

Indian Trade Promotion Organisation
Pragati Maidan
New Delhi

BID No. ITPO/EMD/38/Convention Centre/1(4)

Revised

Request for Proposal (RFP) for Selection of an Adviser-cum-Project Management Consultant to assist India Trade Promotion Organisation in developing an integrated Exhibition-cum-Convention Complex at Pragati Maidan, New Delhi (India)

1.1 Introduction

- 1.1.1 India Trade Promotion Organisation (ITPO) is the nodal agency of the Government of India for promoting trade. To meet its objectives, ITPO is engaged in organizing fairs, exhibitions and conventions in India and abroad including trade fairs, India shows, buyer seller meets, market surveys, etc.
- 1.1.2 ITPO has been managing the Pragati Maidan exhibition complex and has established it as a renowned destination for holding exhibitions, conventions, seminars, business meets and other trade promotion activities. The present Pragati Maidan complex is in the centre of Delhi with Metro connectivity and has close access to central government offices and hotels. The existing infrastructure includes about 60,000 sq m of covered exhibition space with additional open space in a campus of approx. 123.5 acres, a modern air conditioned food plaza with seating capacity for 500 plus persons, open and covered auditoriums with a combined capacity for 5500 and 1000 persons respectively, lounge areas, business centre facilities to support trade promotion related activities. The existing facilities are being used by various Ministries/Departments of Government of India, State Governments and Industry to present their policies, initiatives and achievements by supporting/holding exhibitions, conventions and other trade related events.
- 1.1.3 ITPO now proposes to develop a world class integrated Exhibition-cum-Convention Complex for carrying out trade promotion activities on the approx. 123.5 acres land leased to ITPO by the Government of India. ITPO is separately taking necessary steps for change in land use of Pragati Maidan, which is presently stipulated as 'District Park' in the Master Plan of Delhi 2021, to 'International Convention Centre'. Getting this done will be the responsibility of ITPO.
- 1.1.4 The implementation of the project of developing an integrated Exhibition-cum-Convention Complex at Pragati Maidan will be in two parts. The first will involve selection of an Adviser-cum-Project Management Consultant to advise ITPO. This will be done as per this RFP and be completed by **31st March, 2012**. In the second part, with the assistance of Adviser-cum-Project Management Consultant, Project Executor(s) will be selected through a separate process. The bid documents for the selection of Project Executor(s) will be prepared in consultation with Adviser-cum-Project Management Consultant.

1.1.5 Developing a world class integrated Exhibition-cum-Convention Complex at Pragati Maidan, New Delhi will involve Design Phase and Execution Phase as given in Para 1.1.6 and 1.1.7 respectively.

A. Design Phase:

1.1.6 In this phase, an Adviser-cum-Project Management Consultant will prepare an overall project plan for a world class integrated exhibition-cum-convention complex based on the study of the existing world class integrated exhibition-cum-convention complexes, market research, demand analysis and growth potential and a development approach will be firmed up along with its details including:

- (i) the size of exhibition space and convention complex and its components keeping in view existing urban planning regulations and trade requirements;
- (ii) preparation of a complete layout plan as per statutory parameters of land use etc. and obtaining approvals from the local/statutory/Government authorities in relation to the layout plan on behalf of ITPO;
- (iii) developing specifications for different components of integrated exhibition-cum-convention complex including superstructure, service infrastructure and other support services;
- (iv) phasing in the layout plan will suggest different stages of its execution to ensure optimal utilisation and continued availability of exhibition space during various phases. Layout plan will include provision for the construction of a convention centre and covered exhibition space totalling about 100,000 square metres with essential related infrastructure for its operation and support services as may be permissible as per rules/regulations;
- (v) preparing a 'Project Report' detailing requirements, specifications, and preliminary cost estimates for various components in different phases along with details of demand to establish viability and funding pattern;
- (vi) preparing bid documents including information memorandum and RFP for selection of the Project Executor(s) and assist ITPO in evaluating bids and selection of the Project Executor(s);
- (vii) Adviser-cum-Project Management Consultant will assist ITPO in appraisal of the work of Project Executor(s) including specific performance as per the contractual agreements with the Project

Executor(s) of the project; and

(viii) Adviser-cum-Project Management Consultant will assist ITPO in supervision of execution activities at the project site.

