. The evaluation criteria for assessment of the Financial Proposals are described in Section 4 of this RFP. In case of ambiguity between the amount in words and figures the former shall prevail.

## **4 METHODOLOGY & CRITERIA FOR EVALUATION OF FINANCIAL BID.**

### **4.1 Financial Proposal Evaluation**

- a. This part of the RFP provides information on the methodology that will be used to evaluate the Financial Proposals received.
- b. The Project will be awarded to such eligible Bidder, who submits a responsive Bid and offers to enter into a formal Concession Agreement on the best financial terms with NDMC.
- c. This RFP Document stipulates the minimum qualification for the Project. This RFP document may be amended or technical and financial parameters of the Project may be changed by NDMC by issue of an Addendum. Such an Addendum will form part of this RFP document and would be common for all the Bidders. Authority reserves the right to reject the Proposals, which do not conform to the provisions stipulated in the RFP Document.
- d. Financial Proposal of only those Bidders who qualify the technical and financial criteria's after evaluation of Envelope A, would be opened and evaluated. The Financial Proposals of the non-responsive Bidders would be returned to the respective Bidders unopened.
- e. The Authority shall evaluate and submit its recommendations to the competent authority.

#### **4.1.1 Responsiveness of Financial Proposal**

- a. The Authority will open Envelope 'B' of only those Bidders who have qualified the technical and financial criterias as laid down herein. Any bid containing caveats/deviations from RFP Document is liable to be rejected by NDMC.
- b. Bidder shall quote the percentage of **revenue** earned to give NDMC as concession fee and in the prescribed format would pay to NDMC as concession fee per annum during the concession period.
- c. The Concessionaire shall pay to NDMC a Concession Fee of quoted percent of net revenue earned by it by operating the adventure park. The Concession Fee shall be paid annually from the Commercial Operations Date till the end of the Concession Period / Transfer Date or the period extended thereof. The 'net revenue' is defined as "the gross amount billed by the Concessionaire to its Agent/Client at the end of each financial year, along with Audited Financial Statements.
- d. The Concessionaire shall pay all duties and taxes in consequence of its obligations under this Concession Agreement.
- e. The Concessionaire shall deposit the Annual Concession Fee 7 (seven) days prior to the same date every year. For Illustration, if the Construction Completion Date is 15th April, the Concessionaire shall have to deposit the ACF on or before 8th of April every year during the Concession Period. Failure to pay the Concession Fee in time will attract an interest of 18% per annum compounded quarterly on the entire amount of unpaid Concession Fee payable during the quarter. If the concessionaire fee is not paid NDMC can terminate the agreement and no compensation shall be paid for the investment made by the concessionaire.
- f. Any payments by NDMC to the Concessionaire shall be made only through the mechanism of adjustment of the Concession Fee. Any reference to such payments shall



indicate the mechanism of such adjustment to the Concession Fee. No actual payments shall be made by the NDMC, other than in case of payments after the Termination Date.

**4.1.2** The Financial Bids shall be evaluated on the basis of the Revenue Share Percentage as concession fee to be payable to NDMC for the Project.

**4.1.3** The Financial Bids of Bidders who have secured Technical Score of 70 marks or above, shall be tabulated for the Project and the Bidder whose Financial Bid has the highest "Revenue Share Percentage" to be payable to the NDMC for the Project ("H1 Bidder") shall be given a Financial Score of 100 marks. The financial scores of Bidders for the Project shall be computed as follows:

Financial Score of Bidders for the Project =

$100 \times [\text{Revenue Share Percentage quoted by the Bidder for the Project (in INR)} / \text{Revenue Share Percentage quoted by the H1 Bidder for the Project (in INR)}]$

**4.1.4** The marks secured based on evaluation of the Financial Bid as per the above shall be the financial score of the Bidder for the Project ("Financial Score")

**4.1.5** NDMC has liberty to get independent audit for revenue collection any time during concession period.

**4.1.6 Composite Score of the Bidder**

Composite Score of the Bidders for the Project shall be worked out as under:

Bidder's Scores (A)	Weight (B)	Weighted Score (C) = (A) x (B)
Technical Score	70%	X
Financial Score	30%	Y
Composite Score of the Bidder		(X + Y)

**4.1.7 Evaluation for Preferred Bidder**

The Bidders who has secured the **highest Composite Score** shall be declared the **Preferred Bidder for the Project**.

**4.1.8 Special Conditions for Evaluation**

The Preferred Bidder would be selected as per section 3.5 However, in the event that two or more Bidders secure exactly the same Composite Score in respect of the Project, then NDMC reserves the right to:

- Declare as Preferred Bidder whose Technical Score is highest for the Project among such Bidders who have secured exactly the same Composite Score subject to its Net Worth being in compliant with RFP provisions, or
- Invite fresh Proposals from these Bidders for the Project , or
- Take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process for the Project.

