

**Request for Proposal Document for Operation and  
Maintenance of Convention Centre at Jai Singh  
Road through Public Private Partnership**

**2014**

**New Delhi Municipal Council (NDMC)**

<b>Date of Publication of Bid</b>	<b>25.04.2014</b>
<b>Pre-Bid Meeting</b>	<b>09.05.2014 at 11:00 AM in the Office of Director (Projects)</b>
<b>Last date for submission of Bids</b>	<b>30.05.2014 at 3:00 PM</b>

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### **Disclaimer & Confidentiality**

- 1 The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Applicant(s)/Bidder(s), whether verbally or in documentary or any other form by or on behalf of NDMC or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- 2 This RFP is not an agreement and is neither an offer nor invitation by NDMC to prospective Bidders. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their proposal i.e. General Documents, Technical Proposal and Financial Proposal (the "Bid") pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by NDMC 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 NDMC, 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.
- 3 Information provided in this RFP to the Bidders is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
- 4 NDMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. NDMC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or 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 during the Bidding Process.
- 5 NDMC 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.
- 6 NDMC may in its absolute discretion at any time, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. NDMC may also withdraw or cancel the RFP at any time without assigning any reasons thereof.
- 7 The issue of this RFP does not imply that NDMC is bound to select a Bidder or to appoint the Selected Bidder, as the case may be. NDMC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- 8 The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NDMC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and NDMC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

## GLOSSARY

<b>Bid</b>	As defined in the Disclaimer
<b>Bid Due Date</b>	As defined in Clause 2.5 read with Clause 6.3
<b>Bid Security</b>	As defined in Clause 7.1.1
<b>Bid Validity Period</b>	As defined in Clause 2.2
<b>Bidder(s)</b>	As defined in Clause 2.2
<b>Bidding Documents</b>	As defined in Clause 2.2
<b>Bidding Process</b>	As defined in Clause 2.1
<b>Concessionaire</b>	As defined in Clause 1.3
<b>Concession Agreement</b>	As defined in Clause 1.3
<b>Concession Period</b>	As defined in Clause 1.3
<b>Project</b>	As defined in Clause 1.1
<b>Eligibility Criteria</b>	As defined in Clause 4
<b>Eligible Projects</b>	As defined in Clause 4.1.1
<b>Financial Criteria</b>	As defined in Clause 4.1.2
<b>Joint Venture Agreement (JVA)</b>	As defined in Clause 3.1.10
<b>Lead Member</b>	As defined in Clause 3.1.4
<b>Letter of Award (LoA)</b>	As defined in Clause 9.5.1
<b>NDMC</b>	As defined in Clause 1.1
<b>Non Responsive Bid</b>	As defined in Clause 9.2.1
<b>Performance Security</b>	As defined in Clause 11.1
<b>Qualified Bidders</b>	As defined in Clause 9.3.2
<b>Responsiveness</b>	As defined in Clause 9.2.1
<b>Special Purpose Vehicle (SPV)</b>	As defined in Clause 3.1.3

The words and expressions beginning with capital letters and defined in this RFP shall, unless the context otherwise requires, have the meaning ascribed thereto herein; and the words with capital letters not defined in this RFP shall have bear the meaning as ascribed to it in the Bidding Documents.

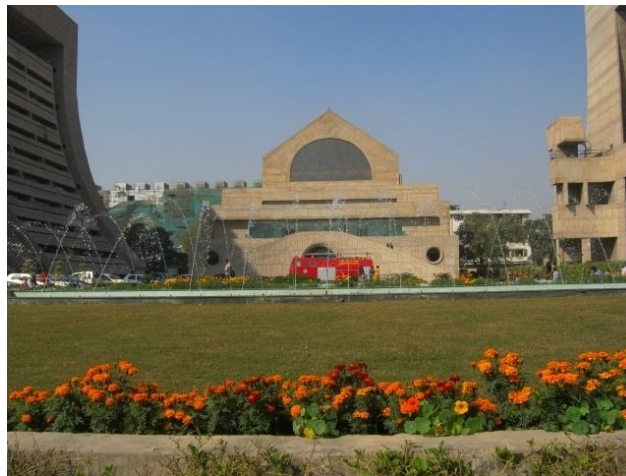
## 1 INTRODUCTION

1.1 New Delhi Municipal Council (“NDMC” or “Authority”), Government of NCT of Delhi has decided to undertake operation and maintenance of the Convention Centre at Jai Singh Road (“Project”) through Public-Private Partnership (“PPP”) and has decided to carry out the bidding process for selection of a bidder to whom the Project may be awarded.

1.2 Brief particulars of the Project are as follows:

The NDMC Convention Centre at Jai Singh Road was inaugurated on 13th December 2010. The Centre is located in the heart of the capital adjacent to NDMC’s headquarters on Parliament Street. The Convention Centre has the following facilities –

- one auditorium of 300 seating capacity,
- two conference halls with seating capacity of 42 each,
- four conference halls with seating capacity of 12 each and
- facilities like videoconferencing, high definition video projection system, modern acoustics and central air-conditioning with well equipped cafeteria and office space.



NDMC Convention Centre

It has been decided that the Convention Centre will be provided to schools, companies and corporate for meetings, seminars and conferences only. The Convention Centre has been constructed in such a way that it represents a rare blend of modernity and heritage – from the outside, the building facade and curves reflect the architecture of Jantar Mantar. The Convention Centre has been provided with an adequate parking. The construction cost of the Convention Centre is Rs. 103 crore (Convention Centre Cost).

1.3 The selected private player (the “**Concessionaire**”) shall be responsible for Operation and Maintenance of the Convention Centre as per provisions of the **Concession Agreement** (CA) and Standard Industry Practices. The Concession Period would be 7 years.

1.4 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire or NDMC’s right to amend, alter, change, supplement or clarify the scope of work, the partnership to be formed pursuant to this RFP or the terms thereof are contained herein. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by NDMC.

## 2 BRIEF DESCRIPTION OF BIDDING PROCESS

- 2.1 For the selection of Concessionaire, NDMC has adopted a single-stage process (referred to as the "**Bidding Process**").
- 2.2 During the Bidding Process, the applicants (the "**Bidders**") will be requested to submit their Bids pursuant to this RFP in accordance with the terms set forth in this RFP, all the Volumes, Appendices and Addenda thereof issued by NDMC as part of this Bidding Process (collectively the "**Bidding Documents**"), as modified, altered, amended and clarified from time to time by NDMC. All Bids shall be prepared and submitted in accordance with such terms. The Bid shall be valid for a period of not less than 180 days from the Bid Due Date (the "**Bid Validity Period**"). NDMC reserves the right to reject the Bid which does not meet this requirement. Any further extension of the Bid Validity Period shall be with the consent of the Bidders. Further details of the process to be followed during the Bidding Process and the terms thereof are spelt out in this RFP.
- 2.3 The Bidders, who may either be single applicants or consortia, if it is a single applicant that will need to meet the Eligibility Criteria as specified in Clause 4. In case the Bidder is a Consortium, the Bidder shall meet all the provisions specified in Clause 3.
- 2.4 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax or e-mail within the time frame provided in Clause 2.5 below, to the officer designated in Clause 6.2.5 below. The envelopes / communication shall clearly bear the following identification/ title:

**"Queries / request for additional information: Request for Proposal for Operation and Maintenance of Convention Centre at Jai Singh Road through Public Private Partnership "**.

