

ANNEXURES

To

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

**(REQUEST FOR PROPOSAL FOR APPOINTMENT OF ADVISER
AND PROJECT MANAGEMENT CONSULTANT FOR
DEVELOPMENT OF AN INTEGRATED EXHIBITION CUM
CONVENTION COMPLEX AT PRAGATI MAIDAN NEW DELHI)**

ANNEX URE-I**CALENDAR OF EVENTS**

01 DECEMBER 2011	PUBLICATION OF ADVERTISEMENT FOR THIS RFP
08 DECEMBER 2011	PRE BID MEETING
20 DECEMBER 2011	PUBLICATION OF REVISED ADVERTISEMENT FOR THIS RFP AFTER CONSIDERATION OF REQUESTS RECEIVED IN PRE BID MEETING
31 January 2012(3.00pm)	LAST DATE FOR RECEIPT OF BIDS
31 January 2012(4.00pm)	OPENING OF ELIGIBILITY BIDS (ENVELOP I)
29 FEBRUARY 2012	LIST OF ELIGIBLE BIDDERS TO BE ANNOUNCED
13 MARCH 2012(11.00am)	OPENING OF TECHNICAL BIDS OF ELIGIBLE BIDDERS (ENVELOP II)
13-15 MARCH 2012	PRESENTATIONS BEFORE EVALUATION COMMITTEE OF ELIGIBLE BIDDERS
15 MARCH 2012	LIST OF TECHNICALLY QUALIFIED BIDDERS TO BE ANNOUNCED AT THE END OF PRESENTATIONS
20 MARCH 2012(4.00pm)	OPENING OF FINANCIAL BIDS OF TECHNICALLY QUALIFIED BIDDERS (ENVELOP III)
31 MARCH 2011	SELECTION OF ADVISER-CUM-PROJECT MANAGEMENT CONSULTANT

ANNEXURE-II**ENVELOPE-I****Covering letter containing General Information & Details for Eligibility
(as per Para 1.5.2 of RFP)**

To,

The Executive Director,
India Trade Promotion organisation,
Pragati Bhavan, Pragati Maidan,
N Delhi

Subject: Bid for selection of an Adviser cum Project Management Consultant for developing an integrated Exhibition cum Convention Complex at Pragati Maidan, New Delhi

Dear Sirs,

I/We have read the RFP for selection of an Adviser cum Project Management Consultant for developing an integrated Exhibition cum Convention Complex at Pragati Maidan, New Delhi and hereby submit our bid as per the details given below:

- 1 Details of Bidder
 - 1.1 Name of the Bidder
(Name of Lead partner in case of a consortium)
 - 1.2 Registered Address of the Bidder
(with contact telephone and website)
 - 1.3 Correspondence Address of the Bidder
(with contact telephone)
 - 1.4 Nodal Contact Person of the Bidder (for correspondence purpose)
(with contact telephone and email)
- 2 Status of Bidder
 - 2.1 Status of the Bidder
(Whether a Indian company/foreign company or a consortium)
 - 2.2 Legal Status of the Lead Partner in case of a consortium
(Whether a Indian company or a foreign company)
 - 2.3 Date of Incorporation

(In case of a consortium, date of incorporation of lead partner)

2.3.1 In case of Consortium, date of MOU

2.3.2 In case of a Consortium, details of consortium members

3.1 Equity Details

Name of Bidder/Consortium member	Equity/Share Capital (Rs)of Bidder/Consortium member (asper audited financial statements of FY 10-11)
Total	

3.2 Equity Share (in percentage) of Lead partner in Consortium:

4 Details of Commercial Presence in India of the Bidder i.e

(asper Para 1.3.5 of RFP)

- i) Investment in India
- ii) Nature of Business Presence
- iii) RBI Approval
- iv) Registration/Approval for operation under any Act of Central Govt or State Govt in India
- v) Any other information

5.1 Availability of multidisciplinary team of qualified professionals –details to be submitted as per Para 1.3.6 of RFP

Name of Team Member	Employed with (Organisation Name)	Qualifications	Experience (in Yrs)	Discipline