B. Execution Phase:

1.1.7 In this part, execution of the project as per detailed architectural and engineering drawings by suitable Project Executor(s) will be carried out. Responsibilities of Project Executor(s) will include

(i) preparation of detailed architectural and related engineering drawings based on the overall project plan prepared by the Adviser-cum-Project Management Consultant. Project Executor (s) shall also obtain approvals from local/statutory/Government authorities in relation to the proposed design and drawings thereof for execution; and

(ii) execution of the project in the field.

1.1.8 Project Executor(s) will be selected by ITPO in consultation with the Adviser-cum-Project Management Consultant through a process of competitive bidding.

1.1.9 The timeframe for Execution Phase of the project is expected to be 3 years from the date of the award of contract to the Project Executor (s).

1.1.10 This RFP has been issued after making appropriate amendments with the inputs received in the Pre bid conference held on 8th December 2011 .

1.1.11 **Bidders are invited to submit applications for selection of an Adviser-cum-Project Management Consultant for developing an integrated Exhibition-cum-Convention Complex in the manner as specified in Para 1.5 to Executive Director- ITPO, Pragati Maidan, New Delhi - 110001. Bids will be received till 3:00 pm on 3rd January 2012. Bids received after this deadline will not be considered.** Detailed scope of work of the Adviser-cum-Project Management Consultant is given in Para 1.2 of this RFP.

1.1.12 Calendar of Events from the day of issue of RFP till the award of contract to successful bidder (Adviser-cum-Project Management Consultant) is given at **Annex-I**.

1.2 Scope of Work for Adviser-cum-Project Management Consultant

1.2.1 To advise ITPO on the development of an integrated Exhibition-cum-Convention Complex at Pragati Maidan, New Delhi in view of the international developments in the Exhibition-cum-Convention Complex industry, requirements of trade and

industry and inputs from ITPO on various aspects of the implementation of the project;

1.2.2 To prepare an overall project plan and a development approach, as indicated in Para 1.1.5 above, of an integrated Exhibition-cum-Convention Complex at Pragati Maidan, New Delhi, in consultation with ITPO;

1.2.3 The functions of the 'Adviser-cum-Project Management Consultant' shall be:

(a) To design an integrated Exhibition-cum-Convention Complex at Pragati Maidan, New Delhi in consultation with ITPO covering inter alia:

(i) preparation of a complete layout plan as per statutory parameters of land use etc.;

[While preparing a layout plan, various options available for land coverage, FAR and other urban development parameters, from a planning perspective, need to be kept in mind. A thorough understanding of the world class integrated Exhibition-cum-Convention Complexes is necessary for optimum utilisation of available flexibilities as per the ground conditions of Pragati Maidan. The proposed layout plan should be as per international norms/standards and capable of being implemented in a phased manner].

(ii) developing specifications for various components of the integrated exhibition-cum-convention complex at Pragati Maidan, along with appurtenant facilities, to be constructed in phases as per the requirement of ITPO;

(b) To prepare a Project Report, which shall include:

(i) proposed project plan indicating requirements and specifications for different components of integrated exhibition-cum-convention complex;

(ii) a techno-economic feasibility study including details of market research, demand analysis and growth potential;

(iii) cost benefit analysis of different components of integrated Exhibition-cum-Convention Complex outlining direct costs, revenue streams, economic viability, rate of return etc.;

(iv) suggestions regarding funding options for different portions of the project;

(v) phasing of the plan indicating preliminary cost estimates and timeframes for different phases;

(c) (i) To assess and project the requirements for various facilities including structural engineering specifications, electrical distribution systems, Heating, Ventilating, and Air Conditioning

(HVAC) plant capacities, transport, communication and networking plan, fire detection and protection plan, energy conservation, waste management systems, cargo and visitor movement planning and other aspects for functional efficiency of the complex.

(ii) Layout plan with specifications need to be made keeping in view regulations on urban development, buildings code, structural engineering parameters, engineering standards and practices, environmental/safety concerns etc. in order to tender the next phase of development.