#### **4.1.9 Determination of Preferred Bidder**

- a. NDMC shall issue a Letter of Intent to the Successful Bidder after obtaining approval from the Competent Authority which needs to be accepted within 7 days of issuance of Letter of Intent.
- b. NDMC shall issue a Letter of Award (LOA) after getting the approval of the Competent Authority to the Successful Bidder within 7 days of acceptance of LOI by NDMC.
- c. The Successful Bidder shall enter into Concession Agreement with NDMC for the implementation of the Project within 30 days of issuance of LOA.
- d. The Successful Bidder shall be required to give performance security before signing of the Concession Agreement within 15 days of issue of Letter of Award. If the Successful Bidder fails in entering into the Concession Agreement as required without giving the required clarifications to the satisfaction of NDMC, NDMC reserves the right to begin negotiations with the next highest ranked Bidder and so on.
- e. NDMC also reserves the right to reject any Proposal if:
  - i. At any time, a material misrepresentation is made or uncovered, or
  - ii. The Bidder does not respond promptly and thoroughly to the requests for supplementary information required for evaluation of the Proposal.
  - iii. The Proposal deviates from the commercial parameters of these RFP Documents.



## **5. General Provisions**

### **5.1 Prohibition against Collusion with other Bidder**

Each Bidder shall warrant by its Bid that the contents of its Bid have been arrived at independently. Any Bid which has been arrived at through consultation, collusion, or understanding with any other prospective Bidder for the purpose of restricting competition shall be deemed to be invalid and the Bidder shall lose its Earnest Money Deposit.

### **5.2 Inducements**

Any effort by a Bidder to influence processing of Bids or award decision by NDMC or any officer, agent or Advisor thereof may result in the rejection of such Bidder's Bid. In such a rejection of Bid, the Bidder shall lose its Earnest Money Deposit.

### **5.3 Communication between Bidders and NDMC**

All communication, unless specified otherwise, on these RFP Documents to NDMC shall be addressed to:

**O/o Director (Projects),  
Room no.: 7008, 7<sup>th</sup> floor,  
Palika Kendra, New Delhi**

All communication to the Bidder shall be sent to the authorized representative & signatory of the Bidders at the addresses mentioned in the covering letters to their respective Proposals, unless NDMC is advised otherwise.

### **5.4 Interpretation of Documents**

5.4.1 NDMC will have the sole discretion in relation to:

- a. The interpretation of this RFP, the Proposals and any documentation provided in support of the Proposals; and
- b. All decisions in relation to the evaluation and ranking of Proposals, whether or not to request for any clarifications or additional information from Bidder in relation to its Proposal and the selection of the Successful Bidder.

5.4.2 NDMC will have no obligation to explain its interpretation of this RFP, the Proposals or their supporting documentation and information or to explain the evaluation process, ranking process or the selection of the Successful Bidder.

### **5.5 Enquiries concerning the RFP / Draft Concession Agreement**

5.5.1 NDMC encourages a careful review of these RFP Documents and preparation of the observations/ comments by the Bidder. The Bidder should send their comments in writing.

5.5.2 NDMC at its discretion may respond to inquiries submitted by any Bidder. Such a response will be sent in writing to all the Bidders and will qualify as an "Addendum".

5.5.3 All inquiries should be submitted to the NDMC in writing by e-mail to [director.it@ndmcmail.gov.in.com](mailto:director.it@ndmcmail.gov.in.com).

5.5.4 No interpretation, revision or other communication regarding this solicitation is valid unless in writing and is signed by an officer so designated by the CEO, NDMC. Written copies of NDMC responses, including a description of the inquiry but without identifying its source, will be sent to all the Bidders and will qualify as an "Addendum"



## **5.6 Bid Opening**

All Bids received by NDMC will remain sealed and unopened in NDMC possession until the Proposal Due Date. NDMC shall open all Bids, received on or prior to the Proposal Due Date mentioned under Schedule of Selection Process or on any date as extended by NDMC and communicated to the Bidders. The Bids shall be opened in the presence of Bidders' representatives, who choose to attend. Bidders' representatives attending the Bid Opening shall register to evidence their presence.

The following information will be announced at the Bid Opening and recorded:

- a. Bidders names
- b. Names of Consortium Members

After the Bid Opening, information relating to the examination, clarification and evaluation of Bids and recommendations concerning the Bid Award shall not be disclosed.

## **5.7 Earnest Money Deposit**

- 5.7.1 The Bidder shall submit an Earnest Money Deposit (EMD) for an amount of Rs 5, 00, 000/-(Rs. Five Lacs only) along with its Proposal.
- 5.7.2 The Earnest Money Deposit shall be in the form of a Bank Guarantee in favour of NDMC, payable at New Delhi.
- 5.7.3 The EMD shall be valid for a minimum period of 90 days more than Bid Validity Period. Upon any extension of the Bid Validity Period, the validity of the EMD shall be extended by the corresponding period.
- 5.7.4 NDMC shall have the right to reject the Proposal, which does not include the Earnest Money Deposit as non-responsive Proposal.
- 5.7.5 The EMD of unsuccessful Bidders, except the second successful Bidder will be returned within a period of twenty one (21) days from the date of acceptance of Letter of Intent by the Successful Bidder. However, the EMD of second successful Bidder shall be returned on signing of the Concession Agreement by the Successful Bidder.
- 5.7.6 The EMD of the Successful Bidder shall be returned on submission of Performance Security by the Successful Bidder to the Authority as per Cl. 5.8 of this RFP document.
- 5.7.7 In addition to the above, NDMC will promptly release EMD of all the Bidders in the event NDMC decides to terminate the Bidding Process.
- 5.7.8 The EMD shall be forfeited by NDMC, in any of the following case:
  - 5.7.8.1 The Bidder withdraws its bid after the Proposal Due Date
  - 5.7.8.2 Successful Bidder fails to accept Letter of Intent
  - 5.7.8.3 Successful Bidder fails to submit the Performance Security or
  - 5.7.8.4 Successful Bidder fails to enter into Concession Agreement within the time prescribed.