- 2.5 NDMC shall endeavor to adhere to the following bidding schedule:

EVENT DESCRIPTION	DATE
Issue of advertisement	D
Last date for receiving queries on RFP	D + 15 days
Pre-Bid Conference	D + 20 days (1230 hours IST) at NDMC Palika Kendra Building, New Delhi
Answering queries on RFP	D + 35 days
Last date for submission of Bids (" <b>the Bid Due Date</b> ")	D + 55 days upto 1600 hours IST
Opening of Envelopes containing General Documents and Technical Proposal	D + 55 days at 1630 hours IST
Opening of Financial Proposals	To be announced later

### 3 CONSORTIUM RELATED MATTERS

- 3.1 A Consortium shall be eligible for consideration subject to the conditions set out below.
- 3.1.1 The number of Members in a Consortium can be a maximum of 2 (two).
- 3.1.2 The Bid should contain the information required for each member of the Consortium.
- 3.1.3 Whether a single entity or consortium, the bidder(s) shall be required to form a **“Special Purpose Vehicle (SPV)”**.
- 3.1.4 Members of the Consortium shall nominate one member as the lead member **(the “Lead Member”)**, who shall have an equity share holding of at least 51% (fifty one percent) of the subscribed and paid up equity of the SPV till the end of Concession Period. The nomination(s) shall be supported by a Power of Attorney, as per the format provided in the RFP, signed by all other members of the Consortium. The Lead Member shall be the point of contact throughout the Bidding Process.
- 3.1.5 In addition to the requirement vis-à-vis Lead Member, the other consortium member shall hold at least 26% (twenty six per cent) stake in the SPV.
- 3.1.6 The Consortium as a whole must satisfy both the Technical and Financial Capability requirements given in Clause 4.
- 3.1.7 The Bidder should include a brief description of the roles and responsibilities of individual members of the Consortium, particularly with reference to financial and technical obligations.
- 3.1.8 An individual Bidder cannot be a member of any other Consortium bidding for the Project. Further, a member of a Consortium can neither bid for the Project as an individual Bidder nor as a member of any other Consortium bidding for the Project.
- 3.1.9 The parties to a Consortium, if chosen as the Selected Bidder, shall be required to contribute equity to and fulfill shareholding commitments in the SPV as per Clauses 3.1.4 and 3.1.5 above. All members of the Consortium shall collectively hold throughout the Concession Period not less than 100% of the subscribed and paid up equity of the SPV.
- 3.1.10 Members of the Consortium shall enter into a binding Joint Venture Agreement **(the “Joint Venture Agreement”)** for the purpose of submitting the Bid. The Joint Venture Agreement (JVA) shall, inter alia:
- a. Convey the intent to contribute equity to the SPV in accordance with this RFP,
  - b. Convey the intent to carry out Operation and Maintenance of the Convention Centre
  - c. Clearly outline the proposed roles and responsibilities of each member of the Consortium at each stage;
  - d. Commit minimum equity stake to be held by each member of the Consortium; and
  - e. Include a statement to the effect that all members of the Consortium shall provide Performance Security and be liable jointly and severally for execution of the Project in accordance with the terms of the Concession Agreement (CA).
- 3.1.11 A copy of the JVA should be submitted along with the Bid. The JVA entered into between the Members of the Consortium should fulfill the above requirements, failing which the Bid shall be considered Non-Responsive.

### 3.2 **Change in composition of Consortium**

- 3.2.1 No change in the composition of the Consortium shall be allowed during the Concession Period.
- 3.2.2 If any change in the Consortium composition occurs before execution of the CA but after declaration of the Consortium as the Selected Bidder, the Bid of the Consortium will become Non-Responsive. In such an event, NDMC shall appropriate the Bid Security, without prejudice to any other right or remedy that may be available to NDMC hereunder or otherwise. NDMC can exercise its discretion to commence negotiations with the second highest bidder in the Bidding Process or cancel the Bidding Process.
- 3.2.3 If any change in the Consortium composition occurs after execution of the CA and before the completion of Concession Period, it would be deemed to be a breach thereof, and the CA shall be liable to be terminated without NDMC being liable in any manner whatsoever to the Selected Bidder. In such an event, notwithstanding anything to the contrary contained in the CA, NDMC shall appropriate the Performance Security, without prejudice to any other right or remedy that may be available to NDMC hereunder or otherwise.
- 3.2.4 If such change occurs during the Bidding Process, it may be permitted by NDMC, only where:
- a) the Lead Member continues to be the Lead Member of the Consortium and total number of members in the modified Consortium doesn't exceed 2;
  - b) the substitute is at least equal, in terms of Technical and Financial Capacity, to the Consortium Member who is sought to be substituted; and
  - c) the new Member expressly adopts the Application already made on behalf of the Consortium as if it were a party to it originally, and is not a Member of any other Consortium bidding for this Project and is not bidding on an individual basis for this Project.

Approval for change in the composition of a Consortium shall be provided at the sole discretion of the Authority and must be provided by the Authority in writing. If change in composition occurs during the Bidding Process, the Bidder must submit its application for change in composition of the Consortium no later than 15 (fifteen) days prior to the Bid Due Date.

## 4 **ELIGIBILITY CRITERIA**

- 4.1 The Bidders should meet the following Eligibility Criteria for submission of the Bid.

### 4.1.1 **Technical Criteria**

Technical Capacity: For demonstrating technical capacity and experience (the "Technical Capacity"), the Applicant shall, over the past 3 (three) financial years preceding the Application Due Date, have experience of Operation and Maintenance of Convention Centre, Exhibition Facilities, Hotels, Resorts, Leisure Recreation and Sports Complexes, Commercial Complexes and chain of Restaurants.

- Experience of Operation and Maintenance of Convention Centre having seating capacity of 200 persons or more

OR



- Experience of Operation and Maintenance of Exhibition Facilities, Hotels, Resorts, Leisure Recreation and Sports Complexes, Commercial Complexes and Chain of Restaurants.

#### 4.1.2 Financial Criteria

The Bidder shall have –

- (i) A minimum Net worth of Rs. 3,00,00,000 (Rs. Three crore)
- (ii) Average Turnover of Rs. 4,00,00,000 (Rs. Four crore) over the last 3 Financial Years, and,
- (iii) Positive Cash Flows during each of the 3 Financial Years.

In case of a Consortium, the combined technical capability and net worth will be considered.

#### 4.1.3 Advertizing Experience

Bidder will have to demonstrate advertising capacity. In case Bidder does not have advertizing capacity on its own, then it will have to give an undertaking that in case project is awarded, it will acquire that experience through tie up with some accredited advertizing agency within 2 months of signing of the Concession Agreement.

### 5 INSTRUCTIONS TO BIDDERS

#### A GENERAL

##### 5.1 General terms of bidding

5.1.1 All Bidders are required to submit their Bid in accordance with the guidelines set forth in this RFP. In order to promote consistency among Bids and minimize potential misunderstandings regarding interpretation of Bids by NDMC, the format in which Bidders have to specify the fundamental aspects of their Bid have been outlined in this RFP.

5.1.2 Submission of Bid in response to this RFP would have to be made in separate sealed envelopes as indicated below:

- Envelope I - General Documents
- Envelope II - Technical Proposal
- Envelope III - Financial Proposal

5.1.3 The contents of each envelope are listed below:

- **Envelope I - General Documents:** The Bidders need to submit one set of the following documents as part of the Bid
  - Covering letter in the format provided in **APPENDIX II - COVERING LETTER**
  - Original RFP Document duly signed. It shall be expressly agreed therein that the Bidder has read and understood the entire RFP Document and other documents / requirements and shall comply with the same
  - A brief description of the Bidder in the format provided in **APPENDIX III – GENERAL INFORMATION**
  - **Power of Attorney for Bid signatory** in the format provided in

- **APPENDIX IV** – FORMAT FOR POWER OF ATTORNEY FOR BID SIGNATORY

- Bid Affidavit in the format provided in

- **APPENDIX V** – FORMAT OF BID AFFIDAVIT

- Bid undertaking in the format provided in **APPENDIX VI** – FORMAT OF BID UNDERTAKING

- Anti Collusion Certificate in the format provided in **APPENDIX VII** – FORMAT OF ANTI-COLLUSION CERTIFICATE

- Joint Venture Agreement for Consortium Bidders in the format provided in **APPENDIX VIII** – JOINT VENTURE AGREEMENT TO BE EXECUTED BETWEEN THE MEMBERS OF A CONSORTIUM

- Power of Attorney for Lead Member of Consortium Bidders in the format provided in

- **For and** on behalf of: For and on behalf of:

- <Entity Name> <Entity Name>

-

- Authorized Signatory

Authorized Signatory

Name :

Name :

Designation :

Designation :

Witness

Witness

- **APPENDIX IX** – FORMAT OF POWER OF ATTORNEY FOR THE LEAD MEMBER OF CONSORTIUM (On a Stamp Paper of relevant value)

- Letter of Commitment as per the format provided.