5.2 CORE TEAM PARTICULARS:

Name of Team Member	Employed with (Organisation Name)	Qualifications	Experience (in Yrs)	Discipline

6.1 Details of experience in designing a large integrated exhibition cum convention centre of more than Rs 250 crores (excluding cost of land) in the last ten years

(as per Para 1.3.3 (a) of RFP)

6.2 Details of experience in designing a large integrated exhibition cum convention centre of 50,000 sq meters of exhibition space with 1000 pax capacity convention centre in the last ten years

(as per Para 1.3.3 (a) of RFP)

6.3 Details of providing project management consultancy for a single infrastructure project of more than Rs 250 crores (excluding cost of land) in the last seven years (as per Para 1.3.3 (b) of RFP)

7.1 Application Fee details (asper Para 1.5.3 of RFP)
(Demand Draft No, Date of issue, Amount, Bank)

7.2 Earnest Money details (asper Para 1.5.4 of RFP)

Technical Bid has been submitted separately in sealed cover in Envelop II.

Financial Bid has been submitted separately in sealed cover in Envelop III.

(Name and designation of the authorised signatory)

On behalf of the Bidder_____

Place_____

Date_____

Contact Telephone_____

Contact Email Address_____

Communication Address_____

Note: Documents to be enclosed with Envelope-I

- a. Demand draft of Rs 50,000/- as application fee.
- b. Draft/Bank Guarantee of Rs 10,00,000/- as earnest money.
- c. Documentary proof regarding Serial numbers (in Application form) 2.1, 2.2, 2.3
- d. Documentary proof regarding Serial numbers (in Application form) 3.1, 3.2
- e. Documentary proof regarding commercial presence in India including commercial activities undertaken in India
- f. A declaration as per RFP Para 1.3.6 regarding availability of the multidisciplinary team, deployment of the core team and the core team being drawn from the substantive members of the incorporated entity shall be submitted.
- g. Copy of MOU detailing the arrangement entered into between parties in case bid is submitted by a consortium
- h. Power of Attorney in format given at Annexure VI as per RFP para 1.3.2.3 (b)
- i. Documentary proof regarding Serial numbers (in Application form) 6.1, 6.2 and 6.3.
In addition, for Serial numbers (in Application form) 6.1 and 6.2 proof as per RFP Para 1.3.3 (a) (i) and RFP Para 1.3.3 (a) (ii) and 1.3.3 (b) has also to be submitted.
- j. Document showing the authorised signatory being the authorised constituted attorney of the bidder/consortium.
- k. Declaration regarding RFP Para 1.3.9
- l. Documentation as per RFP Para 1.3.2.2 and 1.3.2.3
- m. Any other document by the bidder in support of their claim

ANNEXURE-III

ENVELOPE-II

TECHNICAL BID (as per Para 1.5.2 of RFP)

To,

The Executive Director,
India Trade Promotion organisation,
Pragati Bhavan, Pragati Maidan,
N Delhi

Subject: Technical Bid for selection of a Adviser cum Project Management Consultant for developing an integrated Exhibition cum Convention Complex at Pragati Maidan, New Delhi

Dear Sirs,

I/We hereby submit the **TechnicalBid** for selection of a Adviser cum Project Management Consultant for developing an integrated Exhibition cum Convention Complex at Pragati Maidan, New Delhi as per the details given below:

- 1 Name of the Bidder
(Lead partner in case of a consortium)

- 2 Detailed profile along with supporting documentation for each of the following:
(Individual sheets may be submitted for each of the 4 categories suitably highlighting the nature, quality and relevance of the claims of the bidder for this project)

- 2A Experience in designing a exhibition cum convention centre during last 10 years
- 2B Experience in providing Project Management Consultancy in large infrastructure projects of more than Rs. 250 crores during last 7 years
- 2C Nature of Commercial presence in India including bidder's experience of working as per urban planning regulations, national building codes, architectural & structural standards, engineering practices etc. applicable in India and especially in Delhi
- 2D Qualification and experience of multidisciplinary team of professionals assigned to this project

Note: Please enclose documentary evidence in proof of the above.