(iii) Carrying out necessary modifications in layout plan/design/drawings as may be required during different phases of the development will also be done from time to time without any additional cost;

(d) Obtaining approvals from the competent authority for complete layout plan on behalf of ITPO as per Para 1.2.3 (a) (i);

(e) To act as a Project Management Consultant and assist in selection of the one or more Project Executor(s) for implementation of the project and provision of all incidental services till the completion of the project including:

(i) preparation of bid documents including information memorandum and RFP for selection of the Project Executor(s);

(ii) organising pre-bid meetings with prospective bidders, experts and stakeholders;

(iii) marketing the project to ensure wide participation and competitive bidding (The cost of marketing initiatives agreed to by ITPO including media placement would be borne by ITPO);

(iv) assisting ITPO in evaluating bids and selection of the Project Executor(s);

(v) preparing contract documents;

(f) To carry out detailed supervision of the project during its implementation as per terms of contract, which shall include

(i) assisting ITPO in appraisal of the work of Project Executor(s) as per the contractual agreements with the Project Executor(s) for work relating to architectural/detailed engineering drawings during the Execution Phase

(ii) assisting Project Executor(s) in getting approvals/permissions from local bodies/ statutory/Government authorities in relation to the proposed design and the drawings thereof

(iii) supervising construction during the Execution Phase of the project being carried out by Project Executor(s) and provide expert inputs to ITPO on a fortnightly basis to ensure quality and timely completion to the satisfaction of ITPO;

(g) To develop and implement systems for management of the project and for ensuring quality;

(h) To document the entire process.

1.3 Eligibility Criteria for the Bidder

1.3.1 The bidder is defined as a company registered under the Indian Companies Act, 1956 or a foreign company incorporated in a country outside India having office and commercial presence in India or a consortium of such companies and partnership firms.

1.3.2.1 In case of a consortium, the bid shall be submitted by that member of the consortium

(a) who has the legal status of a company registered under the Indian Companies Act, 1956 or a foreign company incorporated in a country outside India and having commercial presence in India in the form of branch or office AND

(b) who is also a lead member of the consortium by virtue of having a paid up capital of at least 26% paid up capital of all members of the consortium.

For the purpose of determining eligibility of a consortium under this clause, the paid up capital (partners capital in case of partnership firms all member companies and partnership firm) will be added at the bid stage. Lead Partner in the consortium will be a constituent which has at least 26% share or more in the paid up capital of the consortium arrived in such a manner.

1.3.2.2 Deleted

1.3.2.3 In case, the Bidder is a Consortium, it shall comply with the following additional requirements:

(a) The Bid should contain information required for each member of the Consortium;

(b) Members of the Consortium shall nominate one member as the Lead member. The nomination of the Lead member shall be supported by a Power of Attorney Annexure VI signed by all the other members of the Consortium;

(c) The bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and other operational obligations;

(d) An individual Bidder cannot at the same time be member of a Consortium also bidding under this RFP. Further, a member of a Consortium cannot be member of any other Bid Consortium bidding under this RFP;

(e) Every member of the Consortium shall enter into a binding MOU for the purpose of bidding under this RFP. The MOU, to be submitted in the format given at Annexure VII along with the Bid.

(i) Deleted

(ii) Deleted

(iii) Deleted

(iv) Deleted

(v) Deleted

(vi) Deleted

1.3.3 The bidder shall have

(a) designed a large integrated exhibition cum convention centre of the cost Rs. 250 crores (excluding cost of land) or more in the last ten years OR designed a large integrated exhibition-cum-convention centre of 50,000 sq meters of exhibition space and convention centre of 1000 pax capacity in the last ten years

In either case, as may be applicable, the integrated exhibition cum convention centre

(i) should have been built based on the design of the bidder, and

(ii) should have been completed in terms of value/size to the extent specified in para above at the time of bidding.

Mere submission/acceptance of the design of the bidder by the exhibition cum convention centre owner will not satisfy this condition. The bidder shall, along with the bid, submit certified documents regarding (i) and (ii) above

AND

(b) provided project management consultancy services for at least one completed infrastructure project of the cost of Rs. 250 Crore (excluding cost of land) or more in the last seven years (Mere offers of project management consultancy shall not satisfy this criteria).