## **5.8 Performance Security**

- 5.8.1 The Successful Bidder shall for due and faithful performance of its obligations during the Project implementation and completion, provide to NDMC a performance security of Rs. 50, 00, 000/-(Rupees Fifty Lacs only) in the form of Bank Guarantee (in the format prescribed in the RFP) from SBI or any Nationalized Bank or Indian Scheduled Commercial Bank whose networth is not less than Rs. 1000 crores as on 31st March 2013.
- 5.8.2 The Performance Security shall be provided within 15 days of issue of Letter of Award



by NDMC. The Performance Security shall be released to the Successful Bidder as per provisions of the Draft Concession Agreement and reiterated as below:

"50% of the Performance Security shall be released to the Concessionaire on achieving the Commercial Operation Date of the Project. The balance 50% of the Performance Security in the form of bank guarantee shall remain in force and effect beyond the period of six months from the date of the expiry of the Concession Period.

- 5.8.3 The Performance Security in the form of bank guarantee shall be renewed every year until it is discharged and released as per the terms of the Concession Agreement. If the Agreement is terminated due to any event other than a Concessionaire Event of Default, the Performance Security shall, subject to the Authority's right to receive or recover amounts, if any, due from the Concessionaire under the Concession Agreement, be duly discharged and released to the Concessionaire. Upon occurrence of a Concessionaire Event of Default, the Authority shall, without prejudice to its other rights and remedies under the Concession Agreement or in law, be entitled to invoke and appropriate the relevant amounts from the Performance Security as Damages for such Concessionaire Event of Default. Upon such invocation and appropriation from the Performance Security, the Concessionaire shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, the Performance Security to its original level, and in case of appropriation of the entire Performance Security, provide a fresh Performance Security, as the case may be, and the Concessionaire shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate the Concession Agreement in accordance with its terms and conditions.
- 5.8.4 In case the Successful Bidder fails to furnish the Performance Security within the stipulated time as mentioned herein, the LOA shall stand void and LOI may be issued to the second highest Bidder.

## **5.9 Sources of Funds**

The responsibility to raise funds for the Project would rest with the Successful Bidder.

## **6. FRAUD AND CORRUPT PRACTICES**

- 6.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject a Proposal without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 6.2 Without prejudice to the rights of the Authority under Clause 6.1 hereinabove, if a Bidder is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender issued by Authority for a period of 2 (two) years from the date such Bidder is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice,





undesirable practice or restrictive practice, as the case may be.

**6.3** For the purposes of this Clause 6, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted herein, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of Authority in relation to any matter concerning the Project;

(b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

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

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

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

**7. MISCELLANEOUS**

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

**7.2** Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

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



- (b) Consult with any Bidder in order to receive clarification or further information;
- (c) Pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
- (d) Retain any information and/ or evidence submitted to Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- (e) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

**7.3** It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.



## APPENDICES

### Appendix IA

#### Power of Attorney for signing of Proposal & execution of Concession Agreement

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us / the Lead Member of our Consortium and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for the “Development of Adventure Tree Park at Kushak Nala, Delhi”, proposed or being developed by NDMC including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre Bid and other conferences and providing information/ responses to the Authority, submission of Bid, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF ..... 20.....  
For

.....  
(Signature, name, designation and address)

Witnesses: 1. (Notarized)

2.

Accepted

.....  
(Signature)  
(Name, Title and Address of the Attorney)



*Notes:*

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

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

*For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostil certificate.*

A handwritten signature in blue ink, consisting of a stylized 'P' followed by a horizontal line and a small flourish.

### Power of Attorney for Lead Member of Consortium

Whereas NDMC has invited proposals from interested parties for the Development of Adventure Tree Park at Kushak Nala.

Whereas ....., and ..... (collectively the “**Consortium**”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Qualification cum Request for Proposal document (**RFP**) and other connected documents in respect of the Project, 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 Bid for the Project and its execution.

### NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ..... having our registered office at ....., M/s. .... having our registered office at ....., and M/s. .... having our registered office at ....., (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize from amongst us, M/s ..... having its registered office at ....., 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**”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project 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 selection of the Consortium and submission of its Bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

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



IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED  
THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 20....

For .....

(Signature)

.....

(Name & Title)

For .....

(Signature)

.....

(Name & Title)

For .....

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the Consortium)

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

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

*For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

1.

2.

3.

4.