– APPENDIX X – FORMAT OF LETTER OF COMMITMENT

- **Envelope II – Technical Proposal:** Bidders will be required to submit a Technical Proposal. The Technical Proposal shall include:
  - Copies of Company Registration Certificate
  - Copies of similar type (atleast three numbers) of Work Orders
  - Copies of PAN , Service Tax & VAT Registration and etc.
  - Copies of latest Income Tax return, Bidder's duly audited Balance Sheet and Profit & Loss Account for the preceding three years
  - Proofs supporting Eligibility Criteria i.e. Chartered Accountant certificate etc as detailed in **APPENDIX XI - FORMAT FOR ELIGIBILITY CRITERIA**
  - Details of eligibility as per the format in **APPENDIX XI - FORMAT FOR ELIGIBILITY CRITERIA**
  
- **Envelope III – Financial Proposal:** Bidders will also be required to submit a Financial Proposal as per the format **APPENDIX XII – FORMAT FOR FINANCIAL PROPOSAL**, quoting the Upfront amount to be paid to NDMC.

5.1.4 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable for rejection as a Non-Responsive Bid.

5.1.5 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language

5.1.6 The Bidding Documents including this RFP and all attached documents are and shall remain the property of NDMC and are issued to the Bidders solely for the purposes of preparation and submission of the Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Bid and any information provided therewith by the Bidder within the Bid Due Date shall become the property of NDMC and NDMC shall not return the same to any Bidder.

5.1.7 This RFP along with its Appendices is not transferable.

5.1.8 Any award pursuant to this RFP shall be subject to the terms of the Bidding Documents.

## 5.2 Cost of bidding

5.2.1 The Bidders shall be responsible for all costs associated with preparation of their Bids and their participation in the Bidding Process. NDMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

## 5.3 Verification of information

5.3.1 To obtain first-hand information on the scope of work and local conditions, bidders are encouraged to meet NDMC's representative before submitting their Bid. The Bidders are encouraged to attend a Pre-Bid Conference as specified in Clause 2.5. Attending the Pre-Bid Conference is optional.

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

- made a complete and careful examination of the Bidding Documents - failure to comply with the requirements of the RFP shall be at the Bidder's risk;
- received all relevant information requested from NDMC;
- acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of NDMC relating to any of the matters referred to in Clause 5.3.1 above;
- satisfied itself about all matters, things and information necessary and required for submitting an informed Bid and performance of all of its obligations there under;
- acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc from NDMC, or a ground for termination of the CA; and
- agreed to be bound by the undertakings provided by it under and in terms hereof.

5.3.3 NDMC shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by NDMC.

#### 5.4 **Right to accept or reject any or all Bids**

5.4.1 Notwithstanding anything contained in this RFP, NDMC reserves the right to accept or reject any Bid, and to annul the Bidding Process, and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

5.4.2 NDMC reserves the right to reject any Bid and appropriate the Bid Security and encash the bank guarantee as per the provisions of Clause 7.1.5.

5.4.3 Any misrepresentation / improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the highest Bidder gets disqualified / rejected, then NDMC reserves the right to:

- invite the remaining Bidders to submit Bids in accordance with Clause 9.4;
- take any such measure as may be deemed fit in the sole discretion of NDMC, including annulment of the Bidding Process; and
- appropriate the Bid Security or the Performance Security as the case may be, in the event of misrepresentation by the Bidder(s).

5.4.4 In case it is found during evaluation or at any time before signing of the CA or after its execution and during the period of subsistence thereof, that one or more of the Eligibility Criteria have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information,

- The Selected Bidder shall be disqualified forthwith if not yet appointed by issue of LoA.
- If the Selected Bidder has already been issued **the Letter of Award ("LoA")** and the Selected Bidder has entered into the CA with NDMC, the CA will be terminated, by a communication in writing by NDMC to the Selected Bidder.

In such an event, NDMC shall appropriate the Bid Security or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to NDMC under this RFP or law.

- 5.4.5 NDMC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents. Failure of NDMC to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of NDMC thereunder.

## **B DOCUMENTS**

### **5.5 Clarifications**

- 5.5.1 To facilitate evaluation of Bids, NDMC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid. The request for such clarifications or substantiation and the response shall be in writing or by facsimile. No material change in the Bid would be permitted by way of such clarification / substantiation submitted by the Bidder.

- 5.5.2 However, NDMC reserves the right not to respond to any question or provide any clarification or consider any amendment(s) suggested by the Bidders, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring NDMC to respond to any question or to provide any clarification or consider any amendment suggested by the Bidders.

- 5.5.3 NDMC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by NDMC shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by NDMC or its employees or representatives shall not in any way or manner be binding on NDMC.

- 5.5.4 Bidders may note that subject to the provisions of Clause 5.5.3 above, NDMC will not entertain any deviations to the RFP at the time of submission of Bids or thereafter. Bid to be submitted by the Bidder would have to be unconditional and unqualified and the Bidder would be deemed to have accepted the terms and conditions of this RFP and all its contents. Any conditional Bid shall be regarded as Non-Responsive and would be liable for rejection.

### **5.6 Amendment of RFP**

- 5.6.1 At any time prior to the Bid Due Date, NDMC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addendum.

- 5.6.2 Any Addendum thus issued will be sent in writing and shall be binding upon all Bidders.

- 5.6.3 In order to provide the Bidders a reasonable time for taking into account the contents of any Addendum, or for any other reason, NDMC may, at its own discretion, extend the Bid Due Date by an appropriate period.

## **6 PREPARATION AND SUBMISSION OF BIDS**

### **6.1 Content, format, signing and submission of Bids**

- 6.1.1 The Bidders shall submit all documents as required in the Bid in prescribed form in hard copy. Bids which are found to be incomplete in terms of documentation shall be summarily rejected. Any conditional Bids shall also be rejected during the evaluation of the Bidders.

6.1.2 Bidders would provide all information as per this RFP and in the specified format. NDMC will evaluate only those Bids that are received in the required formats and are complete in all respects.

6.1.3 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. All alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

6.1.4 Each Bid shall be submitted in three separate sealed envelopes as specified in Clause 5.1.2 above, with each sealed envelope containing documents/information as detailed in Clause 5.1.3.

## 6.2 Sealing and marking of Bids

6.2.1 The Bidder shall prepare the Bids as per the directions provided in Clause 6.1.4 above. Considering the same, the Bidder shall prepare and seal and mark the bids as under:

- Envelope I marked "General Documents"
- Envelope II marked "Technical Proposal"
- Envelope III marked "Financial Proposal"

6.2.2 The Bidder shall then seal Envelope I marked "General Documents", Envelope II marked "Technical Proposal" and Envelope III marked "Financial Proposal" in an outer cover which shall be sealed and marked as "**Bid for Selection of Concessionaire for Operation and Maintenance of Convention Centre at Jai Singh Road through Public Private Partnership**".

6.2.3 All covers, both inner and outer must be super-scribed with the following information:

- Name and address of the Bidder
- Contact person with contact details – phone, fax no. and email address.