In case of a consortium, one or more member(s) of the consortium should satisfy each of the eligibility criteria listed above.

Note: For the sake of clarity, reference to the number of years in sub para (a) and (b) above indicate the complete calendar year(s) including the calendar year 2011.

- 1.3.4 It is desirable that the bidder should have experience of working as per urban planning regulations, national building codes, architectural & structural standards, engineering practices, etc. applicable in India and especially in Delhi.
- 1.3.5 The bidder shall have a commercial presence in India in the form of branch, office, or an incorporated company. In case of a consortium, the Lead member of the consortium shall satisfy this criterion.
- 1.3.6 (i) The bidder shall have a dedicated multidisciplinary team of qualified professionals for this project who have experience of more than 10 years each in various disciplines including urban planning, architecture, structural design, project engineering, project management capacity (including capacity for appraisal of drawings, vetting cost estimates etc.) and finance and law.
- (ii) A core team shall be deployed by the successful bidder as per the site requirements and instructions of ITPO both during the Design Phase and Execution Phase of this project.

In case of a consortium, the core team should be drawn from the substantive members (as referred to in Para 1.3.2.3 (e) (iv)) of the incorporated entity .

(iii) Details regarding availability of dedicated multidisciplinary team of qualified professionals available with the bidder and the core team to be

deployed will be submitted as per format given in application form for eligibility details (Envelope I).

(iv) Any substitution in the member(s) of the team shall be subject to the approval of ITPO.

1.3.7 The bidder shall have a paid up capital of at least Rs.2.5 crores. For the purpose of determining eligibility under this Clause in case of a consortium, the paid up capital of all member companies and/or partnership firm(s) will be added. Lead Partner in the consortium will be a company which has at least 26% share or more in the paid up capital of the consortium arrived in such a manner.

1.3.8 The information in Para 1.3.7 should be duly authenticated under the law.

1.3.9 i) A Bidder, including a Consortium member, who has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project and the bar exists on the date of submitting the bid, would not be eligible to submit the Bid.

ii) A Bidder, including a Consortium member, should not have,

- failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or an arbitration award against the Bidder or a Consortium Member, as the case may be, or
- been expelled from any project or contract by any public entity; or
- had any contract terminated by any public entity for breach of contract by the Bidder or Consortium Member, as the case may be.

Note: A declaration to this effect that sub para i) and ii) are not applicable shall be made in the bid document including the MOU.

1.4 Regulatory and Commercial Conditions/Requirements

1.4.1 For interpretation of any clause of this document, the decision of ITPO would be final and binding on the bidder.

1.4.2 For the purpose of calculation in this RFP, 1USD will be taken equal to Rs. 45.00 . All eligibility conditions will be determined based on this exchange rate.

1.4.3 The bidder and all its substantial equity holders, consortium and all its members would be jointly and severally responsible for performing the tasks mentioned in this document.

- 1.4.4 In case of consortium, no addition or deletion of member(s) shall be allowed.
- 1.4.5 The development of the integrated Exhibition-cum-Convention Complex would be carried out within four years from the signing of the contract under this RFP (This includes both the Design and Execution Phase of the project).