**Details of Bidder**

- (a) Name:
- (b) Country of incorporation:
- (c) Address of the corporate headquarters and its branch office(s), if any, in India:
- (d) Date of incorporation and/ or commencement of business:

Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:

Details of individual(s) who communication for NDMC:

- (a) Name:
- (b) Designation:
- (c) Company:
- (d) Address:
- (e) Telephone Number:
- (f) E-Mail Address:
- (g) Fax Number:

Particulars of the Authorized Signatory of the Bidder:

- (a) Name:
- (b) Designation:
- (c) Address:
- (d) Phone Number:
- (e) Fax Number:
- (f) Email Address

In case of a Consortium:

- (a) The information above (1-4) needs to be provided for all the Members of the Consortium.
- (b) Information regarding the role of each Member needs to be provided as per table below:

Sl. No.	Name of Member	Role*	Percentage of equity in the Consortium
1			
2			
3			



(c) The following information shall also be provided for each Member of the Consortium:

**Name of Bidder/ member of Consortium:**

Sl. No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Application?		
3.	Has the Bidder / constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

A statement by the Bidder / each of the Members of its Consortium (where applicable) or any of their Associates disclosing material nonperformance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary). Write NA if the same is not applicable.



**FORMAT FOR LETTER OF PROPOSAL**

*[On the Letter Head of the Bidder (in case of Single Bidder) or  
Lead Member (in case of a Consortium)]*

Date: -----To,

**Sub: Development Adventure Park at Kushak Nala on Design, Build, Finance, Operate and Transfer (DBFOM) basis**

Sir,

Being duly authorized to represent and act on behalf of \_\_\_\_\_ (hereinafter referred to as "the Bidder"), and having reviewed and fully understood all of the qualifications, requirements and information provided, the undersigned hereby expresses its interest and apply for qualification for the Development of Adventure Tree Park at Kushak Nala on Design, Build, Finance, Operate and Transfer (DBFOM) basis.

We are enclosing our Proposal, in one Original and one Copy, with the details as per the requirements of the Bid Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Proposal are complete, true and correct in every detail.

We confirm that the Proposal is valid for a period of 180 days from the due date of submission of Proposal and is unconditional.

We hereby also confirm the following:

1. The Proposal is being submitted by (name of the Bidding Company/Lead Consortium member) who is the Bidding Company/the Lead Consortium Member of the Bidding Consortium Comprising (mention the names of the entities who are the Consortium Members), in accordance with the conditions stipulated in the RFP.
2. As the Consortium Members (in case of a Bidding Consortium), we hereby confirm to abide by the roles and responsibilities assigned to us as per the MoU/Joint Bidding Agreement between the Consortium Members and as outlined in this RFP.
3. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by NDMC and in any subsequent communication sent by NDMC. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from NDMC.
4. We confirm that there are no conditions in "Envelope B: Financial Proposal".
5. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.



6. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare this Financial Proposal and as required to Design, Build, Finance, Operate and Transfer Ecotourism & Adventure Park in the City of Rewa in Delhi, in the event that we are finally selected.

7. We confirm that all the terms and conditions of the Proposal are firm and valid for acceptance for a period of 120 days from the Proposal due date. Our PAN number is -----Our TAN number is -----

Thanking You,

Yours Sincerely,

For and on behalf of :

Signature:

Name of the Person:

Designation:

A handwritten signature in purple ink, consisting of a stylized 'S' followed by a horizontal line and a small flourish.

### INFORMATION RELATED TO EXPERIENCE GUIDELINES

1. Member Code: NA= Not Applicable in case of a single entity Bidder, LM =Lead member, AM= Associate Member
2. The Chartered Accountant issuing the certification for Experience of the Bidder must hold a valid Certificate of Practice.
3. Any Bidder consisting of a Single Entity should fill in details as per the row titled Single Entity Bidder and ignore the other rows mentioned below. In case of a Consortium, the details need to be provided as per the lower rows and the row titled Single Entity Bidder may be ignored.

### FORMAT FOR ESTABLISHING EXPERIENCE OF BIDDER

#### BID RESPONSE SHEET 1

S. No	Name of the Project	Project		Date of			Authority for whom carried out	Equity holding at the time of execution / construction
		Location	Cost (crore)	Award	Commencement	Completion		

Note:

1. Only the eligible projects that satisfy technical criteria shall be included.
2. All the Financial numbers are to be given in INR
3. The format shall be filled up for each member of the Consortium and as a cumulative experience for the Consortium

(Signature of Authorized Signatory)

**Company Seal & Stamp**

**Signature, Name, Address and Membership No. of Chartered Accountant**



## Bid Response Sheet 2

Name of the Bidder:	Member Code:
	Category:
1.	Name of Contract
	Country
2.	Name of Employer
3.	Employer's address, telephone and fax no.)
4.	Role (strike out whichever is not applicable) Developer/Prime contractor/ Subcontractor
5.	Value of the Total Contract (in specified currencies and INR)
6.	Value of the Bidder's Contract (in specified currencies and INR)
7.	Certified Billings till date (in specified currencies and INR)
8.	Date of Award
9.	Date of Commencement of Project/ Contract
10.	Date of Completion/ Commissioning

(Signature of Authorized Signatory)

## Company Seal & Stamp

### Instructions

1. Information provided in this section is intended to serve as a back up for information provided in accordance with Appendix 4, Bid Response Sheet

1. 1.
2. 2. The Projects cited must comply with the eligibility criteria specified in Clause 3.2.
3. 3. A separate sheet should be filled for each of the Eligible Projects.