6.2.4 The Bidder shall submit one original set of documents comprising the Bid, clearly marked "ORIGINAL". In addition, the Bidder shall make one (1) copy of the Bid, clearly marked "COPY". In the event of any discrepancy between the Original and the Copy, the Original shall prevail.

6.2.5 The covers marked "ORIGINAL" and "COPY" shall be addressed to:

Attn. of **Sh. O.P. Mishra**  
**Director (Projects)**  
**New Delhi Municipal Council**  
**7008, 7th Floor, Palika Kendra Building,**  
**Parliament Street, New Delhi-110001**

6.2.6 If the envelopes are not sealed and marked as instructed above, NDMC assumes no responsibility for misplacement or premature opening of the contents of the Bid submitted and such Bid – at the sole discretion of NDMC – may be deemed to be Non-Responsive and hence, would be liable for rejection.

6.2.7 Bidder can submit the Bid by registered post / courier or submit the Bid in person, so as to reach the designated address by the Bid Due Date. NDMC shall not be responsible for any delay in submission of the Bids. Any bids received by NDMC after the Bid Due Date shall not be opened.

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

### 6.3 **Bid Due Date**

6.3.1 Bids should be submitted on the time and date provided in Clause 2.5 in the manner and form as detailed in this RFP. Bids submitted by either facsimile, telex or email will not be accepted.

6.3.2 NDMC may, at its sole discretion, extend the Bid Due Date by issuing an Addendum – in accordance with Clause 5.6 – uniformly to all Bidders.

### 6.4 **Late Bids**

6.4.1 Bids received by NDMC after the time and date mentioned in Clause 6.3 shall not be eligible for consideration and shall be summarily rejected.

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

6.5.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by NDMC prior to Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

6.5.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 6.2 before the Bid Due Date, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

6.5.3 Any alteration / modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by NDMC, shall be disregarded.

### 6.6 **Rejection of Bids**

6.6.1 NDMC reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for NDMC to accept any Bid or to give any reasons for their decision.

6.6.2 NDMC reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

### 6.7 **Validity of Bids**

6.7.1 The validity of the Bid shall be as mentioned in Clause 2.2.

### 6.8 **Bid opening**

6.8.1 NDMC reserves the right to reject any Bid not submitted on time and which does not contain the information / documents as set out in this RFP.

6.8.2 NDMC would open and scrutinize the submissions.

6.8.3 The documents in Envelope I will be opened, processed & scrutinized to determine Non-Responsive Bids.

6.8.4 The Envelope II shall not be opened for Non-Responsive Bids.

6.8.5 Based on scrutiny of Envelope II submissions of Bidders, those meeting the Eligibility Criteria and scoring minimum 80% marks will be declared as Qualified Bidders, as per the procedure prescribed under Clause 9.3.2.

6.8.6 The Envelope III submission of only Qualified Bidders shall be opened at a time and date to be specified in the presence of all Qualified Bidders who choose to be present.

## 6.9 Language and currency

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

6.9.2 The currency for the purpose of the Bid shall be Indian Rupees (INR).

## 6.10 Confidentiality

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

## 6.11 Correspondence with the Bidder

6.11.1 NDMC shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

## 7 BID SECURITY

### 7.1 Bid Security

7.1.1 Each Bid shall be accompanied by a bid security (the "**Bid Security**") of INR 5,00,000/- (Rupees Five Lakh Only) by Demand Draft / Banker's cheque in favour of 'New Delhi Municipal Council', payable at New Delhi. The Bid Security shall be valid for the Bid Validity Period, and may be extended as per directions of NDMC from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

7.1.2 Bid Security of other Bidders would be returned on acceptance of the Bid of the Selected Bidder or when the Bidding Process is cancelled by NDMC.

7.1.3 The Selected Bidder's Bid Security can be withdrawn upon the Selected Bidder furnishing the Performance Security in accordance with the provisions of the CA.

7.1.4 NDMC shall be entitled to appropriate the Bid Security on occurrence of any of the events specified in this RFP including those specified in Clause 7.1.5 herein below and any related clauses in the CA. The Bidder, by submitting its Bid pursuant to this RFP, would be deemed to have acknowledged and confirmed that NDMC will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid Validity Period. No relaxation on the Bid Security shall be given to any Bidder.

7.1.5 The Bid Security shall be appropriated by NDMC without prejudice to any other right or remedy that may be available to NDMC hereunder or otherwise, under the following conditions:

- if a Bidder submits a Non-Responsive Bid;



- if a Bidder engages in Corrupt Practices, Fraudulent Practices, Coercive Practices, Undesirable Practices or Restrictive Practices as specified in Clause 12 of this RFP;
- if a Bidder modifies or withdraws its Bid except as provided in Clause 6.5,
- if a Bidder withdraws its Bid during the interval between the Bid Due Date and expiration of Bid Validity Period;
- if any information or document furnished by the Bidder is found by NDMC to be misrepresenting, misleading or untrue in any material respect;
- in the case of Selected Bidder, if it fails within the specified time limit -
  - to accept the LoA; and / or
  - to sign the CA; and / or
  - to furnish the Performance Security as per the provisions of this RFP and the CA; and
- in case the Selected Bidder, having signed the CA, commits any breach thereof prior to furnishing the Performance Security.

## **8 SPECIAL INSTRUCTIONS**

### **8.1 Special Instructions**

#### **8.1.1 All Bidders should note the following:**

- The Bid (and any additional information requested subsequently) shall bear the initials of the Authorized Signatory of the Bidder and stamp of the entity thereof on each page of the Bid.
- The Bidder shall also return, along with their Bid, a copy of this RFP bearing the initials of the Authorized Signatory of the Bidder and stamp of the entity thereof on each page of these documents i.e. RFP. This shall indicate that the Bidder agrees to abide by all terms & conditions specified in the RFP.
- Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP or those that do not contain the required information as per the specified formats may be considered Non-Responsive and are liable for rejection.
- Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Bid Non-Responsive.
- All communication and information should be provided in writing and in the English language only.
- All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the higher amount will be taken as correct, whether the same has been provided in figures or in words.
- No change in or supplementary information to a Bid shall be accepted after the Bid Due Date. However, NDMC reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Bid. In case of non-submission, incomplete submission or delayed submission of

such additional information or clarifications sought by NDMC, the Bid would be evaluated solely on the basis of available information.

- The Bids shall be evaluated as per the criteria specified in this RFP. However, within the broad framework of the evaluation parameters as stated in the RFP, NDMC reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied, to all Bidders.
- Bidders are advised that their Bids be completely devoid of any conditions, whatsoever. Conditional Bids will be rejected.
- NDMC reserves the right to reject any or all of the Bids without assigning any reason whatsoever.
- NDMC also reserves the right to withdraw the Bidding Process at its discretion under intimation to the Bidders submitting the Bids, without assigning any reasons for the same.
- NDMC reserves the right to vet and verify any or all information submitted by the Bidder.
- Notwithstanding anything stated in this RFP, if any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by NDMC, is found to be incorrect or is a material misrepresentation of facts, then the Bid will be liable for rejection.
- The Bidder shall be responsible for all costs associated with the preparation of the Bid. NDMC shall not be responsible in any way for such costs, regardless of the conduct or outcome of the Bidding Process.

## **9 SELECTION PROCESS**

### **9.1 Process**

9.1.1 The evaluation of the Bids will be done as follows –

- **Phase 1 : Assessment of General Documents**
- **Phase 2 : Assessment of Technical Proposal**
- **Phase 3 : Assessment of Financial Proposal**

Each of the above phases is explained as under.

### **9.2 Phase 1 – Assessment of General Documents**

9.2.1 Bids submitted by the Bidders shall be initially scrutinized to establish “**Responsiveness**”. A Bid may be deemed a “**Non-Responsive Bid**” if the bid:

- is not received by the Bid Due Date as mentioned in Clause 2.5 of this RFP; and / or
- does not include sufficient information for it to be evaluated; and / or
- is not in the formats specified which materially affect the Selection Process; and / or
- is not signed and / or sealed in the manner and to the extent indicated in this RFP; and / or
- is not accompanied by a valid Bid Security; and / or
- is not accompanied by documents required as per this RFP.