1.5 Manner of Submission of Bids

- 1.5.1 Applications shall be submitted by the bidder (with supporting documents for each claim) in the prescribed application form in the following manner:
- (a) Envelope I- Containing a covering letter in duplicate detailing fulfilment of eligibility criteria as mentioned in Para 1.3 above along with supporting documents and application fee as per Para 1.5.3 and **Annex-II**. The envelope should be marked as 'General Information & Details for Eligibility'.
 - (b) Envelope II - Containing technical bid in duplicate as per **Annex-III** of this RFP sealed in a separate envelope and complete in all respects with supporting documents. This envelope shall be marked as "Technical Bid" on the envelope .
 - (c) Envelope III - containing financial bid in duplicate as per **Annex-IV** of this RFP sealed in a separate envelope and complete in all respects. This envelope shall be marked as "Financial Bid" on the envelope .
- 1.5.2 Each of the above three parts of the bid documents shall be kept in a sealed cover and clearly marked "Bid for selection of an Adviser-cum-Project Management Consultant for developing an integrated Exhibition-cum-Convention Complex at Pragati Maidan, New Delhi" and the name of the bidder clearly written with full address, e-mail ids and telephone numbers on it.
- 1.5.3 The bidder shall pay a ~~non-refundable~~ application fee by means of a demand draft of Indian Rs.50,000/-payable to ITPO at New Delhi.
- 1.5.4 (a) Earnest Money : All bidders shall have to deposit earnest money of Rs 10 lakhs in the form of a draft or a Bank Guarantee from a scheduled commercial bank along with their application. The proforma of Bank Guarantee is enclosed as **Annex-V**.
- (b) Earnest Money paid in the form of Bank Guarantee shall be valid for an additional period of one month beyond the validity of bid as given in Para 1.5.6. Earnest Money shall be refunded within one month of award of contract under this RFP.
- (c) However, in cases where the bidder withdraws or modifies the bid during the validity of bid or it has come to knowledge that bidder has used fraudulent practices for this RFP or delayed signing of the contract or violated any condition of the bid, the earnest money shall be forfeited.

1.5.5 Any bidder interested in being selected as Adviser-cum-Project Management Consultant should respond to this RFP as per the Calendar of Events enclosed at **Annex-I** to this RFP.

1.5.6 The bids shall be valid unconditionally for a period of one year from the last date of the submission of the bids. However, the validity of bid can be further extended at the discretion of the bidder.

1.6 Selection Criteria

1.6.1 All bidders shall submit documentary proof in support of meeting eligibility criteria as laid down in Para 1.3 and in the manner prescribed in Para 1.5 above .

i) All bidders shall be invited to send their representatives for the opening of the eligibility bid (Envelope I) at the designated date/time.

ii) All applicants who meet the eligibility criteria will have to make a presentation before the Evaluation Committee constituted by the ITPO , on the designated date/time, clearly demonstrating their experience and capacity to act as Adviser-cum-Project Management Consultant for the development of integrated Exhibition cum Convention Complex .

iii) The eligible bidders shall be intimated through Fax and/or e-mail. Their names shall also be posted on the ITPO/Department of Commerce, GOI website www.indiatradefair.com and <http://commerce.nic.in> .

iv) The evaluation of bids will be in two stages , technical and financial. The technical bids (Envelope II) of all eligible bidders shall be opened in the presence of the eligible bidders or their authorised representatives. All eligible bidders shall be invited to send their representative at the time of the opening of the technical bids.

1.6.2 The technical bids will be evaluated on the basis of the following criteria and corresponding weights for different parameters in the bid are as under:

		<u>Weightage</u>
A.	Experience in designing an exhibition-cum- convention centre during the last 10 years	30%
B.	Experience in providing Project Management Consultancy in large infrastructure projects of more than Rs.250 crores during the last 7 years	30%

Note: For Criteria A & B above, the bid shall be evaluated on the number, value, quality and relevance of experience of the bidder.

C.	Nature of Commercial presence in India	10%
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including experience of working as per urban planning regulations, national building codes, architectural & structural standards, engineering practices etc. applicable in India and especially in Delhi

- D. Qualification and experience of multidisciplinary team of professionals assigned to this project 30%

Note: For criterion D above, while assigning weightage to various bids, emphasis will be on the quantum/credentials of the team committed to this project by the bidder including the core team.

- 1.6.3 Only those bidders scoring 70% and above on the criteria mentioned in Para 1.6.2 will be declared technically qualified and invited to send their representatives for the opening of the financial bid (Envelope III) at the designated date/time. The financial bids of those bidders who are technically not qualified shall be returned in unopened condition. The successful technically qualified bidders shall be intimated through Fax and/or e-mail. Their names shall also be posted on the ITPO/Department of Commerce, GOI website www.indiatradefair.com and <http://commerce.nic.in>.
- 1.6.4 In its financial bid, the bidder shall quote its fee as a fixed price in Indian Rupees.
- 1.6.5 It is clarified that this quoted fee covers the fee for all services to be provided by the Adviser-cum-Project Management Consultant related to this project as laid down in Para 1.2 above, inclusive of all taxes, duties and govt levies other than applicable Service Tax which shall be paid by ITPO in addition to the quoted fixed fee.
- 1.6.6 Final selection of the successful bidder will be made on the basis of the combined score in technical and financial criteria. For this purpose a weightage of 70% and 30% will be assigned to technical and financial criteria respectively.
- 1.6.7 The lowest financial bid will be assigned the full weightage and the rest will be proportionately given lower weightage(s) as per the formulae (Lowest price/Quoted price) x 30%. The weighted scores of technical and financial criteria will be added up and the bidder with the highest combined score will be declared successful.