(Name and designation of the authorised signatory)

On behalf of the Bidder_____

Place_____

Date_____

Contact Telephone_____

Contact Email Address_____

Communication Address_____

ANNEXURE-IV
ENVELOPE-III

FINANCIAL BID (as per Para 1.5.2 of RFP)

To,

The Executive Director,
India Trade Promotion organisation,
Pragati Bhavan, Pragati Maidan,
N Delhi

Subject: Financial Bid for selection of a Adviser cum Project Management Consultant for developing an integrated Exhibition cum Convention Complex at Pragati Maidan, New Delhi

Dear Sirs,

I/We hereby submit the **FinancialBid** for selection of a Adviser cum Project Management Consultant for developing an integrated Exhibition cum Convention Complex at Pragati Maidan, New Delhi as per the details given below:

- 1 Name of the Bidder
(Lead partner in case of a consortium)

- 2 Fixed Price (in Indian Rs) for all services to be provided by the Adviser cum Project Management Consultant related to this project as per Para 1.6.4 of RFP.....

(Name and designation of the authorised signatory)

On behalf of the Bidder_____

Place_____

Date_____

Contact Telephone_____

Contact Email Address_____

Communication Address_____

ANNEXURE- V**EARNEST MONEY****BANK GUARANTEEFORMAT (as per Para 1.5.4 of RFP)**

Whereas..... (hereinafter called the “bidder”)

has submitted their offer dated..... (hereinafter called the “bid”)

for selection of a Adviser cum Project Management Consultant for developing an integrated Exhibition cum Convention Complex at Pragati Maidan, New Delhi

against the purchaser’s enquiry No.....

KNOW ALL MEN by these presents that WE..... of..... having our registered office atare bound unto..... (hereinafter called the “Purchaser)

in the sum of

for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of..... 20..

THE CONDITIONS OF THIS OBLIGATION ARE:

(1) If the bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this bid.

(2) If the bidder having been notified of the acceptance of his bid by the Purchaser during the period of its validity:-

a) If the bidder fails to furnish the Performance Security for the due performance of the contract.

b) Fails or refuses to accept/ execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the

occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

When communication is received from or on behalf of CMD, ITPO to invoke this Bank Guarantee, the amount will be remitted to in favour of "India Trade Promotion Organisation, New Delhi

.....

(Signature of the authorized officer of the Bank)

.....

.....

Name and designation of the officer

.....

Seal, name & address of the Bank

ANNEXURE VI

Power of Attorney for Lead Member of Consortium

[Refer Clause 1.3.2.3 (b)]

Whereas India Trade Promotion Organisation (hereinafter referred to as "ITPO") has invited proposal from interested parties for appointment 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)

Whereas, M/s.,

M/s.,

M/s.....,

And M/s.....

(collectively the "Consortium") being Members of the Consortium are interested in bidding for the project in accordance with the terms and conditions of the Request for Proposal (RFP).

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s having our registered office at,

M/s having our registered office at,

M/s..... having our registered office at, and

M/s.....having our registered office at,

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

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

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

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

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

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

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

Witnesses:

- 1.
- 2.

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

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- Also, wherever required, the Applicant 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 Applicant.*
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

APPENDIX VII**Memorandum of Understanding***[Refer Clause 1.2.3.3 (e)]**(To be executed on Stamp paper of appropriate value)*

THIS Memorandum of Understanding is entered into on this the day of, 20.....