9.2.2 NDMC reserves the right to reject any Non-Responsive Bid and no request for alteration, modification, substitution or withdrawal shall be entertained by NDMC in respect of such Non-Responsive Bid.

### 9.3 Phase 2 – Assessment of Technical Proposal

9.3.1 Subsequent to assessment in Phase 1, Phase 2 evaluation will be carried out for Responsive Bids only.

9.3.2 All Responsive Bids will be checked for Technical Proposal submissions to determine whether the Bidder meets the Eligibility Criteria in terms of Clause 4 and whether the Bids contain satisfactory information / understanding with respect to the Eligibility Criteria. NDMC may request Bidders to provide additional information to substantiate their claim regarding different Eligibility Criteria.

9.3.3 The bidder shall submit the supporting document regarding eligibility criteria as in para 4.1.1 of RFP including registration, work order and satisfactory completion report from the client.

9.3.4 All Bidders, who meet the Eligibility Criteria, would be declared as '**Qualified Bidders**' and would accordingly qualify for opening of Financial Proposals.

### 9.4 Phase 3 – Assessment of Financial Proposal

9.4.1 NDMC will examine Financial Proposals (Envelope III) of Qualified Bidders who have cleared Phase 2 of the Selection Process.

9.4.2 For the purpose of evaluation of Financial Proposals, 'the Upfront Amount' will be considered as 'Bidding Parameter'. In other words, the Bidder quoting the highest Upfront Amount shall be declared as the Selected Bidder (**the "Selected Bidder"**). In addition to this, the Concessionaire shall pay annual fee (**the "Annual Concession Fee"**) to the Authority equal to 15% of Annual Gross Revenues.

9.4.3 NDMC may choose to accept the Bid of the Selected Bidder or invite the Selected Bidder for further negotiations or reject all offers.

### 9.5 Process after identification of Selected Bidder

9.5.1 In the event of acceptance of the Selected Bidder, NDMC shall notify the Selected Bidder through the **Letter of Award ("LoA")** (to be issued in duplicate) that its Bid has been accepted subject to the provisions of Clause 9.5.2 of this RFP.

9.5.2 The Selected Bidder shall within 15 (fifteen) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Bidder is not received by the stipulated date, NDMC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security and en-cash the bank guarantee of such Bidder on account of failure of the Selected Bidder to acknowledge the LoA, and the next eligible Bidder may be considered.

9.5.3 The Selected Bidder shall be required to execute the CA within 30 (thirty) days of the issue of the LoA by satisfying other terms and conditions as specified in this RFP to be carried out before signing of the CA.

9.5.4 Failure of the Selected Bidder to comply with the requirements of one or more of clauses of this RFP shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the Bid Security.

### 9.6 Contacts during Bid Evaluation

- 9.6.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time NDMC makes official intimation of award / rejection to the Bidders. While the Bids are under consideration, Bidders and / or their representatives or other interested parties are advised to refrain from contacting by any means, NDMC and / or their employees / representatives on matters related to the Bids under consideration.

## **10 ROLES AND RESPONSIBILITIES OF THE SELECTED BIDDER**

- 10.1 The scope of work and other responsibilities of the Selected Bidder for the Operation and Maintenance of the Convention Centre are provided in the Concession Agreement (CA).

## **11 PERFORMANCE SECURITY**

- 11.1 The Selected Bidder shall be required to submit Performance Security (**the "Performance Security"**) by way of unconditional and irrevocable bank guarantee, in favor of New Delhi Municipal Council, New Delhi, issued by a scheduled bank in India that is not a Cooperative Bank and has a branch in New Delhi.
- 11.2 The Performance Security would be equal to INR 25,00,000/- (Rupees Twenty Five Lakh Only) and would be released as per the terms and conditions in the Concession Agreement.
- 11.3 The Performance Security is for due and punctual performance of the obligations of the Selected Bidder under the CA.
- 11.4 The Performance Security shall remain valid during the Concession Period.
- 11.5 The Performance Security should be submitted to NDMC by the Selected Bidder within 3 weeks of receipt of the Letter of Award from the NDMC.
- 11.6 The Performance Security shall be en-cashed at the sole discretion of NDMC towards any liquidated damages that may be payable by the Selected Bidder to NDMC and / or against termination eventualities attributed to the Selected Bidder, under the terms of the CA.

## **12 FRAUDULENT PRACTICES AND CORRUPT PRACTICES**

- 12.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the CA. Notwithstanding anything to the contrary contained herein, or in the LoA or the CA, NDMC shall reject a Bid, withdraw the LoA, or terminate the CA, as the case may be, without being liable in any manner whatsoever to the Bidder or Selected Bidder, as the case may be, if it determines that the Bidder or Selected Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process. In such an event, NDMC shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, towards, inter alia, time, cost and effort of NDMC, without prejudice to any other right or remedy that may be available to NDMC hereunder or otherwise.
- 12.2 Without prejudice to the rights of NDMC hereinabove and the rights and remedies which NDMC may have under the LoA or the CA, if a Bidder or Selected Bidder, as the case may be, is found by NDMC 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, or after the issue of the LoA or the execution of the CA, such Bidder or Selected Bidder shall not be eligible to

participate in any tender or RFP issued by NDMC for a period of 2 (two) years from the date such Bidder or Selected Bidder, as the case may be, is found by NDMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

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

- **“Corrupt Practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the 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 NDMC 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 CA 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 NDMC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the CA, as the case may be, any person in respect of any matter relating to the LoA or the CA, who at any time has been or is a legal, financial or technical adviser of NDMC in relation to any matter concerning the Project;
- **“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 ;
- **“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;
- **“Undesirable Practice”** means (i) establishing contact with any person connected with or employed or engaged by NDMC 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
- **“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.

## 13 PENALTIES

### 13.1 Penalty for deficiency in Services

In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of NDMC, penal action including debarring for a specified period may be initiated.

## 14 KEY CLAUSES IN THE CONCESSION AGREEMENT

### 14.1 The proposed Project Site shall be licensed to the Selected Bidder for the purpose of operations and maintenance of a Convention Centre.

*However, it is being clarified here that the act of granting permission to operate and maintain the Project at the Project Site and the use of the Project or any part thereof shall not vest or create any proprietary interest in favor of the Selected Bidder in the Project or any part thereof including any permanent fixtures, fittings, etc installed at the Project Site.*

- 14.2 The Selected Bidder shall be responsible for Operation and Maintenance of the Convention Centre as per provisions of the **Concession Agreement (CA)** and Standard Industry Practices.
- 14.3 The Concession Period would be 7 years.
- 14.4 The Selected Bidder shall pay Upfront Amount as quoted in the Financial Proposal. In addition, the Concessionaire shall pay Annual Concession Fee to the Authority equal to 15% of Annual Gross Revenues. The Annual Concession Fee shall be payable on signing of the Concession Agreement and on every subsequent anniversary of the signing.
- 14.5 The Selected Bidder shall be entitled to levy and charge a market driven user fee from users of the Convention Centre.
- 14.6 The Selected Bidder shall make available the Convention Centre - free of cost – to NDMC on 2nd and 4th Friday of every month along with all other activities with essential services for NDMC official meetings / conferences. If the main hall would not be required by NDMC, the same shall be communicated by NDMC to the Selected Bidder in advance and the Selected Bidder will be free to use such slots.
- 14.7 The Selected Bidder shall make available the Convention Centre - free of cost – to NDMC on the last working day of every month along with all other activities with essential services for NDMC official meetings / conferences. If the main hall would not be required by NDMC, the same shall be communicated by NDMC to the Selected Bidder in advance and Selected Bidder will be free to use such slots.
- 14.8 The Selected Bidder shall not be allowed to sub-license any project facility to any third party.
- 14.9 The Selected Bidder shall not be allowed to undertake any alteration / addition to the existing civil structure.
- 14.10 The Selected Bidder shall not be allowed to use Project Site / Convention Centre for the purpose of Banqueting / Marriages etc.
- 14.11 The cafeteria shall be made available essentially by the Selected Bidder with all essential services to the NDMC without any charges during its meeting and NDMC shall make their own arrangement for catering as and when required.
- 14.12 The Selected Bidder shall not be allowed to cook food in the premises.
- 14.13 The Selected Bidder shall arrange maintenance of specialized items like Electricity, Sound system, Lifts, AC Plant, Escalators etc. through Original Equipment Manufacturer only.