**FORMAT FOR ESTABLISHING FINANCIAL CAPABILITY OF THE BIDDER****BID RESPONSE SHEET 3****Format for Financial Capability of Single Entity Bidder****Turnover and Net Worth**

<b>Net Worth (Rs. Crores )</b>	<b>Turnover ( Rs. Crores)</b>		
<b>As on 31.3.13</b>	<b>Year</b>	<b>Year</b>	<b>Year</b>

(Signature of Authorized Signatory)

**Company Seal & Stamp**

**Signature, Name, Address and Membership No. of Chartered Accountant**



## BID RESPONSE SHEET 4

### Format for Financial Capability of Consortium

#### Turnover and Net Worth

Bidder Type	Equity share (%)	Turnover (Crores)			Net Worth (Rs. Crores) As on 31.3.12
		Year	Year	Year	
Consortium Member 1					
Consortium Member 2					
Consortium Member ...					
Total					

Aggregate Turnover = Rs -----crores

Aggregate Net worth = Rs \_\_\_\_\_ crores

(Signature of Authorized Signatory)

Company Seal & Stamp



Signature, Name, Address and Membership No. of Chartered Accountant

### GUIDELINES FOR PROVIDING INFORMATION RELATED TO FINANCIAL CAPABILITY

1. The Bidder shall provide the Financial Capability based on its own audited financial statements. Financial capability of the Bidder's parent company or its subsidiary or any associate company (who are not Members of the Consortium) will not be considered for computation of the Financial Capability of the Bidder.
2. Member Code LM = Lead member, AM = Associate Member
3. Instructions for calculation of Financial Capability:
  - (a) Net Worth = Subscribed and Paid-up Equity (including Share Premium, if any) + Reserves – Revaluation Reserves -Miscellaneous expenditure not written off - Deferred Revenue Expenditure-Deficit in Profit & Loss Account
  - (b) The financial year would be the same as followed by the Bidder for its annual report. Year 1 will be the last Financial Year. Year 2 shall be the year immediately preceding Year 1 and so on.
  - (c) The Bidder shall provide audited Annual Reports as required under this Bid Document. For a Consortium, audited Annual Reports of all Members shall be provided.
  - (d) In case of a Consortium comprising of members with holdings in each other, the cross holdings between the group companies comprising part of the Consortium will be deducted for the purpose of Net Worth calculations.
4. If the Bidder is a Consortium the Financial Details of all the members need to be provided. The Financial Details shall be provided in the following manner.

Name of Member: Role of Member:

S No.	Particulars as per the Audited Balance Sheet	Year 3	Year 2	Year 1	TOTAL
1.	Profit After Tax (PAT)				
2.	Depreciation				
3.	Other noncash expenditure				
4.	Subscribed and Paid up Equity				
5.	Reserves				



6.	Revaluation reserves				
7.	Miscellaneous expenditure not written off				
8.	Deferred Revenue Expenditure				
9.	Deficit in Profit & Loss Account				
10.	<b>Net Cash Accruals = (1+2+3)</b>				
11.	<b>Net Worth = (4+5-6-7-8-9)</b>				

(Signature of Authorized Signatory)

**Company Seal & Stamp Signature, Name, Address and Membership No. of Chartered**

**Accountant**



**FORMAT FOR ANTI-COLLUSION CERTIFICATE**  
*[To be submitted on the letter head of the Bidders separately]*  
**Anti-Collusion Certificate**

Date: -----

To,

.....  
.....

**Sub: Development of Adventure Tree Park at Kushak Nala on Design, Build, Finance, Operate and Transfer (DBFOM) basis**

Sir,

We hereby certify and confirm that in the preparation and submission of this Bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

We further confirm that we have not offered nor will offer any illegal gratification in cash or in kind to any person or agency in connection with the instant Bid.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2014

Name of the Bidder

Signature of the Authorized Person

**Note:**

*To be submitted by each Member in case of Consortium.*



**FORMAT FOR PROJECT UNDERTAKING**

*[To be submitted on the letter heads of the Bidders separately]*

To,

.....  
.....

**Development of Adventure Tree Park at Kushak Nala on Design, Build, Finance, Operate and Transfer (DBFOM) basis**

Sir,

We have read and understood the Bid Document in respect of the captioned project issued by CEO, NDMC, Government Of Delhi.

We hereby agree and undertake as under:

- (a) Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unqualified and unconditional in all respects.
- (b) We are not barred by the Government of India or the Government of Delhi or their Departments or Agencies from participating in any projects (DBFOM or otherwise).

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 20...

Name of the Bidder

Signature of the Authorized Person

**Company Seal & Stamp**



**FORMAT FOR PROJECT UNDERTAKING**  
*[In case of Consortium]*

**APPENDIX 8B**

*[To be submitted on the letter head of the Bidders separately]*

To,  
.....

**Sub: Development of Adventure Tree Park at Kushak Nala on Design, Build, Finance, Operate and Transfer (DBFOM) basis**

Sir,

We have read and understood the Bid Document in respect of the captioned project issued by IDMC.

We hereby agree and undertake to be an exclusive member of the consortium and not a member of any other consortium nor an independent Bidder, bidding for this project and have submitted only one

) Proposal in response to this RFP

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 20...

Name of the Bidder

Signature of the Authorized Person

Company Seal & Stamp



**Memorandum of Understanding/ Joint Bidding Agreement/Consortium Agreement**  
*(To be executed on Stamp Paper of appropriate value)*

**THIS JOINT BIDDING AGREEMENT/ CONSORTIUM AGREEMENT** is entered into on this the ..... day of ..... 20...

**AMONGST**

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

**AND**

2. .... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at ..... (hereinafter referred to as the **"Second Party"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

3. .... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at ..... (hereinafter referred to as the **"Third Party"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

**New Delhi Municipal Council** (hereinafter referred to as **"Concessioneing Authority"/ "Authority"/"Confirming Party"** which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors).

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) NDMC represented by its Chief Executive Officer (CEO) and having its principal offices at New Delhi, (M.P) (hereinafter referred to as the **"Authority"** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (the "Proposals") by its Request for Proposal for selection of developer for development of Adventure Tree Park at Kushak Nala through public private partnership.
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Proposal.
- (C) In order to have an inter se understanding between the Members of the Consortium, we hereby agree to enter into this Consortium Agreement which shall be binding on each of the Members of the Consortium as per the terms as stated herein.





## NOW IT IS HEREBY AGREED

as follows:

### 1. Definitions and Interpretations

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

### 2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project and for the purposes of jointly undertaking the Project by way of forming a joint stock company/special purpose vehicle/Concessionaire.

2.2 The Parties hereby undertake to participate in the Bidding Process and to undertake the Project, if selected, only through this Consortium, by way of forming an SPV of the Consortium i.e. the Concessionaire, and not individually and/ or through any other consortium, either directly or indirectly or through any of their Associates.

### 3. Covenants

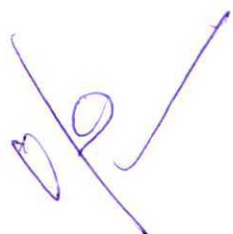
3.1 The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it shall enter into a Concession Agreement with the Authority, through Concessionaire, for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

3.2 The Parties further undertake to enter into a shareholders agreement immediately after the formation/incorporation of the Concessionaire to incorporate the terms and conditions of their participation in the Concessionaire as per the terms herein and carry out the necessary changes in the Memorandum and Articles of Association of the Concessionaire to adopt such terms of the shareholders agreement within 60 days from the date of incorporation of the Concessionaire. The Parties shall immediately furnish a copy of the shareholders agreement so entered and copy of modified Memorandum and Articles of Association of the Concessionaire to the office of NDMC.

### 4. Role of the Parties

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

- .(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the expiry/termination of the Concession Period as per the Concession Agreement;
- .(b) Party of the Second Part shall be the Technical and Operation and Maintenance Member of the Consortium; *(If separate from the Party of the First Part)*
- .(c) Party of the Third Part shall be the Financial Member of the Consortium; *(If separate from the Party of the First Part)*





## 5. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till such time as may be required under the terms of the Concession Agreement.

## 6. Shareholding in the SPV/Concessionaire (As may be applicable)

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV/Concessionaire shall be as follows:

6.2 The Parties undertake that no member of the Consortium shall divest/transfer its Interest or any part thereof in the Concessionaire for a period of two (2) years from the Commercial Operation Date of the Project (**Lock In Period**) as defined in the Concession Agreement.

6.3 The Parties undertake that after the Lock In Period the Parties may divest their Interest or any part thereof in the Concessionaire subject to the condition that:

S. No.	Party	Shareholding in the SPV
1.	First Party	.....%
2.	Second Party	.....%
3.	Third Party	.....%
	<b>TOTAL</b>	.....%

- i. the Lead Member continues to be the Lead Member of the Consortium and shall maintain at least 26% equity holding in the Consortium at all time during the remaining Concession Period;
- ii. the Member satisfying Technical and O & M qualification continues to be the same and shall continue to maintain at least 26% equity holding in the Consortium at all time during the remaining Concession Period.
- iii. The network criteria is fulfilled and maintained

6.4 Further, that each of the Party herein shall, for a period of 2 (two) years from the Commercial Operation Date of the Project, hold Interest in the Concessionaire of not less than 5% (five per cent) of the Total Project Cost specified in the Concession Agreement.

6.5 The Parties undertake that they shall comply with all equity Lock-in Period requirements set forth in the Concession Agreement.

## 7. Representation of the Parties

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

- (a) Such Party is duly organized, validly existing and is in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a

copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- .(i) require any consent or approval not already obtained;
- .(ii) violate any Applicable Law presently in effect and having applicability to it;
- .(iii) violate the memorandum and articles of association, bylaws or other applicable organizational documents thereof;
- .(iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- .(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- .(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- .(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

## **8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the termination of the Concession Agreement as per its terms and conditions.

## **9. Miscellaneous**

- 9.1** This Joint Bidding Agreement shall be governed by laws of India. The competent Courts at Delhi shall have the exclusive jurisdiction to deal with any matter arising out of the terms of this Agreement.
- 9.2** The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of NDMC.

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

SIGNED, SEALED AND SIGNED, SEALED AND DELIVERED





For and on behalf of SECOND PART LEAD MEMBER by:

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

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

SIGNED, SEALED AND SIGNED, SEALED AND DELIVERED

For and on behalf of THIRD PART: CONFIRMING PARTY:

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

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

In the presence of: 1.

2.

**Notes:**

1. *The mode of the execution of the Joint Bidding Agreement shall 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 shall be under common seal affixed in accordance with the required procedure.*
2. *Joint Bidding Agreement shall also include a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
3. *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Agreement has been executed.*

**Format of Letter of Acceptance**

(The Letter of Acceptance is to be submitted by EACH Consortium Member of the Bidding Consortium)

Date:

Place:

To,

.....

**Sub: Development of Adventure Tree Park at Kushak Nala on Design, Build, Finance, Operate and Maintenance (DBFOM) basis**

Dear Sir,

This has reference to the Proposal being submitted by (name of the Lead Consortium Member of the Bidding Consortium), as Lead Consortium Member of the Bidding Consortium comprising (mention name(s) of the Consortium Members) in respect of selection of Successful Bidder to Design, Build, Finance, Operate and Maintenance of Adventure Tree Park Kushak Nala in Delhi in response to the RFP Document issued by ..... dated....

We hereby confirm the following:

- .(a) We (name of the Consortium Members furnishing the Letter of Acceptance), have examined in detail and have understood and satisfied ourselves regarding the contents including in respect of the following:
  - .i. The RFP Document issued by NDMC;
  - ii. All subsequent communication between NDMC and the Bidder, represented by (Mention name of the Lead Consortium Member)
  - iii. The Proposal being submitted by (name of the Lead Consortium Member)

.(b) We agree to abide by the terms and conditions of the RFP Document and the Proposal being submitted by the Lead Consortium Member in respect of the Project.

.(c) We also reaffirm that (name of the Lead Consortium Member) continues to be the Lead Consortium Member and that (provide name, designation and address of authorized representative and signatory here) designated as the authorized representative and signatory of the Lead Consortium Member of the Bidding Consortium is the authorized representative and signatory in respect of all matters concerning our Proposal for this Project and contractual commitments thereof.

Thanking You,

Yours Sincerely,

For and on behalf of:

Signature:

Name of the Person:

Designation:





**Format of Letter of Commitment**

(The Letter of Commitment is to be submitted by EACH Promoter(s) and/or Associate(s) and/or Subsidiary (ies) of the Bidding Company / Consortium Members of the Bidding Consortium whose strength have to be credited for)

Date: Place:

To,

.....

**Sub: Development of Adventure Tree Park at Kushak Nala on Design, Build, Finance, Operate and Maintenance (DBFOM) basis**

Dear Sir,

This has reference to the Proposal being submitted by (name of the Lead Consortium Member of the Bidding Consortium), as Lead Consortium Member of the Bidding Consortium comprising (mention name(s) of the Consortium Members) in respect of selection of Successful Bidder to Design, Build, Finance, Operate and Maintenance of "Adventure Tree Park at Kushak Nala" in response to the Request for Qualification cum Proposal ("RFP") Document issued by NDMC.

We hereby confirm the following:

1. We (name of the Promoter/Affiliate/Subsidiary), have examined in detail and have understood and satisfied ourselves regarding the contents including in respect of the following:
  - i. The RFP Document issued by NDMC;
  - ii. All subsequent communication between NDMC and the Bidder, represented by (name of the Bidding Company or of the Lead Consortium Member in case of a Bidding Consortium);
  - iii. The Financial Proposal being submitted by (name of the Bidding Company or of the Lead Consortium Member in case of a Bidding Consortium)
2. We agree to abide by the terms and conditions of the RFP Document and the Proposal being submitted by the Bidding Company / Lead Consortium Member in respect of the Project.
3. We also reaffirm that (give name, designation and address of authorized representative and signatory here) designated as the authorized representative and signatory of the Bidding Company / Lead Consortium Member of the Bidding Consortium is the authorized representative and signatory in respect of all matters concerning our Proposal for this Project and contractual commitments thereof.

Thanking You,

Yours Sincerely,

For and on behalf of:

Signature:

Name of the Person:

Designation:

**Financial Proposal (Format for Information Submission)**  
(To be provided on the letterhead of the Bidder) Date: Place:

To,

.....  
.....

Dear Sir,

**Sub: Development of Adventure Tree Park at Kushak Nala in Delhi on Design, Build, Finance, Operate and Maintenance (DBFOM) basis**

1. We the undersigned Bidder, submit the following as our Financial Proposal in response to the RFP issued by NDMC.
2. Rs.....(Rupees ..... Only) is the Annual Concession Fee (ACF) to be paid every year in advance at all time during the operation period to NDMC, in form of Demand Draft in favour of Secretary, NDMC payable at New Delhi, to be enhanced by an inflation adjustment factor of 10% after every three years for the initial five (05) years and thereafter @ 15% every year.
3. We confirm that the Financial Proposal conforms to all the terms and conditions stipulated in the RFP Document.
4. We confirm that our Financial Proposal is FINAL in all respects and contains NO conditions.
5. We confirm that in the event of more than one Responsive Bidders quoting the same lump sum value, NDMC shall break the tie by way of draw between such Bidders.
6. We confirm that, the information submitted in our Financial Proposal is complete and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
7. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to prepare this Financial Proposal and as required to design, build, finance, operate and transfer the Project, in the event that we are finally selected.
8. That the Annual Concession Fee (annuity) will be payable in advance within 7 days of the beginning of the operation period.
9. If the Annual Concession Fee (annuity) is not paid in advance within specified time the Performance Guarantee provided for the same will be en-cashed by the Authority.

For and on behalf of:

Signature:

Name of the Person:

Designation:





**APPENDIX-13**  
**Performa for Bank Guarantee for Performance Security – NDMC**

From: .....  
[Name and Address of Bank/ Financial Institution]

To,  
.....  
.....

1. In consideration of the New Delhi Municipal Council represented by CEO, NDMC (hereinafter called "the NDMC") having agreed to exempt \_\_\_\_\_ [hereinafter called "the said Bidder(s)"] from the demand, under the terms and condition of an Agreement, dated \_\_\_\_\_ made between \_\_\_\_\_ and NDMC for Design, Build, Finance, Operate and Maintenance of "Tree Adventure Park at Kushak Nala in Delhi" (hereinafter called "the said Agreement"), of performance security for the due fulfillment by the said Developer of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs. (Rupees only), We, \_\_\_\_\_ (hereinafter referred to as "the Bank") at the request of Developer do hereby undertake to pay to NDMC an amount not exceeding Rs. /- ..... in the event of any loss or damage caused to or suffered or would be caused to or suffered by NDMC by reason of any breach by the said Developer(s) of any of the terms or conditions contained in the said Agreement.

2. We \_\_\_\_\_ (indicate the name of bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from NDMC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by NDMC by reason of breach by the said Developer of any of the terms or conditions contained in the said agreement or by reason of the Developer's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the 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. /-.....

3. We undertake to pay to NDMC any money so demanded notwithstanding any dispute or disputes raised by the Developer in any suit or proceeding pending before any court or Tribunal relating to our liability under these present being absolute and unequivocal, unless otherwise directed by such Court or Tribunal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under.

4. We \_\_\_\_\_ (Indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of NDMC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till NDMC certifies that the terms and conditions of the said Agreement, have been fully and properly carried out by the said Developer and accordingly discharges this guarantee, however not exceeding six months beyond the date of expiry of the

Concession Period. Unless a demand or claim under this guarantee is made on us in writing on or before the date of expiry of the Agreement, we shall be discharged from all liability under this guarantee thereafter.

5. We \_\_\_\_\_ (indicate the name of Bank) further agree with NDMC that NDMC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by NDMC against the said Developer and to forbear or enforce any of the terms and conditions relating in the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Developer or for any forbearance, act or commission on the part of NDMC or any indulgence by NDMC to the said Developer or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Developer.

7. We, \_\_\_\_\_ lastly undertake not to revoke this guarantee during (indicate the name of bank)"s currency except with the previous consent of NDMC in writing.

SEAL OF [BANK/FINANCIAL INSTITUTION] .....

NAME OF [BANK/FINANCIAL INSTITUTION] .....

SIGNATURE ..... NAME

..... TITLE

..... DATE

.....

0/p ✓



## Project Details & Minimum Deliverables

### A. Objective of the Project

The objective of the NDMC is to develop/construct the Adventure Tree Park by creating high rope courses, Zip lines etc at the proposed Site location (using the French standards i.e NF S 52902-1 & 52902-2 & European Standards i.e. EN 15567:2007). To provide an unforgettable experience combining adventure and edutainment while sensitizing visitors to the fragile environment, thereby serving the society yet retaining the economic viability. The land is intended to be developed on PPP basis. The project to be developed would broadly include nature interpretation centre, parks, entertainment, food, nature trails and adventure sports.

### B. Proposed Site

The Site for the Adventure Park project is located in the heart of the New Delhi Municipal Council Area. The section of Kushak Nala from Sardar Patel Road to Teen Murti Road is earmarked for the Adventure Park project.

### C. Tourism Profile of the Proposed Site

With immense potential for nature based leisure and eco-tourism in the region, and after assessment of the feasibility of the possible tourist activities here the focal products at this destination will be an eco-park with eco resort, food courts/ cafeteria, adventure sports activities like Burma Bridge, Monkey Crawl, Artificial Rock Climbing, Rivulet Crossing, Canopy Walkway etc, directed towards a more comprehensive tourism experience.

The primary activities at this destination are proposed to be:

1. Eco-tourism Park with various facilities
2. Adventure sports activities and Children's park
3. Eco accommodation like cottages, tents, camps and tree houses

### D. Mandatory Activities

- a. Infrastructure facilities like Toilet Facilities (for ladies, gents and handicaps), Parking Area, Drinking Water, Sit-outs, Gazeboes, Signage's, solar lighting, landscaping and site development etc.
- b. Staff Huts, Interpretation Centre, Library, Souvenir Shop, Natural Trail, Cycling Tracks, Children's Park, Herbal Shop, Nursery, Cafeteria, Tree House/ Camp Site, Children Play Area, Rope walking, Treasure Hunting, Adventure sports activities like, Archery Ground, Paint Ball, Artificial Rock, Burma Bridge, , Rivulet crossing.
- c. The Facility may be designed as per the requirement of the Project. The use of standards and specifications for use of material, construction technology and operations shall adhere to the national and international set of specifications and the best practices in the industry.
- d. All basic necessities like drinking water, toilets, DG sets, Fire fighting facility, security shall be provided.