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956 or a company incorporated/ registered in _____ (in case of a foreign company) and

having its registered office at at..... or

branch office in India (if a foreign company) at

(hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND 2. {..... Limited, a company incorporated under the Companies Act, 1956 or a company incorporated/ registered in _____ (in case of a foreign company) and

having its registered office at or

branch office in India (if a foreign company) at

(hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND 3. {..... Limited, a company incorporated under the Companies Act, 1956 or a company incorporated/ registered in _____ (in case of a foreign company) and

having its registered office at at..... or

branch office in India (if a foreign company) at

(hereinafter referred to as the "**Third Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND 4. {..... Limited, a company incorporated under the Companies Act, 1956 or a company incorporated/ registered in _____ (in case of a foreign company) and

having its registered office at at..... or

branch office in India (if a foreign company) at

(hereinafter referred to as the "**Fourth Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the FIRST, SECOND, THIRD and FOURTH PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

WHEREAS

(A) The India Trade promotion Organisation, established, represented by its Chairman & /ED and having its principal offices at Pragati Maidan, New Delhi (hereinafter referred to as the "**ITPO**") which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications by its Request for Proposal No. dated(referred to as "**RFP**") for selection of Adviser and Project Management Consultant for development of Integrated Exhibition-cum Convention Complex at Pragati Maidan.

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the *RFP* document and other bid documents in respect of the Project (referred to as "**Advisory and Consultancy Services**"), and

(C) It is a necessary condition under the *RFP* document that the members of the Consortium shall enter into a Memorandum of Understanding (referred to as "**MOU**") and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:**1. Definitions and Interpretations**

In this MOU, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the *RFP*.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (referred to as "**Consortium**") for the purposes of jointly participating in the Bidding Process for the advisory and consultancy services under the RFP and also in case the work of advisory and consultancy services awarded to the consortium for jointly discharging the responsibilities.

2.2 The Parties hereby undertake to participate in the Bidding Process as a Consortium and not individually and/ or through any other consortium constituted for this advisory and consultancy services under this RFP, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder, the Agreement shall be signed by the Lead Member of Consortium with the *ITPO* and for performing all its obligations.

4. Role of the Parties

4.1. The parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and during the tenure of the agreement;

(b) The role of Party of the Second Part shall be

(c) The role of Party of the Third Part shall be

(d) The role of Party of the Fourth Part shall be.....

4.2. Details of share of revenue, breakup of scope of work shall be mutually worked out between the Consortium Members.

4.3 The parties do hereby undertake that they will be responsible to ensure presence of their experts (Qualified professionals) as required during the contract period, committed during their selection process, to be members of the core team committed for delivering the Consultancy services.

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to advisory and consultancy services under the RFP, Scope of Services and in accordance with the terms of the *RFP* Document.

6. Lead Member

The parties agree that the lead member is authorised by other members of the consortium to fulfil all conditions of RFP during the tenure of the contract agreement in case the contract is awarded to the consortium.

7. Representation of the Parties

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

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and *authority* to enter into this MOU;
- (b) The execution, delivery and performance by such Party of this MOU has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this MOU for the delegation of power and *authority* to execute this MOU on behalf of the Consortium Member is annexed to this MOU, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this MOU;
- (c) this MOU is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this MOU.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect in accordance with the Contract Agreement, in case the contract is awarded to the Consortium. However, in case the Consortium is either not pre-qualified to be considered for

selection as Adviser cum Project Management Consultant under this RFP or does not get selected as the Adviser cum Project Management Consultant under this RFP, the MOU will stand terminated upon the Applicant not being pre-qualified or upon return of the Bid Security by the *ITPO* to the Bidder, as the case may be.

9. Miscellaneous

9.1 This MOU shall be governed by laws of India and be subject to jurisdiction of Courts at Delhi, India.

9.2 The Parties acknowledge and accept that this MOU shall not be amended by the Parties without the prior written consent of the *ITPO*.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS MEMORANDUM OF UNDERSTANDING AS OF THE DATE FIRST ABOVE WRITTEN, SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED.

For and on behalf of LEAD MEMBER by:

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

For and on behalf of SECOND PART by:

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

For and on behalf of THIRD PART by:

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

For and on behalf of FOURTH PART by:

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

In the presence of:

- 1.
- 2.

Notes:

1. The mode of the execution of the Memorandum of Understanding should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- 2. Each Memorandum of Understanding should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this MOU for the delegation of power and ITPO to execute this MOU on behalf of the Consortium Member.*

3. For a Memorandum of Understanding executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.