At the end of the Concession Period, by efflux of time or premature termination for any reason whatsoever, all rights given under the CA shall cease to have effect and the Project Site (Convention Centre) including the assets (both movable and immovable, which were provided by the Authority), thereof shall transfer back to NDMC as per the provisions of the CA. All the movable and immovable assets attached to the

Project/Project Site shall revert to NDMC without any obligation on NDMC to pay or adjust any consideration or other payment to the Selected Bidder.

**15 MISCELLANEOUS**

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

15.2 NDMC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- 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;
- consult with any Bidder in order to receive clarification or further information;
- retain any information and / or evidence submitted to NDMC by, on behalf of, and / or in relation to any Bidder; and/ or
- 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

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

**APPENDIX I – Deleted**



**APPENDIX II - COVERING LETTER**

(On the letterhead of the Bidder)

Date:

To

**Sh. O.P. Mishra**

**Director (Projects)**

**New Delhi Municipal Council**

**7008, 7th Floor, Palika Kendra Building,**

**Parliament Street, New Delhi-110001**

Dear Sir:

**Sub: Bid for Selection of Concessionaire for Operation and Maintenance of Convention Centre at Jai Singh Road through Public Private Partnership**

We, the undersigned, submit the proposal to be considered for being the Concessionaire for Operation and Maintenance of Convention Centre in accordance with your Request for Proposal dated... and our proposal dated [insert date].

1. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
2. Our Proposal is binding upon us.
3. We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

### APPENDIX III – GENERAL INFORMATION

(in case of Consortium, similar form has to be filled by each member)

1. Bidder details
  - a. Name of the Bidder
  - b. Bidder's Constitution (Proprietorship / Partnership / Private Limited / Public Limited)
  - c. Country of incorporation
  - d. Address of corporate headquarters and its branch office(s), if any, in India
  - e. Date of incorporation and/or commencement of business.
2. Brief description of the Bidder including details of its main lines of business
3. Company's Experience

1	Project Name	Details
1.1	Description of the project	
1.2	Approx. value of the project (in INR)	
1.3	Country	
1.4	Location within the country	
1.5	Duration of the Project (months)	
1.8	Start date (month/year)	
1.9	Completion date (month/year)	

4. Details of individual (s) who will serve as the point of contact / communication within the Company:
  - a. Name
  - b. Designation :
  - c. Company :
  - d. Address :
  - e. Telephone Number :
  - f. E-Mail Address :
  - g. Fax Number :
5. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Bidder:
  - a. Name :
  - b. Designation :
  - c. Address :
  - d. Phone No. :
  - e. Fax No. :

.....

Signature of the Authorised Person  
(Name, Designation and Address)

**APPENDIX IV – FORMAT FOR POWER OF ATTORNEY FOR BID SIGNATORY**

(On Stamp Paper of relevant value and duly attested by notary public)

**POWER OF ATTORNEY**

Know all men by these presents, we \_\_\_\_\_ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. \_\_\_\_\_ (name and address of residence) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the Selection of Concessionaire for Operation and Maintenance of Convention Centre at Jai Singh Road through Public Private Partnership ('Bid'), including signing and submission of all documents and providing information/ responses to NDMC in all matters before NDMC, and generally dealing with NDMC in all matters in connection with our Bid. We hereby agree to ratify all such acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all such acts, deeds and things lawfully done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Executant's Signature  
(Name, Title and Address)

I Accept  
Attorney Signature  
(Name, Title and Address of the Attorney)

Attested  
Executant

**Notes:**

1. To be executed by the Bidder
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

4. In case the Proposal is signed by an Authorised Director of the Bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

**APPENDIX V – FORMAT OF BID AFFIDAVIT**

*(To be furnished by the bidder on an INR 100- non-Judicial Stamp Paper and notarized)*

I, the undersigned, do hereby certify that all statements made in the bid are true and correct to the best of my belief and knowledge.

The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the NDMC to verify this statement or regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of NDMC.

Deponent

(Signed by an authorized signatory)

(Title of the Signatory)

(Name of the Organization)

(Date)

**APPENDIX VI – FORMAT OF BID UNDERTAKING**

To

**Sh. O.P. Mishra**

**Director (Projects)**

**New Delhi Municipal Council**

**7008, 7th Floor, Palika Kendra Building,**

**Parliament Street, New Delhi-110001**

Dear Sir

**Sub: Bid for Selection of Concessionaire for Operation and Maintenance of Convention  
Centre at Jai Singh Road through Public Private Partnership**

We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by NDMC and in any subsequent communication sent by NDMC. Our Bid is consistent with all requirements of submission as stated in the RFP or in any of the subsequent communication issued by the NDMC. We would be solely responsible for any errors or omissions in our Bid.

We also commit to abide by the decision of NDMC on all matters relating to the Selection of Concessionaire, implementation of the Concession Agreement and thereafter, the Operations and Maintenance of the Convention Centre.

For and on behalf of:

(Signature of the authorized person)

Name of the person:

Designation:

Signed by the Bidder

**APPENDIX VII – FORMAT OF ANTI-COLLUSION CERTIFICATE**

(To be furnished by the bidder on their letter heads)

To

**Sh. O.P. Mishra**  
**Director (Projects)**  
**New Delhi Municipal Council**  
**7008, 7th Floor, Palika Kendra Building,**  
**Parliament Street, New Delhi-110001**

Dear Sir

**Sub: Bid for Selection of Concessionaire for Operation and Maintenance of Convention  
Centre at Jai Singh Road through Public Private Partnership**

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 any 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 kind to any person or agency in connection with this Bid.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2012

Name of the Bidder

\_\_\_\_\_

Signature of the Authorised Person

\_\_\_\_\_

Name of the Authorised Person

**APPENDIX VIII – JOINT VENTURE AGREEMENT TO BE EXECUTED BETWEEN THE  
MEMBERS OF A CONSORTIUM**

This Joint Venture Agreement (herein after referred to as 'JVA') is made and entered into at <Place> on this <N<sup>th</sup>> day of <Month> 2012 by and between.

M/s.<Entity Name 1>, <Entity Type 1> incorporated under the <Relevant Act> having its registered office at <Office Address 1>. herein after referred to as <Short Name 1>, the First Party (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) and <Entity Name 2>, <Entity Type 2> incorporated under the <Relevant Act> having its registered office at <Office Address 2>. Herein after referred to as <Short Name 2>, the 'Second Party' (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns).

The parties being jointly referred to as 'Parties' or individually as 'Party' in this Joint Venture Agreement.

WHEREAS the First Party is a <Entity 1 Brief Profile>.

WHEREAS the Second Party, is a <Entity 2 Brief Profile>.

**Definitions:**

In this deed the following words shall have the meanings set out below :

"The Joint Venture" (JV in brief) shall mean <Consortium Name> Joint Venture (herein after called "JV") collectively acting in collaboration for the purpose of this agreement.

"The Owner / Employer" shall mean New Delhi Municipal Council, New Delhi.

"The works" shall mean Operation and Maintenance of Convention Centre at Jai Singh Road through Public Private Partnership (herein after referred to as the Project/contract)

"The Tender" shall mean the tender to be submitted by Joint Venture to the Owner for the works (including any alternative thereto or revision thereof agreed between the parties).