1.7 Fees

- 1.7.1 The successful bidder would be paid the fee determined as per Para 1.6.4 above. No other payment shall be made for any charge or expenditure.
- 1.7.2 Drop dead fee: A lump sum drop dead fee of Rs20 lakhs will be paid to the successful bidder in case ITPO abandons the project at any stage after award of contract to the successful bidder and prior to any payments being made as per

payment schedule in Para 1.8.

1.8 Payment Schedule

1.8.1 The payment to the Adviser-cum-Project Management Consultant as per the provisions of Para 1.7.1 shall be made in instalments, after getting ITPO approval regarding satisfactory performance of work relating to that stage, as per following milestones:

- (i) 15% on completion of activities laid down in Para 1.2.3 (a) & (b) above;
- (ii) 25% on completion of activities laid down in Para 1.2.3 (c) above;
- (iii) 20% on completion of activities laid down in Para 1.2.3 (e) above;
- (iv) Balance 40% in different slabs on completion of following activities as laid down in Para 1.2.3, i.e.,
 - (a) 5% on completion of activities laid down in Para 1.2.3 (d) above;
 - (b) 10% on completion of activities laid down in Para 1.2.3 (f) (i) above;
 - (c) 20% on completion of activities laid down in Para 1.2.3 (f) (iii) above;
 - (d) 5% on completion of activities laid down in Para 1.2.3 (h).

1.8.2 ITPO shall release the payments within 30 days of satisfactory completion of activities as per the schedule specified in Para 1.8.1. It may be noted that the payment to the successful bidder will be made in Indian Rupees (INR)only.

1.8.3 The successful bidder (Adviser-cum-Project Management Consultant) shall strictly adhere to the timelines as given below to ensure timely completion of the project to the satisfaction of ITPO:

Milestone	Activity	Timeline (days) from award of contract
I	Completion of activities laid down in Para 1.2.3 (a) & (b) above	120 days

II	Completion of activities laid down in Para 1.2.3 (c) above	180 days
III	Completion of activities laid down in Para 1.2.3 (e), (g) & (h) above	365days
IV	Completion of activities laid down in Para 1.2.3 (f)	1460 days

1.9 Penalty

- 1.9.1 Non-adherence to these timelines for Milestones I, II, and III prescribed in Para 1.8.3 will attract penalties. A delay of more than one week at each milestone will attract a penalty @ 1% per week of the payment due for that milestone and subsequent delays of more than 2 weeks at each milestone will attract a penalty @ 2% per week of the payment due for that milestone up to a maximum of 10% for any stage.
- 1.9.2 Such penalties levied for any stage will be withheld and recovered from the payments due to be released for that stage. However, progress made by the successful bidder in achieving the subsequent milestones will lead to negation of penalties levied for the preceding milestone(s) and will be returned to the successful bidder.
- 1.9.3 A log of communication between ITPO and successful bidder shall be maintained and time taken by ITPO/Competent Authority for grant of permissions/approvals to the successful bidder shall not be accounted for in calculating delays.

1.10 ITPOs/DoC, GOI Rights in respect of RFP/Selection of Adviser-cum-Project Management Consultant

- 1.10.1 ITPO reserves the right to accept or reject any bid without assigning any reason.
- 1.10.2 To give applicants reasonable time to take an addendum into account in preparing their applications, ITPO may, at its discretion, extend the deadline for the submission of applications.
- 1.10.3 Application received after the dead line of submission of application will not be considered or opened under any circumstances.
- 1.10.4 No conditional bids shall be considered.
- 1.10.5 No modification or substitution of the submitted application shall be allowed. An applicant may withdraw its application after submission, provided that written notice of the withdrawal is received by ITPO before the due date for submission of applications. In case an applicant wants to resubmit his application, he shall submit a fresh application following all the applicable conditions.
- 1.10.6 ITPO reserves the right to modify terms and conditions of the contract which shall be granted to the successful bidder after the bidding process, if in the opinion of the

ITPO , it is necessary or expedient to do so in public interest or for proper implementation of the project. The decision of the ITPO shall be final and binding in this regard.

1.10.7 ITPO reserves the right to suspend the project , cancel the contract with the selected party in part or in whole at any time if in the opinion of the ITPO it is necessary or expedient in the public interest.

1.10.8 The decision of the ITPO shall be final and binding in this regard. Also ITPO shall not be responsible for any damage or loss caused or arisen out of aforesaid action.

1.10.9 The selected bidder will work under the directions and guidance of the ITPO.

1.11 Performance Bank Guarantee

1.11.1 The successful bidder shall submit a Performance Bank Guarantee in the prescribed format for an amount of 10% of the bid value as specified in Para 1.6.4 before signing the contract/agreement.

1.11.2 Performance Bank Guarantee should be submitted by the successful bidder within 15 days of grant of letter of intent failing which the letter of intent may be withdrawn and earnest money forfeited. Performance Bank Guarantee should be initially valid for a period of four years which can be later extended so as to cover the extended period of contract under this RFP plus six months.

1.11.3 On satisfactory completion of the contract , this Performance Bank Guarantee shall be released.

1.11.4 Performance Bank Guarantee can be revoked in cases of non performance or unsatisfactory performance of contract, and for recovery of any dues including penalties levied against him. Circumstances leading to revocation of performance bank guarantee may also lead to rescinding of the contract.

1.11.5 ITPO's decision regarding determination of non performance or unsatisfactory performance of contract and imposition of penalties including revocation of the performance bank guarantee and rescinding of contract shall be final and binding on the successful bidder.

1.12 Force-Majeure

If at any time, during the continuance of this contract, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the contractor), fire, floods, natural calamities or any act of GOD (hereinafter referred to as EVENT), provided notice of happenings of any such

EVENT is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance provided the contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist. The decision of the CMD, ITPO as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

1.13 Arbitration

- (a) All matters of dispute arising out of this shall be governed by Indian law and subject to Court jurisdiction in New Delhi.
- (b) Except in matters in respect of which the decision of ITPO is final as specified in this agreement, any dispute or claim arising out of or in connection with or relating to this agreement or to its construction or fulfilment or the validity of the enforcement thereof, which cannot be settled mutually, shall be referred to a sole arbitrator to be appointed by the Chairman & Managing Director, ITPO. The arbitration proceedings shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification / amendment thereof.
- (c) The Arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- (d) The venue of the arbitration proceeding shall be the office of ITPO in New Delhi.
- (e) Upon any and every reference as aforesaid, the assessment of costs and incidental expenses in the proceedings for the award shall be at the discretion of the Arbitrator.

1.14 Instructions to Foreign Firms

In case of a foreign firm, a declaration should be submitted along with the bid application that the foreign firm shall accept payment under this RFP in Indian Rupees and shall abide by all Indian laws and regulations in force from time to time.

1.15 Conflict of Interest

Bidders shall not have a conflict of interest. All bidders found to have a conflict of interest as mentioned below will be disqualified.

- a) The selected bidder shall not engage in activities that conflict with the interest of the client under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the services under the contract.
- b) The selected bidder shall not engage in any assignment that would be in conflict of interest with their current obligations to the same or other clients.
- c) The selected bidder (including their personnel, agents and/or sub consultants) that have a business or family relationship with such members of the ITPO staff who are directly or indirectly involved in the project will not be awarded the contract.

1.16 Corrupt or Fraudulent Practices

ITPO requires that bidders under this contract observe the highest standard of ethics during the period of consultancy. In pursuance of this policy, ITPO:

a) Defines, for the purpose of these provisions, the terms set forth below as follows:

(i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Employer, and includes collusive practice among Applicants/Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

b) Will reject a proposal for award of work if it is determined that the Applicant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

c) Will declare a Applicant/Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract /contracts, if it at any time determines that the Applicant/Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