"The Contract" shall mean the contract to be entered into between the Joint Venture and the Owner for the works.

WHEREAS the parties hereto declare that they agree and undertake to form a Joint Venture for the purpose of participating in and submitting the tender for the works and if successful in the same, for the execution of the works as an integrated Joint Venture, by pooling their resources of technical and management skill, finance, equipments etc.

WHEREAS the Owner has invited tenders for the works from eligible Bidders who fulfill the qualification criteria.

WHEREAS the <Consortium Name> wish to submit their tender for the works and to execute the contract, if qualified and awarded, in accordance with the terms of this agreement.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties as follows:



1. **Joint Venture Agreement, purpose name and address**

- a) The name and style of the Joint Venture shall be “<Consortium Name> Joint Venture” (hereinafter called the “JV”)
- b) The Office of the JOINT VENTURE shall be located at <Joint Venture Office Address>. All communications up to the bid submission regarding the Project shall be addressed to and from the “Consortium Name JV”.
- c) This agreement shall come into force from date of this agreement i.e. from –
- d) The operation of this agreement for JV concerns and is limited to “the works” only.

2. **Responsibility / liability of Joint Venture**

<Entity 1> and <Entity 2> shall jointly execute the works according to all items, terms and conditions as stated in the bid document / Contract as an integrated JV styled as <Consortium Name> JV. And they shall be jointly and severally responsible and liable to the Owner for the execution of the works and for compliance with all obligations under the contract.

3. **Regulation of Relations**

This Joint Venture agreement shall regulate the relations between the parties and shall include, without being limited to them, the following conditions:

- i) <Entity Name> will be the lead firm/ Member in charge of the Joint Venture for all intents and purposes. <Entity Name> shall co-ordinate with Owner or with other specialized agencies during the period the bid is under evaluation as well as during the execution of work in the event work is awarded and he shall also be responsible for resolving disputes / misunderstanding /undefined activities, if any amongst the joint venture members.
- ii) If the Joint Venture's tender is accepted by the Owner, the Joint Venture shall enter into a contract with the Owner to which the parties hereto shall be jointly and severally liable to the Owner for all acts, deeds and things pertaining to the execution of the Project and to discharge all obligations under the contract in accordance with the contract conditions.
- iii) On behalf of the Joint Venture, the lead firm viz. <Entity Name> shall have the authority to incur liabilities, receive instructions and payments, sign and execute the contract on behalf of the Joint Venture. All payments made under the contract shall be made into Joint Venture's bank account. The Contract for the works shall be signed by <Name of Authorised Signatory> to whom necessary general power of attorney shall be issued.
- iv) Each of the parties to the Joint Venture agree and undertake to place at the disposal of the Joint Venture benefits of its individual experience, technical knowledge, skill in all respects, to bear its share of the responsibility including the provisions of information, advice and other assistance required in connection with the works. The share and participation of each member in the Joint Venture shall be broadly as follows :

a) <Entity Name> X% (In Figures)

Lead Member

b) <Entity Name> Y% (In Figures)

Member

- v) All funds, finance or working capital required for carrying out and executing the works or contract shall be procured and utilized by the parties as mutually agreed by them and they shall be liable and responsible for the same.
- vi) This Joint Venture Agreement shall be applicable for the whole Concession Period.
- vii) This Joint Venture Agreement will be binding on the successors and assigns of the each of the parties hereto.
- viii) The operation of the Joint Venture shall terminate on the earliest of the following dates :-
  - i) The date upon which the Joint Venture is informed it has failed to obtain qualification from the Owner.
  - ii) Upon the Owner canceling the Project.
  - iii) The date upon which the Project is completed to the satisfaction of the Owner and the Parties have completed any and all duties, liabilities and responsibilities under or in connection with the Contract and the Joint Venture Agreement.

Upon termination of the operation of the Joint Venture the Parties shall proceed promptly to wind up and bring to a close the business of the Joint Venture.

#### 4. **ROLES AND RESPONSIBILITIES:**

a) \_\_\_\_\_

#### 5. **Management of the JV**

The executive bodies of the JV shall be:

##### a) **The Management Board:**

The overall control and administration of the JV shall be exercised and directed by the Management Board which shall be the highest authority of the JV.

The Management Board's primary duty shall be to decide all matters of principle and policy concerning the combined activities of the Parties, including the financing of the JV's activities.

The Management Board shall comprise <#> (In Figures) members – <#> representatives from <Entity Name> and <#> representatives from <Entity Name>; the Parties shall nominate their representatives, and the Leader shall nominate the Chairman of the Management Board out of their representatives.

The quorum of the Management Board shall be # (In Figures) members, being at least one representative appointed by each Party of their duly appointed alternates.

M/s. <Entity Name> shall undertake the general co-ordination and administration of the above mentioned project. The Leader shall represent the JV to the Employer and others in respect of all its rights and obligations under the Tender and the Contract, subject to the relevant powers and directives being granted and received from the other Party prior to signature of the Contract and from the Management Board during the performance of the Contract.

The Leader shall keep the other party thoroughly informed of the outcome of all meetings by reporting at the meetings of the Management Board.

**b) The Site Management**

The Site Management team shall be appointed by the Management Board and responsible to the Management Board.

**6. Joint Venture's Bank Account**

A Joint Venture Bank account shall be opened with any scheduled and/or Nationalized bank after mutual consent in the name of the <Consortium Name> (J.V) and all liabilities / payments shall be discharged through the said JV bank account including payments received from the Employer. The said JV bank account shall be operated on behalf of the JV through authorized signatories designated by Joint Venture Partners.

**7. Tender Expenses**

Each Party shall bear its own costs and expenses in the process of preparation and submission of tenders, and if successful in the tender, in the process of contract negotiations and finalization with the Employer. However common costs agreed in advance in writing shall be shared by the Parties in proportion of their participation.

**8 Non- performance by any Party of the Joint Venture**

It is agreed between the Parties that each Party shall be fully responsible for the fulfillment of all obligations arising out of this JVA, the terms of the Tender, Contract and each party's scope of work as identified in the Project. Each Party shall hold the other harmless and indemnified against any loss or damage arising from their default or non- fulfillment of any obligations herein under.

**9 Non - Partnership**

Nothing in this Agreement is intended to or shall be construed as creating a partnership at law between the Parties. The JV shall have no other function or operation than those described in this JVA. No Party shall act on behalf of or hold itself out of any third party as representing the other Party or the JV in any matter not directly related to the Works or this JV.

**10 Assignment**

No Party shall assign its rights or obligations arising out of or in connection with this Agreement to any company, partnership or person without the consent of the other party and without prior written consent of the Owner.

**11 Arbitration**

In the event of any dispute arising out of or in relation to the terms of the Agreement or the Project(s), the Parties shall attempt to settle such dispute by amicable negotiation between the Parties' designated representatives.

If any such dispute cannot be settled amicably through negotiations by designated representatives of the parties hereto, the matter, at the election of either party may be submitted for resolution by arbitration in accordance with the Indian Arbitration Rules as at present in force. The seat or legal place for such arbitration shall be New Delhi, India.

The arbitration proceedings shall be conducted by a panel of # arbitrators, and each party shall nominate one arbitrator and the presiding arbitrator shall be in turn be appointed by the arbitrators so nominated.

**12 Confidentiality**

It is understood that, in the performance of the Parties' obligations under this JV, either Party may have access to private or confidential information of the other. It is understood that both Parties shall use that degree of care they exercise to protect their own, private or confidential information to keep and to have their employees and agents keep, any and all private or confidential information of the other Party strictly confidential and to use such information only for the purposes of fulfilling the obligations as envisaged under this Joint Venture Agreement.

**13 Notices**

Any written notice required or permitted to be given to the JV shall be addressed as follows.

<Consortium Name>

<Joint Venture Office Address>

**14 Applicable Law**

This JV and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of India.

**15 Miscellaneous**

- a) This Joint Venture Agreement shall be governed by laws of India.
- b) The Parties acknowledge and accept that this Agreement shall not be amended by the parties without the prior written consent of NDMC.

**IN WITNESS THEREOF, the Parties hereto have signed this Agreement on the day and year first written above.**

**For and on behalf of:**

**<Entity Name>**

Authorized Signatory

Name :

Designation :

**Witness**

**For and on behalf of:**

**<Entity Name>**

Authorized Signatory

Name :

Designation :

**Witness**

**APPENDIX IX – FORMAT OF POWER OF ATTORNEY FOR THE LEAD MEMBER OF  
CONSORTIUM (On a Stamp Paper of relevant value)**

**POWER OF ATTORNEY**

Whereas the NDMC has invited applications for Selection of Concessionaire for Operation and Maintenance of Convention Centre at Jai Singh Road through Public Private Partnership

Whereas M/s \_\_\_\_\_ and M/s \_\_\_\_\_ (as many members as there are, in the Consortium) are the members of the Consortium having signed the Joint Venture Agreement dated \_\_\_\_\_ with the equity of \_\_\_% and \_\_\_% (and \_\_\_%, for as many members as there are in the Consortium) respectively.

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Concession Agreement in accordance with the Terms and Conditions of the Request for Proposal (RFP) document and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP 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 bidding and Consortium's Proposal for the Project who would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the bidding and the Consortium's Proposal for the Project including authorizing one of its officials to do the same, duly supported by a Power of Attorney.

Whereas, we M/s \_\_\_\_\_, M/s \_\_\_\_\_ (as many members as there are in the Consortium) have agreed to designate and appoint M/s \_\_\_\_\_ as the Lead Member vide Board of Director's resolution dated \_\_\_\_\_ which was approved on \_\_\_\_\_.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT

We, M/s \_\_\_\_\_, M/s \_\_\_\_\_ and M/s \_\_\_\_\_ (respective names and addresses of the registered office) do hereby designate M/s \_\_\_\_\_ being one of the members of the Consortium, as the Lead Member of the Consortium, is authorized to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's Bid for the Project, including submission of application/ proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with NDMC, any other government agency or any person, in connection with the Project until culmination of the process of bidding in accordance with the RFP and thereafter till the Concession Agreement is entered into with the NDMC.

We hereby agree to ratify all acts, deeds and things done by the Lead Member our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/ the Consortium.

All the terms used herein but not defined shall have the meaning ascribed to such terms in the RFP.

In witness of the above the seal of the /executants is affixed hereto.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 2012

\_\_\_\_\_  
(Authorised Signatory of the Executants)

ACCEPTED

\_\_\_\_\_  
**[Name, Title and Address of the Attorney]**

**APPENDIX X – FORMAT OF LETTER OF COMMITMENT**

*(To be submitted by the Bidding Company)*

To

**Sh. O.P. Mishra**  
**Director (Projects)**  
**New Delhi Municipal Council**  
**7008, 7th Floor, Palika Kendra Building,**  
**Parliament Street, New Delhi-110001**

Dear Sir

**Ref: Request for Proposal for Selection of Concessionaire for Operation and Maintenance  
of Convention Centre at Jai Singh Road through Public Private Partnership**

This has reference to the Bid being submitted by \_\_\_\_\_ (*name of Bidding Company*), in respect of the aforementioned Project.

We hereby confirm the following:

We, \_\_\_\_\_ have examined in detail and have understood and satisfied ourselves regarding the contents mainly in respect of the following:

1. The Request for Proposal and the other Bidding Documents issued by NDMC
2. All subsequent communications between NDMC and the Bidder, represented by \_\_\_\_\_ (*name of Bidding Company*)
3. The Bid being submitted by \_\_\_\_\_ (*name of Bidding*)

Dated this the \_\_\_\_\_ Day of \_\_\_\_\_ 2012

For \_\_\_\_\_  
*(Name & Designation of person signing on  
behalf of the Bidder)*





**APPENDIX XI - FORMAT FOR ELIGIBILITY CRITERIA**

**Details of Eligible Projects**

**Project Code:**

**Member Code:**

Item  (1)	Particulars of the Project  (2)
Title & nature of the project	
Name of the Sector	
Name of the Entity	
Location	
Date of commencement of contract	
Date of completion of Contract	

**Instructions:**

1. A separate sheet should be filled for each Eligible Project.
2. Name of the sector: Specify whether related to Convention Centre, Hotel, Exhibition Facility, Resorts, Leisure, Recreation and Sports Complexes, and Commercial Complexes.
3. Certificate from Client: Bidder should provide a certificate from its client in the format below:

**Certificate from the Client  
Experience of Operations and Maintenance of Convention Centre**

This is to certify that ..... (Name of the Bidder) is engaged in Operations and Maintenance of our facility. Total Capacity of the Convention Centre is more than 200. The contract commenced on-----and is valid till-----.

We further certify that Bidder is providing satisfactorily services.

.....Authorised Signatory

Name:  
Designation:

Signature of the Authorised  
Signatory and date

**Certificate from the Client**

### Any other Experience

This is to certify that ..... (name of the Bidder) is engaged in Operations and Maintenance of our facility. The contract commenced on-----and is valid till-----.

We further certify that Bidder is providing satisfactorily services.

.....Authorised Signatory

Name:

Designation:

Signature of the Authorised  
Signatory and date

#### A. Format for submission of Financial Criteria

(In Rs. crore)

Bidder type \$	Average Turnover over last 3 Financial Years			Net Worth€	
	Year 1 (2)	Year 2 (3)	Year 3 (4)		Year 1 (5)
Single entity Bidder					
Joint Venture Member 1					
Joint Venture Member 2					
TOTAL					

#### Name & address of Bidder's Bankers:

\$ An Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Joint Venture Members. In case of a Joint Venture, row titled Single entity Bidder may be ignored.

€The Bidder should provide details of its own Financial Capability

**Instructions:**

1. The Bidder/ its constituent Joint Venture Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Application Due Date. The financial statements shall:
  - (a) reflect the financial situation of the Bidder or Joint Venture Members
  - (b) be audited by a statutory auditor;
  - (c) be complete, including all notes to the financial statements; and
  - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Cash Flows shall mean Profit After Tax.
3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Bidder in the course of its normal business
5. In the case of a Joint Venture, a copy of the Jt. Bidding Agreement as per the prescribed format.
6. The Bidder shall also provide the name and address of the Bankers to the Bidder.
7. The Bidder shall provide an Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with the RFQ document.

**APPENDIX XII – FORMAT FOR FINANCIAL PROPOSAL**

Form – 1

Covering Letter

(On Bidder's letter head)

(Date)

Sh. O.P. Mishra  
Director (Projects)  
New Delhi Municipal Council  
7008, 7th Floor, Palika Kendra Building,  
Parliament Street, New Delhi-110001

**Ref: RFP for Selection of Concessionaire for Operation and Maintenance of Convention  
Centre at Jai Singh Road through Public Private Partnership**

Dear Sir,

I/We, \_\_\_\_\_ (Bidder's name) hereby submit our Financial Proposal for the captioned project. If the project is awarded to us, we agree to make the following payments to NDMC as per the terms given in the Request for Proposal (RFP) Document & Concession Agreement.

S. No.	Description	Amount (in Rs. crore)
I	Upfront Amount	Rs _____ (in figures) (Rupees ____ only) (in words)

We are making this Proposal after taking into consideration all the terms and conditions stated in the RFP document, and after careful assessment of the site, all risks and contingencies and all other conditions that may affect the financial proposal.

We agree to keep our Proposal valid for 180 (One Hundred and Eighty) days from the due date of submission of this Proposal.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP