

**INDIA INTERNATIONAL CONVENTION & EXPO CENTRE, DWARKA, NEW DELHI**

**ENGAGEMENT OF FINANCIAL ADVISOR  
FOR  
RAISING OF LOAN  
FOR  
INDIA INTERNATIONAL CONVENTION AND EXHIBITION CENTRE (IICC)**

**RFQ CUM RFP No. IICC/2018/03/001 dated: [23<sup>rd</sup> March, 2018]**

**India International Convention & Exhibition Centre Limited**  
Room No. 452A, Ministry of Commerce & Industry, DIPP, Udyog Bhawan,  
New Delhi, India-110011.  
CIN: U74999DL2017GOI327372

**Communication address:**  
Room No. 341 B, 3<sup>rd</sup> Floor, Hotel Ashok, Diplomatic Enclave, 50 B, Chanakyapuri,  
New Delhi, 110 021. Tel No: +91 11 26118884  
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**India International Convention & Exhibition Centre Limited  
NATIONAL COMPETITIVE BIDDING**

**Request for Qualification Cum Proposal for Selection of Financial Advisor for India  
International Convention & Expo Centre at Dwarka, New Delhi  
23<sup>rd</sup> March, 2018**

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

India International Convention & Exhibition Centre Limited invites online proposals through e-procurement in response to this Request for Qualification cum Proposal document from applicants for the purpose of selecting a Financial Advisor for raising of loan for India International Convention & Expo Centre. The salient features of the project, eligibility criteria and prescribed formats for submission are set out in the RFQ cum RFP document uploaded on the website: [www.dmicdc.com](http://www.dmicdc.com) and the Central Public Procurement Portal: <http://eprocure.gov.in>.

Interested applicants are requested to submit their proposals via the Central Public Procurement Portal on or before April 30<sup>th</sup>, 2018. The proposals have to be accompanied with a bank draft of Rs.5,000/- (Rupees Five Thousand Only) plus Goods and Services Tax at 18% (eighteen percent) in favour of "India International Convention & Exhibition Centre Limited", payable at New Delhi, India, as a non-refundable processing fees.

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

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## Instructions to Bidder for e-Tendering

### **1. Enrollment process on the Tender web-site**

- Bidders (Applicants) are required to enroll on the e-Procurement module of the Central Public Procurement (CPP) Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online Bidder Enrollment”. Enrolment on the CPP Portal is free of charge.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (DSC)- (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India, with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / eToken.

### **2. Tender search**

- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organisation name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organisation name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Favorites’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **3. Preparation of bids**

- Make folders with the name of the tender number so as to identify the folders easily during the bid document uploading.
- File and Folder name should not contain any special characters (&, #, etc.) or space in between.
- Download the RFQ cum RFP/ tender document of the required tender in that folder.
- Scan the Bid Security fee instruments/ Tender fee instruments for offline payments if any.
- In the case of offline payment, the details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the proposal/ bid submitted will not be acceptable.
- Scan and keep ready Pre-qualification documents like PAN, GST etc. if any

- Prepare the technical bid document and then convert into PDF
- Prepare the Financial Proposal i.e. fill up required figures in the downloaded document. The Price Bid file with the same name has to be uploaded while uploading the financial Proposals.
- Keep all the documents in the same folder for the easy bid document upload
- The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. It will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date. For any clarifications from the TIA (Tender inviting authority), the bid number can be used as a reference.

#### **4. Submission of bids**

- Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document. Offers which are not digitally signed will not be accepted. Applicant shall submit their offer in electronic format on CPP Portal only.
- Bidder should prepare the Bid Security (EMD) as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- The Financial Bid format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the Price bid file. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Price bid file is found to be modified by the bidder, the bid will be rejected.
- The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- Any document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / bid-openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **4. Password maintenance**

- The length of the password should be of 8 to 32 characters
- The password should be of any English lowercase and uppercase (a-z and A-Z) characters.
- The password must contain at least one number between 0-9.
- The password must contain at least one special character from these [! @ # \$ ^ \* \_ ~]
- Sample password is just like Admin123\$, India2000#, etc.

#### **5. About DSC**

- Digital Signature Certificates (DSC) is the digital equivalent (that is electronic format) of physical paper certificates.
- Like physical documents are signed manually, electronic documents, for example e-forms are required to be signed digitally using a Digital Signature Certificate. Transactions that are done using Internet if signed using a Digital Signature certificate becomes legally valid.
- Bidders have to procure Class 2 or 3 signing certificates only. Only Class 2 or 3 is valid for e-tendering purpose.
- The Certifying Authorities are authorized to issue a Digital Signature Certificate with a validity of one or two years. The maximum period for which the DSC is issued is only two years. On the expiry of the term, the Digital Signature Certificate can be revalidated by paying the fees again.
- Digital Signatures are legally admissible in a Court of Law, as provided under the provisions of IT.
- Digital Signature Certificate (DSC) is not required by Companies but by individuals. For example the Director or the Authorized signatory signing on behalf of the Company requires a DSC.
- Each user logs in to the tender site thro' the secured log in by giving the user id/ password allotted during registration & then by giving the password of the DSC. The DSC password will get locked if successively wrong password is given many times.

#### **6. DSC providers for Private firms**

A licensed Certifying Authority (CA) issues the digital signature. Certifying Authority (CA) means the authority that has been granted a license to issue a digital signature certificate under Section 24 of the Indian IT-Act 2000.

- The vendors like TCS ([www.tcs-ca.tcs.co.in](http://www.tcs-ca.tcs.co.in)), Sify, MTNL, nCode ([dsc@ncodesolutions.com](mailto:dsc@ncodesolutions.com)), e-Mudhra ([www.e-mudhra.com](http://www.e-mudhra.com)) are issuing DSC's for bidders.
- The time taken by Certifying Authorities to issue a DSC may vary from three to seven days.

#### **7. Advantage of “My Space” on CPP Portal**

- The bidder can upload Non Sensitive frequently asked documents prior at any point of time once he logs in to the Bid. These are not encrypted.
- These can be anything like GST, PAN Certificate, VAT Certificate, Equipment Details, Manpower Details, Copies of Balance Sheet of last few years, Details of quantity of work executed etc.

- In some cases the TIA might have uploaded a format while in many cases it may just be a scanned copy of the original which needs to be uploaded.
- This will avoid repeated upload of common documents and also save space and time.

## **8. System requirements**

- Windows XP with latest service pack
- Loaded IE 7.0 or above
- Loaded JRE 1.6 or above
- Antivirus Software with latest definition.
- Internet connectivity
- Scanner to scan the documents if required
- Printer and PDF Creator.

## **9. Assistance to Bidders**

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
- **For any technical queries for online-submission please call the 24x7 Helpdesk numbers of Eprocure. The Helpdesk numbers +91120-4200462/4001002/4001005, email: [support-eproc@nic.in](mailto:support-eproc@nic.in) .**

## Disclaimer

1. This Request for Qualification cum Proposals document (“**RFQ cum RFP**”) is neither an agreement nor an offer by India International Convention & Exhibition Centre Limited (“**SPV**”) to the prospective Applicants or any other person. The purpose of this RFQ cum RFP is to provide information to the applicant that may be useful to them in the formulation of their Proposal pursuant to this RFQ cum RFP.
2. The SPV does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFQ cum RFP and it is not possible for the SPV to consider particular needs of each party who reads or uses this RFQ cum RFP. This RFQ cum RFP includes statements which reflect various assumptions and assessments arrived at by the SPV in relation to the Financial Advisory Services. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFQ cum RFP and obtain independent advice from appropriate sources.
3. The SPV will not have any liability to any prospective Applicant or any other person under any laws (including without limitation the law of contract or tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFQ cum RFP, any matter deemed to form part of this RFQ cum RFP, the declaration of the Selected Applicant, the information supplied by or on behalf of the SPV or its employees, any consultants, or otherwise arising in any way from the Selection Process. The SPV will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFQ cum RFP.
4. The SPV will not be responsible for any delay in receiving the Proposals. The issuance of this RFQ cum RFP does not imply that the SPV is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Services and the SPV reserves the right to accept/reject any or all of the Proposals submitted in response to this RFQ cum RFP at any stage without assigning any reasons whatsoever. The SPV also reserves the right to suspend or annul the Selection Process at any stage with intimation to all who have submitted Proposals.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The SPV accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. The SPV reserves the right to change/ modify/ amend any or all provisions of this RFQ cum RFP. Such revisions to the RFQ cum RFP / amended RFQ cum RFP will be made available on the official website for accessing the information related to this RFQ cum RFP: [www.dmicdc.com](http://www.dmicdc.com) (the “**Official Website**”), or the Central Public Procurement Portal: <http://eprocure.gov.in> (the “**CPP Portal**”). Any reference to the RFQ cum RFP herein shall be deemed to be a reference to the RFQ cum RFP as may be revised by the SPV.

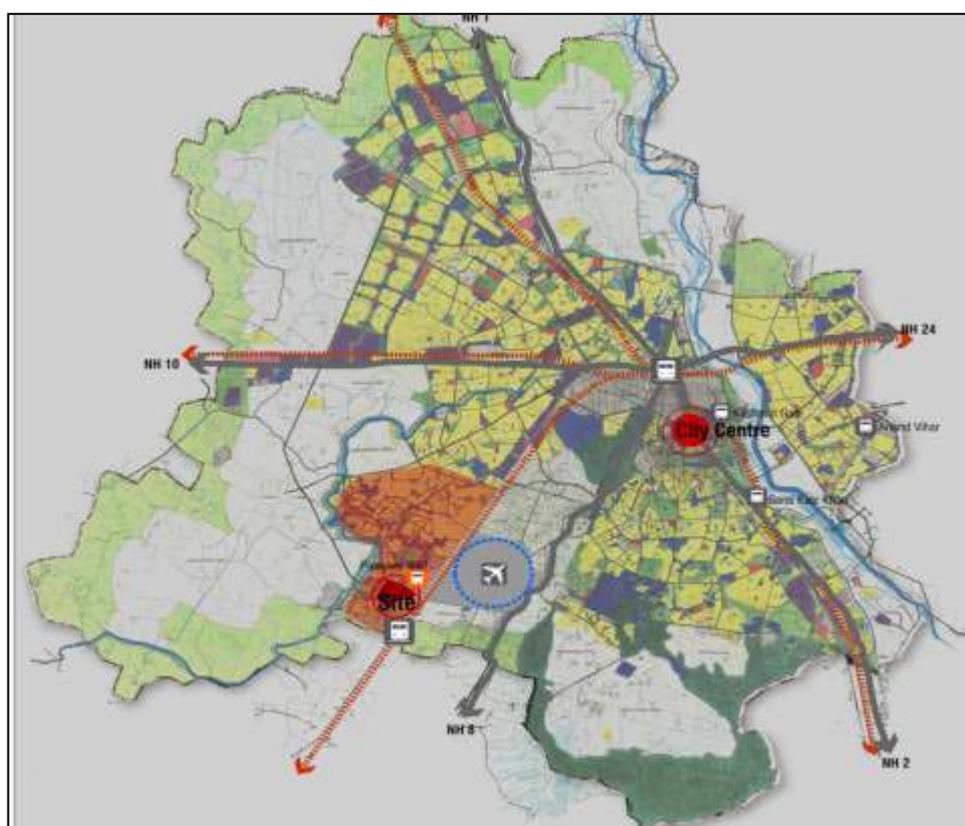
# 1. Letter of Invitation

New Delhi

Date: 22<sup>nd</sup> March, 2018

## 1.1. Project Introduction

1.1.1 The India International Convention & Expo Centre, (“IICC”) is envisioned as a world-class, transit-oriented, mixed use district, providing one of the largest facilities of its kind in India and Asia. The IICC is planned to be developed at Sector 25, Dwarka, New Delhi, approximately 11 Kms from IGI Airport, and will be well-connected to metro and road links. The site is 89.72 Ha. in a well-developed area in the western end of Delhi adjoining the Millennium City of Gurgaon.



*Fig. 1: Location map of IICC*

1.1.2 The IICC is a flagship project of Government of India. The IICC is foreseen as an internationally recognized architectural icon with innovative design and novel green building features.

1.1.3 The IICC is intended to be launched as an international brand to promote and stimulate future growth and development of the region. The IICC will be an integrated complex with a host of mutually beneficial facilities – exhibition halls, convention centre, arena, open exhibition spaces, banquet halls, auditoria, star hotels, food and beverage outlets, offices and retail services.

1.1.4 These components will have the ability to be utilized independently or in conjunction with each other, depending upon the nature of the event.

1.1.5 The IICC district is proposed to include approximately 300,000 sq. m. of covered exhibition space (240,000 sq. m. of indoor exhibition space, 60,000 sq. m. of foyer space) and 60,000 sq. m. of convention space, as well as 50,000 sq. m. of outdoor exhibition space. In addition, it is planned to contain a sports arena of approximately 50,000 sq. m., approximately 260,000 sq. m. of hotel space and serviced Apartments approximately 380,000 sq. m. of commercial space for retail, entertainment and class-A Offices. Approximately 28,000 basement-level car-parking spaces are also proposed. The size and diversity of the IICC suggests that each area will have unique features that define both the challenges and the opportunity to stimulate investment and generate a desirable level of success.



**Fig. 2:** Layout concept plan of IICC as per indicative master plan

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

1.1.6 The SPV intends to develop the IICC in phases. The first phase involves the development of India International Convention & Expo Centre (the “**Project Facilities**”), which shall comprise the following features:

- (a) A convention centre of approximately 60,000 sq. m., which shall include: (i) a main auditorium with a capacity of 6,000 people (divisible into 2 (two) auditoria with a capacity of 4,000 and 2,000 people), (ii) 13 (thirteen) modular conference rooms with a capacity ranging from 60 to 1,000 people, and (iii) a grand ball room with a capacity of 2,000 to 2,500 people; and
- (b) Closed exhibition area of approximately 60,000 sq. m. comprising 2 (two) exhibition halls and approximately 20,000 sq. m. of adjoining foyer.

- (c) Complete trunk Infrastructure comprising centralized District cooling system, Power supply (DG power back up to only Exhibition Centre, Convention Centre and Arena Components), Water Supply System, Solid Waste Management, Firefighting, Piped gas supply, Information & Communication network, Security and Surveillance etc.

1.1.7 SPV intends to raise the loan of approximately Rs. 2,000 crore over the period of next two years in order to facilitate the smooth development of the facility. The SPV invites proposals to undertake the financial advisory to raise the finance from institutions and such other obligations as set out in and in accordance with the Agreement (the “**Financial Advisory Services**”).

## **1.2. Objectives:**

1.2.1 The objective of this RFQ cum RFP is to select a Financial Advisor to Raise loan.

1.2.2 The Financial Advisor will be selected as per the procedure described in this RFQ cum RFP.

1.2.3 The RFQ cum RFP includes the following documents:

SECTION 1: Letter of Invitation

SECTION 2: Instructions to Applicants

SECTION 3: Scope of Work

SECTION 4: Minimum Eligibility Criteria

SECTION 5: Evaluation Criteria for Technical Bid / Financial Bid

SECTION 6: Submission of Proposal

SECTION 7: Terms and Conditions of the Engagement of Financial Advisor to Raise Loan for IICC, New Delhi

SECTION 8: Agreement

### **Documents Enclosed:**

- Pre - Qualification proposal: Letter of Proposal
- Form 1- Format for Financial Eligibility
- Form 2: Format for Minimum Technical Criteria of Applicant
- Form 3: Format for Minimum Technical Criteria of Applicant
- Annexure-I – Particulars of Applicant
- Annexure-II- Declaration
- Annexure-III- Tender Acceptance Letter
- Annexure-IV- Undertaking
- Technical Proposal: Letter of Proposal
- Form 4: Format for Technical Criteria of Applicant
- Form 5: Format for Technical Criteria of Applicant
- Form 6: CV of Team Leader and Deputy Team Leader
- Annexure-V- Financial Bid Undertaking
- Annexure VI - Financial Bid
- Annexure-VII- Indemnity Bond
- Appendix-I – Form of Bank Guarantee for Bid Security
- Appendix-II – Form of Bank Guarantee for Performance Security

**1.3** All clarifications/ corrigenda will be published only on the DMICDC, DIPP Website and the CPP Portal.

**1.4** Capitalised terms that are used but not defined herein shall, unless repugnant to the context in which they appear, have the meaning ascribed thereto in the Agreement.

Yours sincerely

Managing Director,  
India International Convention & Exhibition Centre Limited,  
Room No. 341-B, 3<sup>rd</sup> Floor,  
50 B, Diplomatic Enclave,  
Chanakyapuri, New Delhi, India, 110021

## **2. Instructions to Applicants**

### **2.1. Introduction**

- 2.1.1 Applicants are informed that the SPV will select an entity to provide the Financial Advisory Services on the basis of an evaluation that will be conducted by the SPV in accordance with the selection process specified in this RFQ cum RFP (the “**Selection Process**”). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the SPV’s decisions are without any right of appeal whatsoever.
- 2.1.2 The Applicants are invited to submit technical and financial proposals (collectively called as the “**Proposal or Bid**”) as specified in this RFQ cum RFP, for providing the Financial Advisory Services. The term “**Applicant or Bidder**” refers to a single entity. The Proposal will form the basis for signing the Agreement with the **Selected Applicant**. Consortium / Joint Ventures are not allowed to bid. The bid is opened only for Indian Bidders through National Competitive Bidding process.
- 2.1.3 The SPV will timely provide, at no cost to the Financial Advisor, relevant project data and reports related to the fund requirements/ any other available with the SPV. However, for avoidance of doubt, it is hereby clarified that the data/ information provided under the RFQ cum RFP, or to be provided by the SPV to the Applicants later, is only indicative and solely for the purposes of rendering assistance to the Applicants towards preparation of their Proposals. The Applicants are hereby advised to undertake their own due diligence (to their complete satisfaction) before placing reliance on any such data/ information furnished or to be provided later by the SPV and/ or any of its consultants.
- 2.1.4 Applicants shall bear all costs associated with the preparation and submission of their Proposals, and their participation in the Selection Process, including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by SPV or any other costs incurred in connection with or relating to its Proposal. The SPV is not bound to accept any Proposal, and reserves the right to annul the Selection Process at any time prior to declaration of the Selected Applicant, without thereby incurring any liability to the Applicants.
- 2.1.5 It is the SPV’s policy to require that the Applicants / Financial Advisor observe the highest standard of ethics during the Selection Process and execution of the Agreement. In pursuance of this policy, the SPV will:
- (i) Reject the Proposal if it determines that the Applicant has engaged in corrupt practice or fraudulent activities in competing for the Agreement;
  - (ii) Declare an Applicant ineligible, either indefinitely or for a stated period of time, to participate in any bid processes conducted by the SPV if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the Agreement.
- 2.1.6 Applicants are required to follow the highest level of work ethics. If any Applicant has a Conflict of Interest or indulges in Prohibited Practices, the Applicant is liable to be disqualified. Further, in the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the PDD, it would not be eligible to submit a Proposal.

## 2.1.7 Commencement, completion, modification and termination of contract

- a. **Effectiveness of Contract:** This Contract shall come into effect from the date of issue of Letter of award (LOA) for the appointment of Financial Advisor.
- b. **Commencement of Services:** The Financial Advisor shall commence the Services from the date of LOA by the SPV.
- c. **Expiration of Contract:** Unless terminated earlier pursuant to relevant clauses in this contract hereof, this Contract shall expire at the end of two years from the date issue of Letter of Award. The contract might be extended further for next two years at the sole discretion of SPV on the similar terms.

## 2.1.8 Termination

1. **By the SPV/Employer:** The SPV may terminate this Contract, by not less than thirty (30) days' or sixty (60) days written notice of termination to the Financial Advisor, to be given after the occurrence of any of the events specified in this clause:
  - a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within a period of sixty (60) days, after being notified or within such further period as the Client may have subsequently approved in writing;
  - b) within thirty (30) days, if the Consultants become insolvent or bankrupt;
  - c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
  - d) within thirty (30) days, if the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
  - e) within thirty (30) days, if the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client;
  - f) within thirty (30) days, if the Consultant, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;
  - g) if the Client, in its sole discretion and for any reason whatsoever, within a period of sixty (60) days' decides to terminate this Contract.
2. **By the Financial Advisor:** The Financial Advisor may terminate this Contract, by not less than thirty (30) day's' written notice to the Client, such notice to be given after the occurrence of the events specified in this clause:
  - a) if the SPV fails to pay any money due to the Financial Advisor pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty-five (45) days after receiving written notice from the Financial Advisor that such payment is overdue; or
  - b) if, as the result of Force Majeure, the Financial Advisor are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
3. **Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to relevant clauses hereof, the Financial Advisor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep

expenditures for this purpose to a minimum. Financial Advisor shall handover all project documents and information in soft and hard copies to the Employer/Client/SPV.

4. **Payment upon termination:** Upon termination of this Contract, the SPV will make the following payments to the Financial Advisor:
    - a) Remuneration pursuant to relevant clauses for Services satisfactorily performed and certified prior to the effective date of termination;
    - b) If the Contract is terminated pursuant to [Clause 2.1.8.1- a to f](#), the Financial Advisor shall not be entitled to receive any agreed payments upon termination of the Contract. However, the SPV may consider to make payment for the part satisfactorily performed and certified on the basis of the quantum meruit as assessed by it, in its sole discretion, if such part is of economic utility to the Client.
  5. **Disputes about Events of Termination:** If either Party Disputes Termination of the contract under relevant clauses hereof, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
- 2.1.9 **Arbitration:** If any dispute or difference of any kind whatsoever arises in connection with or arising out of or relating to or under this RFQ cum RFP, the parties to the dispute shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of 30 (thirty) days from the date on which the above-mentioned dispute or difference arises, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of 3 (three) arbitrators. Each party shall appoint 1 (one) arbitrator and the 2 (two) arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be New Delhi, India and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 (with all amendments) shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties. It is also a term of Contract that the fees payable to the Arbitrator (s) shall be paid equally by both the Parties.
- 2.1.10 The Proposal shall be valid for a period of not less than 180 (one hundred and eighty) days from the Proposal Due Date (the “PDD”).
- 2.1.11 **Brief description of the Selection Process:**
- The Client has adopted a three bid system (simultaneous receipt of Prequalification , Technical and financial proposal ) selection process (collectively the “Selection Process”) for evaluating the Proposals. The Bids shall comprise of three parts namely the Prequalification, Technical and Financial Proposals. The Pre-Qualification Proposal shall be submitted online titled Request for Qualification (RFQ) along with the processing fee and bid security. The Technical Proposal and Financial Proposal shall also be submitted online in the relevant sections. The submissions for Pre-Qualification shall be evaluated first as specified in this RFQ cum RFP. Subsequently the technical evaluation as specified in this RFQ cum RFP will be carried out only for those Applicants who meet the Prequalification criteria. Based on this technical evaluation, a list of technically qualified Applicants shall be prepared. Only the Financial Proposals of technically qualified Applicants will be opened. Proposals will finally be ranked according to their combined technical and financial scores as specified in this RFQ cum RFP.
- 2.1.12 **Number of Proposals:** No Applicant shall submit more than 1 (one) Proposal.
- 2.1.13 **Visit to the SPV and verification of information:** Applicants are encouraged to submit their respective Proposals after visiting the office of the SPV or its delegates as the case may be,

and ascertaining for themselves the availability of documents and other data with the SPV, applicable law and regulations or any other matter considered relevant by them.

#### 2.1.14 **Right to reject any or all Proposals:**

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

#### 2.1.15 **Acknowledgement by Applicant**

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

2.1.16 **RFQ cum RFP Processing Fee:** The RFQ cum RFP submissions shall be accompanied by a bank draft of Rs. 5,000/- (Rupees Five Thousand only) plus Goods and Services Tax at 18% (Eighteen percent) in favour of “India International Convention & Exhibition Centre Limited”, payable at New Delhi, India, as a non-refundable RFQ cum RFP processing fee (the “**RFQ cum RFP Processing Fee**”). Proposals unaccompanied by the aforesaid RFQ cum RFP Processing Fee shall be liable to be rejected by the SPV. The hard copy of the processing fee in the form of Bank Draft shall be submitted at the correspondence address (India International Convention & Exhibition Centre Limited, Room No. 341-B, 3<sup>rd</sup> Floor, 50 B, Diplomatic Enclave, Chanakyapuri,, New Delhi, India, 110021) before last date of

submission of proposals. The scanned copy of the processing fee shall be submitted online at the time of submission of bid proposals. Applicants whose processing fee is not received by the SPV before the last date of submission, their proposals will be rejected.

#### 2.1.17 Schedule of Bidding Process:

<b>Release of RFQ cum RFP</b>	March 23 <sup>rd</sup> , 2018
<b>Last date &amp; time for Clarification</b>	March 30 <sup>th</sup> , 2018
<b>Pre Bid Meeting</b>	April 3 <sup>rd</sup> , 2018 at 11:00 AM
<b>Response to Queries latest by</b>	April 9 <sup>th</sup> , 2018
<b>Proposal Due Date</b>	April 30 <sup>th</sup> , 2018 by 03:00 pm

#### 2.1.18 Confidentiality:

This document is meant for the specific use by the Company/ person/s interested to participate in the RFQ cum RFP process. This document in its entirety is subject to Copyright Laws. ICC expects the Respondent or any person acting on behalf of the Respondent to strictly adhere to the instructions given in the documents and maintain confidentiality of information. The consultants will be held responsible for any misuse of information contained in the document, and are liable to be prosecuted by ICC in the event that such a circumstance is brought to the notice of ICC. By receiving the bid document, the applicant is subject to the confidentiality clauses.

### 2.2. Clarification and amendment of RFQ cum RFP

2.2.1 Applicants may seek clarification on this RFQ cum RFP within 1 (one) week of the date of issuance of this RFQ cum RFP. Any request for clarification must be sent by standard electronic means (PDF or word file)/ fax to the correspondence address as mentioned below:

Managing Director,  
 India International Convention & Exhibition Centre Limited,  
 Room No. 341-B, 3<sup>rd</sup> Floor,  
 50 B, Diplomatic Enclave  
 Chanakyapuri,  
 New Delhi, India, 110021.  
 Email: [iiccdwarka@gmail.com]  
 Fax: 011-2611 8889

The SPV will endeavour to provide clarifications in relation to the queries not later than 3 (three) weeks prior to the PDD. The SPV will post the clarifications on the Official Website and the CPP Portal.

2.2.2 At any time before the submission of Proposals, the SPV may, for any reason, whether at its own initiative or in response to a clarification requested by an Applicant, modify the RFQ cum RFP by an amendment. All amendments/ corrigenda will be posted only on the Official Website and the CPP Portal. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the SPV may at its discretion extend the PDD.

2.2.3 Date of pre-proposal meeting and venue is mentioned in the data sheet set out at [Clause 2.1.17](#). Applicants willing to attend the pre-proposal meeting should inform the SPV beforehand in writing and email. The maximum number of participants from Applicants who chose to attend the pre-proposal meeting shall not be more than 2 (two) per Applicant. The representatives of the Applicants attending the pre-proposal meeting shall carry a letter of authorization duly signed by the Authorized Representative of the respective Applicant.

### 2.3. BID Security

The Applicant shall furnish as part of its Proposal, a BID Security of Rs. 5,00,000/- (Rupees Five Lacs Only) hereinabove in the form of a Bank Draft, Banker's Cheque or irrevocable and unconditional Bank Guarantee (Appendix-I) issued by any of the nationalized bank, or commercial Scheduled Bank and having a validity period of not less than 180 (One hundred Eighty) days from the Proposal Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Employer/SPV and the Applicant from time to time.

The scanned copy of the bid security shall be submitted online at the time of submission of bid proposals. The hard copy of the bid security in the form of Bank Guarantee shall be submitted at the correspondence address before last date of submission of proposals. Applicants whose bid security is not received by the SPV before the last date of submission, their proposals will be rejected.

- a) Any Proposal not accompanied by the BID Security shall be summarily rejected by the Employer/SPV as non-responsive.
- b) SPV will not be liable to pay any interest on bid security. Bid security of unsuccessful Applicants shall be returned, without any interest, within two months after signing the contract with the Selected Applicant or when the selection process is cancelled by Client. The Selected Applicant's Bid Security shall be returned, without any interest upon the Applicant signing the contract and furnishing the Performance Security in accordance with provision of the RFQ cum RFP and Agreement.
- c) The Employer/SPV shall be entitled to forfeit and appropriate the BID Security as Damages *inter alia* in any of the events specified in Clause herein below. The Applicant, by submitting its Proposal pursuant to this RFQ cum RFP, shall be deemed to have acknowledged and confirmed that the Employer/SPV will suffer loss and damage on account of withdrawal of its Proposal or for any other default by the Applicant during the period of Proposal validity as specified in this RFQ cum RFP. No relaxation of any kind on BID Security shall be given to any Applicant.
- d) The BID Security shall be forfeited and appropriated by the Employer/SPV as damages payable to the SPV/ Employer for, inter-alia, time cost and effort of the Employer/SPV without prejudice to any other right or remedy that may be available to the Employer/SPV under the bidding documents and / or under the Agreement, or otherwise, under the following conditions:
  - i) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
  - ii) If an Applicant withdraws its Proposal during the period of Proposal validity as specified in this RFQ cum RFP and as extended by mutual consent of the respective Applicant(s) and the SPV/Employer;
  - iii) In the case of Selected Applicant, if it fails within the specified time limit –
    - A. to sign and return the duplicate copy of LOA within the specified time
    - B. to sign the Contract within the time frame as mentioned in the Contract; or
    - C. fail to commence the work within the stipulated time period prescribed in the contract.

## 2.4. Performance Security

Performance security of Rs. 10,00,000/- (Rupees Ten Lakhs Only) in the form irrevocable and unconditional Bank Guarantee (Appendix-II) from any of the Commercial Banks issued by nationalized bank, or commercial Scheduled Bank and having a validity period of not less than 2 (two) years from the Date of Letter of Award (LOA), inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the SPV/Employer and the Applicant from time to time.

Performance Security shall be submitted within 15 days of Issue of Letter of Award (LOA). The BG will be valid till the end of the term of Contract. In case the services of financial advisor are terminated by SPV as per the provisions of the RFQ cum RFP, the SPV shall have right to forfeit the entire Performance Security.

In case the SPV decides to remove the services of the Financial Advisor for reasons not attributable to the Financial Advisor, then the Performance Security shall be returned by SPV without any interest.

## 2.5. Fraud and Corrupt Practices

2.5.1 The Applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the SPV/ Employer may reject the Proposal/ Bid without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

2.5.2 Without prejudice to the rights of the SPV/ Employer under above sub-clause hereinabove, if the Applicant is found by the SPV/ Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ cum RFP issued by the SPV/ Employer during a period of 2 (two) years from the date such Applicant is found by the SPV/ Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case maybe.

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

a) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the SPV/ Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising 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 the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;

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

- c) "**coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Employer/SPV with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
- f) A Bidder shall be liable for disqualification and forfeiture or appropriation of BID Security and/or performance security, if any legal, financial or technical adviser of the Authority, in relation to the Project, is engaged by the Applicant, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Agreement.

#### 2.5.4 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "**Applicable Law**" means the all laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in India as they may be issued and in force from time to time;
- b) "**Bid**" means the documents in their entirety comprised in the bid submitted by the Applicant in response to the Request for Qualification cum Proposal (RFQ cum RFP) in accordance with the provisions thereof;
- c) "**Bidder or Applicant or Interested party**" means the Person or Firm or submitting a Proposal/ Bid.
- d) "**Bid Security**" means the bid security provided by the Applicant to the SPV in accordance with the Request for Qualification cum Proposal (RFQ cum RFP), and which is to remain in force until substituted by the Security Deposit;
- e) "**Contract**" means the Contract executed by the Parties within 30 days of date of Letter of Award, constitute a part, together with all other documents listed in this signed Contract;
- f) "**Day**" means calendar day
- g) "**Financial Advisor**" means the party named in the Contract, who is employed as an independent professional firm or a proprietary company by the SPV to perform the Services;
- h) "**Government**" means the Government of Employer / SPV's country;
- i) "**Party**" means the Employer /SPV/Client or the Financial Advisors, as the case may be, and Parties means both of them;
- j) "**Performance Security** " shall mean the irrevocable and unconditional bank guarantee provided by the Financial Advisor from a nationalized bank or any Commercial scheduled Indian bank as guarantee for the performance of its obligations in respect of the Contract;

- k) **“Project”** means “[name of assignment]”;
- l) **“Parties”** means the parties to this Agreement collectively and "Party" shall mean any of the parties to this Agreement individually
- m) **“Services”** means the scope of work to be performed by the Financial Advisor pursuant to this Contract as described in Section 3 of RFQ cum RFP.
- n) **“SPV/Employer/ Client”** shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the RFQ cum RFP. SPV shall mean India International Convention & Exhibition Centre Limited, a company registered under the Indian Company Act 2013, with its registered office at Room No. 452A, Ministry of Commerce & Industry, DIPP, Udyog Bhawan, New Delhi-110001, India, and its correspondence address as Managing Director, India International Convention & Exhibition Centre Limited, Room No. 341-B, 3<sup>rd</sup> Floor, 50 B, Diplomatic Enclave Chanakyapuri, New Delhi-110021, India, or its Administrative officers or its engineer or other employees authorized to deal with any matter with which these persons are concerned on its behalf.

### **3. Scope of work**

The scope of the work includes overall Financial Advisory to SPV/IICC for raising funds **through institution and various debt instruments/ bonds/ syndication of rupee term loans etc**, guide and assist IICC to undertake various tasks related to the fund raising according to the Guidelines/ Regulations of Regulatory Bodies and applicable laws and regulations and to manage all activities. The broad scope of works covers the following:

#### **3.1.1. Review of the Funding and Financial Plan**

- i. To review the funding and financing plan prepared by third party consultant for the SPV
- ii. To analyze different financial instruments available in the market along with their market response, financial returns and assessment of their KPIs.
- iii. To evaluate the SPV preparedness for various funding options available including the current revenue streams, quality of accounting and financial statements, and frequency of audit and soundness of financial management.
- iv. To shortlist the relevant financial instruments on the basis of the above analysis.
- v. To estimate the cash flows from the project to assess the fund requirements, suggest optimal mix of various instrument (like; Bonds/ Rupee Term Loan / Bilateral/Multilateral funding etc.) and link them to the cash flow components to match the specific maturity profile.
- vi. To identify all potential risk and methods to mitigate the same.
- vii. To co-ordinate with client, administrative ministries and any other ministry as and when need arise / required to ensure integration with the strategy chosen for mobilizing the funds.

The Financial advisor will recommend the optimal debt structure based on cash flow statements and assist to attain optimal source of funding.

#### **3.1.2 Support required during Debt Syndication Service**

- i. To prepare a Project Information Memorandum (PIM) for Lending Institutions which will detail out the project features including the financial viability of the project.
- ii. To prepare the debt term sheet which will be approved by the client.
- iii. To approach Lenders along with Client's representatives to initiate discussions, make presentations, getting commitments and negotiating detailed term sheets.
- iv. To assess the fund requirements of loan in the form of Bonds/ Term Loan etc. to meet the funding requirements along with the timelines
- v. To assess the project and suggest optimal structure for the Bonds/ Term Loan etc. by linking different projects to the different types of loan instruments.
- vi. To determine the size, tenure and other terms (like call features, arranger's fee, maturity structure of the issue, time and method of accepting the bids, etc.) of each of the issues and the different types of debt instrument finalized
- vii. To conduct transparent competitive bidding process to shortlist the lenders/consortium partner for the project, which will include drafting the bid document, inviting bids from prospective lenders and assistance in shortlisting prospective lender.

### **3.1.3 Loan Documentation Service**

- i. To obtain the sanction from the shortlisted lender,
- ii. To coordinate and arrange meetings for finalizing the loan terms documents and resolve queries of the lender.
- iii. To engage with lender(s) to obtain financial closure and provide assistance till first disbursement.

### **3.1.4 Instrument specific advisory (like; bonds/ syndication of rupee term loans etc.)**

- I.** Assist IICC towards pursuing necessary internal approvals for specific instrument, issuance of appropriate Government Orders/Guarantee, or other statutory or legal document and supporting all other aspects related to the scope of work.
- II.** To provide IICC the checklist for ensuring compliance under various applicable provisions of the laws and regulations. These include, but not limited to, schedule of events, time lines, due dates, road maps etc. so as to facilitate IICC for providing/arranging the required information prior to stipulated deadlines for filing with SEBI/ RBI, Stock exchanges and other regulators/authorities.

#### **III. Statutory processes and documentation**

- i. To provide assistance to IICC in the selections of various intermediaries (as required) relating to the marketing of the issue such as the Registrar & Transfer Agent, debenture trustee etc. and coordinating with these intermediaries along with Collecting Bankers and Registrars to the Issue.
- ii. To advise on the regulatory norms and assist SPV/IICC in securing approvals and exemptions wherever necessary, from various agencies including SEBI, RBI and Stock exchange(s) etc.
- iii. To coordinate with credit rating agencies and carry out all related activities for getting the credit rating required for raising of loan.
- iv. To assist in Preparation of bond prospectus, Disclosure Document, Bond Application Form and any other Offer letter etc.
- v. To assist in filing various statutory documents, securing approvals and exemptions wherever necessary, from Securities and Exchange Board of India, Stock Exchange, Registrar of Companies, etc. and liaising with these intermediaries for complying with statutory requirement.
- vi. To complete all stipulated issue related requirements and formalities of regulatory/statutory authorities.
- vii. To liaise with the NSDL and CDSL, for making all formalities/compliances in connection with issuing the bonds in dematerialized form

#### **IV. Support during the Issue**

- i. To receive application forms from the investors and arrangers and address queries raised by them (pre and post issue).
- ii. To receive application money from the investors, maintain daily investors banking records, liaise with Collecting Banker, keep track of the collection of funds and report the collection figures to IICC.

- iii. To finalize subscription list with all necessary details and documents as per the requirement of all applicable laws and regulations to enable IICC in making allotment of bonds.
- iv. To create Resolution for allotment of debentures to the investors, based on application received from them AND Complete all other formalities, which are not specified hereinabove, as per all the applicable laws and regulations required for completion of the issue process, receipt of money, allotment, filing of all required documents with regulators like SEBI, MCA, and Stock Exchanges etc.
- v. To address all the post issue queries raised by the investors and arrangers till allotment.

**V. To render all assistance that may be required in connection with the Bond issue/ Rupee Term Loan etc.**

The Advisor shall provide such other advice and assistance as may be necessary and incidental to the services and as may be requested in respect of the IICC Project, including but not limited to attending meetings, conferences and discussions, on the diverse commercial issues that may arise from time to time.

The scope of services specified above are not exhaustive and the Advisor shall undertake such other tasks as may be necessary/incidental to preparation of Financial Model, Project Information Memorandum and successful completion of bid process etc to raise loan for IICC Project.

#### 4. Minimum Eligibility Criteria

Applicants must confirm to the minimum eligibility criteria as given below:

Sl. No	Parameters	Eligibility Criteria	Evidence/ Supporting Documents
1.	Legal Status	The Applicant must be a SEBI registered <b>Category - I Merchant Banker</b>	Certified true copy of valid SEBI certificate
		Applicants should be registered under Indian Companies Act 1956/2013; or a partnership firm registered under The Partnership Act 1932/LLP Act, 2008; or a society registered under Societies Act, 1860 / applicable State Act. Applicant should have been in existence and generating income from Consultancy /Advisory /Financial Appraisal /Fund Arranging for a period of at least 5 years on the date of application.	Applicants are required to submit the following documents (self-attested) in support of meeting the Minimum Eligibility Criteria. <ul style="list-style-type: none"> <li>➤ Self-certified Certificate of Incorporation issued by the Registrar of Companies, India in case of Private Limited Companies</li> <li>➤ Self-certified Certificate of Commencement of Business issued by the Registrar of Companies, India in case of Private, and Public Limited Companies</li> <li>➤ In case of applicant registered as under The Partnership Act 1932/LLP Act, 2008; or a society registered under Societies Act, 1860 / applicable State Act, the certificate from Statutory Auditor/Practicing Chartered Accountant to be provided by the applicants certifying the date of registration]</li> <li>➤ Self-certified audited certificate for last 5 financial years</li> </ul>
2.	Net Worth	The Applicant should have a minimum net worth of Rs. 10 Crore	Certificate from Director/ Statutory Auditor based on the audited financial statements as on March 31, 2017 or later. Format enclosed in <b>Form 1</b>
3.	Similar experience	The Applicant must have advised for fund raising of at least total of Rs. 5000 Crore (Rupees Five Thousand Crores only) taking together during the last three financial years i.e. FY 2014-15, 2015-16 or 2016-17 in any domestic borrowing/ debt instruments/ bond issues/ syndication of rupee term loans etc. of any Central / State level PSU / Central / State level financial institution or private entity, as sole advisor.	Duly filled <b>Form 2</b> supported by Self-certified documentary evidence for Advisory assignments, such as copy of mandate letter/ LOA, appreciation letters etc.
4.	Additional Relevant experience	The Applicant should have audited average annual income/ revenue from consultancy/Advisory/Financial Appraisal /Fund Arranging Services of minimum Rs. 10 Crores (Rupees Ten crores only) in last three preceding financial years (i.e. 2014–15, 2015-16 and 2016-17).	Certificate from Director/ Statutory Auditor based on the audited financial statements as on March 31, 2017 or later. Format enclosed in <b>Form 3</b>

**Note:**

1. "Advisory Assignment" means an assignment/ engagement wherein the applicant has provided consulting/ advisory services to a bond issuer/ Debt raising entity covering the following:
  - (a) Raising of Loans
  - (b) Structuring and credit rating for issuance of debt instruments
  - (c) Facilitation for marketing of debt instruments
  - (d) Documentation & statutory processes for debt instruments
  - (e) Support during the issuance of debt instruments
2. Evidence for "Advisory Assignment" would be any supporting document covering client certificates, contract with relevant scope of work, assignment completion certificate etc. to establish the experience.

## **5. Criteria for Technical Bid/ Financial Bid**

### **5.1. Proposal evaluation**

As part of the evaluation, the Pre-Qualification Proposal submission shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria. Subsequently the Technical Proposal submission, for Applicants who meet the Minimum Qualification Criteria (—Shortlisted Applicants), shall be checked for responsiveness in accordance with the requirements of the RFQ cum RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFQ cum RFP document.

Prior to evaluation of Proposals, the SPV will determine whether each Proposal is responsive to the requirements of the RFQ cum RFP at each evaluation stage as indicated below. The Client may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

#### **5.1.1 RFQ Stage**

1. The Pre-Qualification Proposal is received in the form and annexures specified in this RFQ cum RFP;
2. It is received by the Proposal Due Date including any extension thereof in terms hereof;
3. It is accompanied by the Processing Fee as specified in this RFQ cum RFP;
4. It is accompanied by the bid security as specified in this RFQ cum RFP;
5. It is accompanied by Board Resolution for the Authorised Signatory;
6. It does not contain any condition or qualification; and
7. It is not non-responsive in terms hereof.

#### **5.1.2 RFP Stage**

##### **Technical Proposal**

1. The technical Proposal is received in the form and annexure specified in this RFQ cum RFP;
2. It is received by the Proposal Due Date including any extension thereof in terms hereof;
3. It does not contain any condition or qualification; and
4. It is not non-responsive in terms hereof;

#### **5.1.3 Financial Proposal**

1. The Financial Proposal is received in the form and annexures specified in this RFQ cum RFP,
2. It is received by the Proposal Due Date including any extension thereof in terms hereof;
3. It does not contain any condition or qualification; and
4. It is not non-responsive in terms hereof.

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

As part of the evaluation, the Pre-Qualification Proposals submitted should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Technical Proposal of such an Applicant will not be opened and evaluated further.

### **5.2. Technical Proposal evaluation criteria:**

The proposals received by IICC will be technically evaluated to arrive at the technical scoring as per the scoring methodology specified below under the TECHNICAL PROPOSAL EVALUATION CRITERIA. The Bids which secure the technical score of 70 or more marks out of a total of 100 marks will be considered as technically qualified and only those technically

qualified Bids will be further processed to as per evaluation methodology under TECHNO COMMERCIAL EVALUATION CRITERIA. The SPV will notify Applicants who fail to score the minimum technical score about the same and return their Financial Proposals unopened after completing the selection process

During evaluation of the tenders, the SPV at its discretion may ask the Applicant for clarification in respect of its tender. The request for clarification and response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted.

The SPV reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the SPV shall be final and binding on all the Bidders to this document and the SPV will not entertain any correspondence in this regard.

5.2.1 Based on the details submitted by the firms in the Technical Proposal, the Technical Evaluation of the eligible firms will be carried out as furnished below:

S.No.	Evaluation parameter	Max Marks	Scoring criteria
1.	No. of award/empanelment / engagement of bidder (on sole basis) by any PSU (JV or Subsidiary) of Central Govt./State Govt., Govt Deptt. or private entity for providing financial appraisal or advisory/financial consultancy/debt arrangement services/Bid Advisory services or any other finance related advisory services for Projects in India within last three financial years i.e. during F.Y 2014-15 to F.Y 2016-17) - <a href="#">Form 4</a>	30	More Than 10 = 30 Marks 6 to 10 = 20 Marks Minimum 5 = 10 Marks
	(Enclose self-certified copy of Letter of award/empanelment/engagement as proof)		
2.	Applicants should have arranged long term loan(s) (including Bonds, Debentures, Notes and any another similar facility) towards financial closure of a project in India, for a minimum amount of Rs.1000 Crores (Rupees One Thousand Crores only) cumulatively in preceding two (2) years i.e. from 01.04.2015 to 31.03.2017 on a project finance basis (which includes preparation of Financial Model, Financial Projections, Appraisal Report / Information Memorandum etc.) as sole mandate. <a href="#">Form 5</a>	20	Total Debt Raised: More than Rs. 2000 Crore = 20 Marks Rs. 1500 to Crores Rs. 2000 Crore = 15 Marks Rs. 1000 to Rs. 1500 Crores = 10 Marks
3.	No. of total permanent employees of the bidder as on 31.03.2017. ( <a href="#">Annexure-I</a> )	10	More Than 50 = 10 Marks 20 to 50 = 7.5 Marks Less than 20 = 5 Marks
	(Submit self-certified statement showing total no. of employees of bidder as on 31.03.2017)		
4.	Years of Experience of Team Leader # *, in full time employment, (Team Leader must have educational qualification with preferably Chartered Accountant / Chartered Financial Analyst / Company	20	More Than 25 Years = 20 Marks 15 years to 25 years = 15 Marks 10 years to 15 Years = 10

	Secretary/Cost accountant/ MBA (Finance)/ Master in Finance or related field) in the related field of Commercial Banking / Credit Management/Financial Consultancy/ Financial Appraisal or Advisory / Debt Arrangement services /Bid Advisory services or any other financial related services in India.		Marks
	(Attach detail as per <a href="#">Form 6</a> )		
5.	Years of Experience of Deputy Team Leader# *, in full time employment, (Deputy Team Leader must have educational qualification with preferably Chartered Accountant / Chartered Financial Analyst / Company Secretary/Cost accountant/ MBA (Finance)/ Master in Finance or related field) in the related field of Commercial Banking / Credit Management /Credit Rating/Risk Management /Project Finance/Financial Consultancy/ Financial Appraisal or Advisory / Debt Arrangement services /Bid Advisory services or any other financial services in India.	20	More Than 15 Years = 20 Marks 10 years to 15 years = 15 Marks 5 year to 10 years = 10 Marks
	(Attach detail as per <a href="#">Form 6</a> )		
	<b>Total Marks</b>	<b>100</b>	

# - The Team Leader, Deputy Team Leader shall be engaged fully with contract work. The applicant has to deploy other resources as required for successful completion of the assignment at no extra cost to the client.

\* - Age of the proposed Team leader & Deputy team leader should not be more than 70 Years on the last day of submission of proposal. The client reserves the right to ask for proof of age, qualification and experience at any stage of the project.

### 5.2.2. Techno- commercial evaluation criteria:

This will be a techno commercial evaluation and accordingly the Technical evaluation will have 70% weightage and financial evaluation shall have 30% weightage. These weightage shall be taken into consideration for arriving at the Successful Firm. The evaluation methodologies via-avis the weightages are as under:

The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

$$Sf = 100 \times Fm/F;$$

in which Sf is the financial score, Fm is the lowest Financial Proposal, and F is the Financial Proposal (in Rs.) under consideration.

Proposals will be finally ranked in accordance with their combined technical (St) and financial (Sf) scores:

$$S = St \times Tw + Sf \times Fw;$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be 0.70:0.30. The Applicant achieving the highest combined technical and financial score will be considered to be the successful Applicant and will be invited for contract signing (the "Successful Applicant").

## 6. Submission of Proposal

### 6.1. Instructions to Bidders on submission of Proposal

#### Documents comprising Technical and Financial Proposal

**6.1.1** Applicants are requested to submit their Proposal online only and in English language and strictly in the formats provided in this RFQ cum RFP. The SPV will evaluate only those Proposals that are received in the specified forms and complete in all respects

The Applicant shall submit the scanned PDF Proposal (BID) online along with other supporting scanned documents as mentioned below.

#### a) RFQ Stage

- i) Copy of RFQ cum RFP processing fee of Rs. 5,000/-(Rupees Five Thousand only) + Applicable GST in the form of Demand Draft in favour of “India International Convention & Exhibition Centre Limited.” payable at “New Delhi”.
- ii) Copy of BID Security of Rs. 5,00,000/- (Rupees Five lacs Only) in the form of Bank Guarantee in the format at [Appendix-I](#) from the Scheduled Bank or as mentioned in [Clause 2.3](#)
- iii) Prequalification Proposal as per format provided with this RFQ cum RFP as **Letter of Proposal, Annexure-I, Annexure-II, Annexure-III, Annexure-IV.**
- iv) Other Eligibility Criteria documents as mentioned in Section 4:
  - a) Certified true copy of valid SEBI certificate signifying the registration and validity of bank with SEBI
  - b) Self-certified Certificate of Incorporation issued by the Registrar of Companies, India in case of Private Limited Companies
  - c) Self-certified Certificate of Commencement of Business issued by the Registrar of Companies, India in case of Private, and Public Limited Companies
  - d) In case of applicant registered as under The Partnership Act 1932/LLP Act, 2008; or a society registered under Societies Act, 1860 / applicable State Act, the certificate from Statutory Auditor/Practicing Chartered Accountant to be provided by the applicants certifying the date of registration]
  - e) Self-certified audited annual account statement for the last 5 financial years
  - f) Financial Eligibility Criteria as per format provided with this RFQ cum RFP as [Form 1](#)
  - g) Format provided with this RFQ cum RFP in **Form 2, and 3**
- v) In addition to above, Applicants are also required to submit a copy of complete RFQ cum RFP document duly signed by their Authorized Signatory.

The following certifications/ undertakings signed by the authorized signatory on the letter head of the company of the bidders stating:

- A. “We certify that we have not been debarred from functioning by any regulatory authority. We further certify that there is no investigation pending against us or the CEO/ Directors of our concern. We will ensure that no such business or professional activity will be carried out by us, which may affect the interest of IICC”.

- B. “We hereby undertake that no action has been initiated against us by SEBI/CVC/RBI or any other Government/ Statutory agency with regard to any financial irregularities reported in various newspaper/media or otherwise pertaining to loan syndication and any other financial dealing with various Banks/FIs/LIC and its subsidiaries/any other agency”.

**b) RFP Stage –Technical Proposal**

- i) Technical Proposal as per format provided with this RFQ cum RFP as [Letter of Proposal](#),
- ii) Technical Proposal as per format provided with this RFQ cum RFP as Form 4, 5 and 6.

**Note:** If at any point of time, the undertaking is found to be incorrect, SPV reserves the right to reject/ terminate your bid/ contract at any point of time without any notice. SPV may also take appropriate view regarding present / future dealing with the bidder. Also, no fee shall be paid in such a case.

**c) Financial Proposal**

- i) Financial Bid Undertaking as per [Annexure-V](#)
- ii) Financial Proposal as per Financial Bid as per [Annexure-VI](#)

**6.1.2 Documents to Be Submitted in hard Copy**

The documents supporting the Proposal shall be submitted in a separate envelope marked as "Enclosures of the Proposal". The documents shall include:

**i) Envelope 1 – RFQ Stage**

- 1. RFQ cum RFP processing fee of Rs. 5,000/-(Rupees Five Thousand only) + Applicable GST in the form of Demand Draft in favour of “India International Convention & Exhibition Centre Limited.” payable at “New Delhi”.
- 2. BID Security of Rs. 5,00,000/- (Rupees Five Lacs Thousand Only) in the form of Bank Guarantee in the format at **Appendix-I** from the Scheduled Bank or as mentioned in Clause. 2.3

The envelope shall be sealed. The envelope shall clearly bear the identification "ENCLOSURES OF THE PROPOSAL” for the “**Engagement of Financial Advisor For Raising of Loan**” of India International Convention & Expo Centre at Sector 25, Dwarka, New Delhi and shall clearly indicate the name and address of the Applicant. In addition, the Proposal Due Date should be indicated on the right hand top corner of the envelope.

**6.1.3 The envelopes shall be addressed to: the IICC's address details**

ATTN. OF: **India International Convention & Exhibition Centre Limited**  
ADDRESS: Room No. 341-B, 3<sup>rd</sup> Floor, 50 B, Diplomatic Enclave,  
Chanakyapuri, New Delhi, India, 110021  
FAX NO: 011- 2611 8889  
E-MAIL: [iiccdwarka@gmail.com](mailto:iiccdwarka@gmail.com)

**6.1.4 If the envelopes are not sealed and marked as instructed above, the Employer/SPV assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Applicant.**

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

## **6.2. Proposal (Bid) Due Date**

6.2.1 Proposals should be submitted before 3:00 PM IST on the Proposal Due Date, at the address provided in Clause 6.1.3 in the manner and form as detailed in this RFQ cum RFP. A receipt thereof should be obtained from the person specified in Clause 6.1.3

## **6.3. Late Bids**

6.3.1 Proposals received by the IICC/SPV after the specified time on the Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

6.3.2 SPV reserves the right to reject any bid if in the view of SPV it is considered a Conditional bid and Incomplete offers and offers not as per specified format are liable to be rejected.

6.3.3 Further, SPV/IICC reserves the right to accept or reject any or all the offers without assigning any reasons thereof. Submission of the offer by the bidder shall constitute acceptance by the bidder of all the terms and conditions mentioned in this invitation to offer.

## **7. Terms & Conditions of Engagement of Financial Advisor to Raise Loan For IICC, New Delhi**

### **A. Tenure**

The tenure of this selection of Project Financial Advisor would be upto first disbursement of Loan to be sanctioned by Lender for IICC Project.

### **B. General**

#### **1. Schedule for Deliverables:**

<b>S. No.</b>	<b>Description of Deliverables</b>	<b>No. of weeks (From the Date of award of work)</b>
1.	Submission of a report on review of financing plan, cost benefit analysis of different debt instruments and optimal mix of different debt instruments(From the Date of award of work)	3
2.	Submission of Final Project Information Memorandum along with Financials & Revenue Model (From the Date of award of work)	2
2.	Signing of Loan Agreement with lenders (from the date of Acceptance of Sanction Letter by IICC) / Completion of formalities for mobilization of funds through other instruments other than term loans from Financial institutions	6
3.	Disbursal of Loan / Mobilization of funds raised	93
	<b>Total</b>	<b>104</b>

The above timelines for deliverables are indicative and may either prepone or vary depending upon the situations/reasons beyond the control of IICC affecting deliverables.

#### **2. Remuneration and Expenses:**

Fee for the scope of services will be as per the following schedule:

<b>Sl. No.</b>	<b>Milestone</b>	<b>Fees</b>
1.	On submission and approval of financial plan and comparison of different debt instruments	10% of the total fees payable
2.	On submission and approval of Final Project Information Memorandum	10% of the total fees payable
3.	On signing of loan documents between lender(s) and IICC for Total amount of Loan / Completion of formalities for mobilization of funds through other instruments other than term loans from Financial institutions	10% of the total fees payable
4.	Disbursal of Loans / Mobilization of Funds	Remaining 70% to be paid on pro rata basis as per the disbursal over the period of 93 weeks

### **3. Payment Conditions**

- a) The invoices shall be submitted by the party within one month after completion of the milestone of work. The party will give undertaking on the bill that ESI, EPF, Wages & Salary of the personnel deployed have been paid as per the applicable Rules/Laws of Govt.
- b) Payments for the invoices raised towards professional services shall be made within 30 calendar days from the date of invoice. However, for delay in payment of fees no interest shall be paid.
- c) All payments will be released by way of a Cheque / demand draft / RTGS/ NEFT /Online in favour of the advisor company.

### **4. Rate and Taxes**

- i) The Goods and Services Tax as applicable from time to time shall be payable by the company on the total billing. Remaining all other taxes shall have to be borne by the applicant.
- ii) TDS as applicable from time to time shall be deducted on gross amount of the bill as per rules.

### **5. Payment of wages to deployed Personnel**

The party to pay minimum wages and comply with other statutory obligations for deployed personnel as laid down by the Govt. of India/ Govt. of NCT of Delhi in accordance with the minimum Wage Notification issued by the Government of NCT of Delhi from time to time. The responsibility of timely payment of wages to its employees and compliance of labour law, EPF Law & ESI Law will rest with the selected company.

### **6. Indemnity**

- a) The Advisory company shall indemnify IICC from any claims including third party claims arising out of its own employees. The format for Indemnity bond is given [Annexure-VII](#).
- b) The Advisory Company undertake all responsibility/responsibilities arising out of loss, damage, theft excluding natural wear and tear/calamity to make good and shall bear the expenses thereto. The Advisory Company undertake to make good to the IICC the loss to the property (movable or immovable) if it is found the same is out of their negligence/non application of diligence of deployed personnel.

### **7. 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 for any act of GOD (hereinafter referred to as EVENT) beyond their control unequivocally and accepted by other, provided notice of happenings of any such EVENT is given by the affected party to the other, within 15 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/ compensation 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 MD, IICC, 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 30 days either party may, at his option terminate the contract.

**8. Agreement/Contract:**

The parties to the Agreement i.e. IICC and successful Applicant shall have to enter into a contract by formal signing of the agreement on Rs. 100/- non-judicial stamp paper within one month of the receipt of notification of award (sample attached).

While submitting, the successful bidder shall have the correct amount to stamp duly adjudicated by Superintendent of Stamps and this will be effective from the date of signing. (The expenditure of agreement will be borne by successful Applicant)

**9. Assign & control (Sub contract)**

The Advisory Company shall not be allowed to further assign/sub-assign/sub-contract the requirement of IICC without prior approval deduced in writing and its breach would lead to termination of contract.

**10. Cost of Stamp Duty**

The successful Applicant shall bear the cost of Stamp Duty payable for execution of this Agreement and in engrossment thereof and indemnify IICC against any claim arising out of payment of Stamp Duty

## 8. Draft Agreement

AN AGREEMENT is made this.....BETWEEN the India International Convention and Exhibition Center Ltd. (IICC), a company incorporated under the companies Act, 2013 and with its registered office at India International Convention & Exhibition Centre Limited, Room No. 452A, Ministry of Commerce & Industry, DIPP, Udyog Bhawan, New Delhi, India, 110011, which expression shall include its successor, unless repugnant to or Excluded by the contract here of and assignees of and represented by its MD, IICC the first party (hereinafter called the Authority) and by its sole proprietor/partners, Managing Director, Authorised Person .....(which expression shall be including his/its successor's heirs, executors, representative and or assignees of the second party (hereinafter called the contractor).

WHEREAS the IICC is desirous that certain tasks be performed by the "Project Financial Advisor" as per Scope of Work (Terms of Reference) as referred in the RFQ cum RFP [Ref. RFQ CUM RFP No. \_\_\_\_\_] for India International Convention and Exhibition center (IICC) Project of SPV and has accepted a proposal by the "Project Financial Advisor" as referred in the assignment.

NOW THIS AGREEMENT WITNESSETH as follows:

In this agreement words and expression shall have the same meaning as are respectively assigned to them in the Conditions of Proposal Document hereinafter referred to.

The following documents as per Scope of Work (Terms of Reference) as referred in the RFQ CUM RFP [Ref. RFQ CUM RFP No. \_\_\_\_\_] shall be deemed to form and be read and construed as part of this Agreement, viz:

- (i) Preparation of Documents by Project Financial Advisor for sanction/ disbursement of Loan for IICC Project;
- (ii) Preparation of Information Memorandum as per requirement of Lending Institutions;
- (iii) Bid Process Management for Selection of Lender/s for IICC Project of SPV;
- (iv) Sanction and Disbursement of Loan for IICC project of SPV.

Award letter issued by IICC vide No. \_\_\_\_\_ dated \_\_\_\_\_ and all correspondence exchanged between IICC and the Financial Advisor up to the date of issue of acceptance letter as specifically referred to in the said acceptance letter.

The following shall be deemed to form and be read and construed as part of this agreement relating to the said consultancy work, viz. (i) The tender submitted by the Financial Advisor (ii) Letter of Award dated \_\_\_\_\_ (iii) The conditions of Contract etc.

In consideration of the payment to be made by IICC to the ["Name of Project Financial Advisor"] as hereinafter mentioned, the "Project Financial Advisor" hereby covenants with IICC to execute and complete the works in conformity in all respects with the provisions of the contract.

IICC hereby covenants to pay the "Project Financial Advisor" in consideration of the execution, completion, of the works the consultancy charges/fees at the times and in the manner prescribed in financial proposal.

WHEREAS both parties shall abide by the **Arbitration and Conciliation proceedings:**

If any dispute or difference of any kind whatsoever arises in connection with or arising out of or relating to or under this RFQ cum RFP, the parties to the dispute shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of 30 (thirty) days from the date on which the above-mentioned dispute or difference arises, such dispute or difference shall be finally settled by arbitration. The

arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of 3 (three) arbitrators. Each party shall appoint 1 (one) arbitrator and the 2 (two) arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be New Delhi, India and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 (with all amendments) shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties. It is also a term of Contract that the fees payable to the Arbitrator (s) shall be paid equally by both the Parties

THE SAME has been accepted by both the parties on the terms and conditions, corrections, corrigendum contained in the tender as modified as well as the letter of acceptance Issued party No. 1 annexed here to as.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

**SIGNED, SEALED AND DELIVERED**

By the said

By the said

Name:

Name:

On behalf of the Financial Advisor

On behalf of the SPV/ Employer

In the presence of:

In the presence of:

Name:

Name:

Address:

Address:

**PRE QUALIFICATION PROPOSAL**

**Letter of Proposal**

(On Applicant's letter head)

To,

**India International Convention and Exhibition Centre (IICC)**

Room No. 341-B, 3<sup>rd</sup> Floor,  
50 B, Diplomatic Enclave,  
Chanakyapuri, New Delhi, India, 110021

Dear Sir,

Subject: SELECTION OF PROJECT FINANCIAL ADVISOR TO RAISE LOAN FOR INDIA INTERNATIONAL CONVENTION AND EXHIBITION CENTER (IICC) PROJECT OF SPV, AT SECTOR 25, Dwarka, NEW DELHI.

With reference to your RFQ cum RFP Document [Ref:.....dated.....], I / we, having examined all relevant documents and understood their contents, hereby submit our Prequalification Proposal for selection as Project Financial Advisor.

1. We agree to keep this offer valid for 180 (One Hundred Eighty) days from the last date of submitting the proposal specified in the RFQ cum RFP.
2. We agree to undertake the project, if allotted by you, as per the scope of work (Terms of Reference).
3. We agree and undertake to abide by all the terms and conditions of the RFQ cum RFP Document.

We submit this Proposal under and in accordance with the terms of the RFQ cum RFP Document.

Yours faithfully,

[Signature of Authorized Signatory with Name & Designation]

Date:

Place:

**\*\* please submit the document duly signed and stamped**

**Form 1: Format for Financial Eligibility**

(On the Letter Head of Statutory Auditor/ Practicing Chartered Accountant)

**Net Worth**

(Name of the Applicant): .....

<b>Net-worth in Financial Year 2016-17</b>
[in figures] [in words]

**Certificate from Practicing Chartered Accountant**

This is to certify that ..... (name of the Applicant) has Net worth of Rs.....crores in F.Y. 2016 - 17

Name of Audit Firm: [Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

Membership No:

Firm No:

**Form 2: Format for Minimum Technical Criteria of Applicant**

(Name of the Applicant): .....

S. No.	Name of Client	Central Govt. PSU / State Govt. PSU / Private Entity	Name of Job/ Contract/ Assignment / Project	Nature & brief scope of the Job/Contract/ Assignment/Project ( <i>Financial Appraisal or Advisory/ Debt Arrangement</i> ) (Applicant can provide details in annexures, if required)	Date of award of the Job/ Contract/ Assignment/Project	Date of completion of the Job/Contract / Assignment /Project	Cost of Project (as per the proof of completion) (Specify currency & amount)
(a)	(b)		(C)	(d)	(e)	(f)	(g)

**Note:**

1. Applicant should provide details of only those Consultancy Job that have been undertaken by it under its own name for Financial Appraisal/Advisory assignments.
2. Work should be fully completed as per the original scope of work awarded. Partly completed work should not be considered. Applicants are required to submit the proof of completion in support of date of completion.
3. With this technical proposal, applicants are requested to provide self-certified true copy of relevant documents, like; mandate letter/ LOA, appreciation letters, etc. of all above mentioned details.
4. Please provide details towards meeting the Minimum Eligibility Criteria.
5. All the projects cost would be translated in Indian Rupees as per the RBI exchange rate prevalent in the relevant year (year in which debt has been raised)

[Signature of Authorized Signatory of the Applicant along with Name & Designation]  
[Stamp of the Applicant].

**\*\*Please submit the document duly signed and stamped**

**Form 3: Format for Minimum Eligibility Criteria of Applicant**

**Certificate from the Statutory Auditor**

**Audited Annual Revenue/Income of Applicant, only from consulting /Advisory/  
Financial Appraisal/Fund Arranging Services Business**

<b>Sl. No.</b>	<b>Financial Year</b>	<b>Consultancy Revenue / Income, only on account of Professional Fee from consultancy /Advisory / Financial Appraisal/Fund Arranging Services Business (Specify Currency and Amount)</b>
1	2014 – 15	
2	2015-16	
3	2016-17	
Average		

**Certificate from Practicing Chartered Accountant**

This is to certify that ..... (name of the Applicant) has audited average annual income on account of Professional Fee from consultancy /Advisory / Financial Appraisal/Fund Arranging Services Business of Rs.....crores in last three financial years. (F.Y. 2014 – 15 to 2016 – 17)

Name of Audit Firm: [Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

Membership No:

Firm No:

**\*\*Please submit the document duly signed and stamped**

**Annexure-I: Particulars of the Applicant**  
(To be submitted in firm's own letter head)

1. Name of the company :
2. Postal and Registered office Address :
3. Telephone :
4. Fax :
5. Email :
6. (a) Registration No. with Registrar of Co.\* :
- (b) GST Registration Code No.\* :
- (c) PAN No. \* :
- (d) TIN No.\* :
7. Nature of the organization company :  
    Incorporated / Proprietorship Firm /  
    Partnership Firm / Society  
    (Please enclose copy of the certificate)
8. No. of person employed :  
    (Organizational setup)
9. Date of start of business :
10. Total work experience in the field (in years) :

This is to certify that I/We before signing this bid have carefully read the contents of the Bid Document and fully understood all the terms and conditions contained therein and undertake myself/ourselves to abide by the same.

I/We hereby declare that the information/facts provided is true, correct and to best of my/our knowledge and belief.

In case any information/facts found to be incorrect, misleading or factually wrong, IICC is empowered to take any decision/action, as deemed fit.

Note: Please strike out Not Applicable (N/A) against the column which does not relate, while filling up the above column.

with seal

Date:

Place:

Signature of Bidder along

Name of Bidder:

Name of the Firm / Agency

**Note: \*Please attach self-attested copies of the above documents.**

**\*\*Please submit the document duly signed and stamped**

**Annexure-II: Declaration**

(To be submitted in firm's own letter head)

To,  
**India International Convention and Exhibition Centre Ltd.**  
Room No. 341-B, 3<sup>rd</sup> Floor,  
50 B, Diplomatic Enclave,  
Chanakyapuri, New Delhi, India, 110021

Subject: SELECTION OF PROJECT FINANCIAL ADVISOR TO RAISE LOAN FOR INDIA  
INTERNATIONAL CONVENTION AND EXHIBITION CENTER (ICC) PROJECT OF  
SPV, AT SECTOR 25, DWARKA, NEW DELHI.

Dear Sir,

With respect to the tender enquiry, I / We hereby submit my / our tender in a required format. I / We have adhered to the requirements prescribed by India International Exhibition & Convention Centre Limited New Delhi. I / We have carefully gone through the guidelines / scope of work/ terms and conditions and prescribed format and I / We accept the same without any alternations / modifications.

Thanking you,

Yours faithfully,

(Signature and seal of bidder)

Date:  
Place:

Address:

**Annexure-III: Tender Acceptance Letter**  
(To be submitted in firm's own letter head)

Date:

To,  
**India International Convention and Exhibition Centre Ltd.**  
Room No. 341-B, 3<sup>rd</sup> Floor,  
50 B, Diplomatic Enclave,  
Chanakyapuri, New Delhi, India, 110021

Sub: Acceptance of Terms & Conditions of Tender.

RFQ cum RFP Reference No:

Name of Tender / Work: SELECTION OF PROJECT FINANCIAL ADVISOR TO RAISE LOAN FOR INDIA INTERNATIONAL CONVENTION AND EXHIBITION CENTER (IICC) PROJECT OF SPV, AT SECTOR 25, DWARKA, NEW DELHI.

Dear Sir,

1. I/ We have received the tender document(s) for the above mentioned 'Tender/Work' sent by you namely:  

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2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I/ We certify that in regard to matters other than security and integrity of the country, have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the advisory for the Project or which relates to a grave offence that outrages the moral sense of the community.
6. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against the said firm/agency as on date.
7. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said Bid Security absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**Annexure-IV: Undertaking**

(To be submitted in Firm's own letter head)

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document, scope of work, and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract.
3. I/We give the rights to the Competent Authority of IICC to forfeit the EMD/invoke Bank Guarantee for bid security deposited by me/us, if any delay on my part or, fail to undertake contract/information provided by me are false.
4. I hereby undertake to undertake contract, as per directions given in the tender notice..

(Signature of the Tenderer)

Place:

Name of the Signatory:

Date:

Name of the Firm/agency \_\_\_\_\_

Seal of the Firm/Agency \_\_\_\_\_

**\*\*Please submit the document duly signed and stamped**

**TECHNICAL PROPOSAL**

**Letter of Proposal**

(On Applicant's letter head)

To,

**India International Convention and Exhibition Centre (IICC)**

Room No. 341-B, 3<sup>rd</sup> Floor,  
50 B, Diplomatic Enclave,  
Chanakyapuri, New Delhi, India, 110021

Dear Sir,

Subject: SELECTION OF PROJECT FINANCIAL ADVISOR TO RAISE LOAN FOR INDIA INTERNATIONAL CONVENTION AND EXHIBITION CENTER (IICC) PROJECT OF SPV, AT SECTOR 25, DWARKA, NEW DELHI.

With reference to your RFQ cum RFP Document [Ref:.....dated.....], I / we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as Project Financial Advisor.

1. We agree to keep this offer valid for 180 (One Hundred Eighty) days from the last date of submitting the proposal specified in the RFQ cum RFP.
2. We agree to undertake the project, if allotted by you, as per the scope of work (Terms of Reference).
3. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.
4. We agree and undertake to abide by all the terms and conditions of the RFQ cum RFP Document. We submit this Proposal under and in accordance with the terms of the RFQ cum RFP Document.

Yours faithfully,

[Signature of Authorized Signatory with Name & Designation]

Date:

Place:

**\*\*Please submit the document duly signed and stamped**

**Form 4: Format for Technical Criteria of Applicant**

(Name of the Applicant): .....

S. No.	Name of Client	Central Govt. PSU / State Govt. PSU / Private Entity	Name of Job/ Contract/ Assignment / Project	Nature & brief scope of the Job/Contract/ Assignment/Project <i>(Financial Appraisal or Advisory/ Debt Arrangement)</i> <i>(Applicant can provide details in annexures, if required)</i>	Date of award of the Job/Contract/ Assignment/Project	Date of completion of the Job/Contract/ Assignment /Project
(a)	(b)		(C)	(d)	(e)	(f)

**Note:**

1. Applicant should provide details of only those Consultancy Job that have been undertaken by it under its own name for Financial Appraisal/Advisory assignments.
2. Work should be fully completed as per the original scope of work awarded. Partly completed work should not be considered. Applicants are required to submit the proof of completion in support of date of completion.
3. With this technical proposal, applicants are requested to provide self-certified true copy of relevant documents, like; mandate letter/ LOA, appreciation letters, etc. of all above mentioned details.
4. Please provide details towards meeting the Minimum Eligibility Criteria.
5. All the projects cost would be translated in Indian Rupees as per the RBI exchange rate prevalent in the relevant year (year in which debt has been raised)

[Signature of Authorized Signatory of the Applicant along with Name & Designation]  
[Stamp of the Applicant].

**\*\*Please submit the document duly signed and stamped**

**Form 5: Format for Technical Criteria of Applicant**

(Name of the Applicant): .....

S. No.	Name of Client	Central Govt. PSU / State Govt. PSU / Private Entity	Name of Job/ Contract/ Assignment/ Project	Nature & brief scope of the Job/Contract/ Assignment/Project ( <i>Financial Appraisal or Advisory/ Debt Arrangement</i> ) ( <i>Applicant can provide details in annexures, if required</i> )	Date of award of the Job/Contract/ Assignment/Project	Date of completion of the Job/Contract/ Assignment/Project	Amount of Debt Raised (as per the proof of debt certificate) ( <i>Specify currency &amp; amount</i> )
(a)	(b)		(C)	(d)	(e)	(f)	(g)

**Note:**

1. Applicant should provide details of only those Consultancy Job that have been undertaken by it under its own name for Financial Appraisal/Advisory assignments; and solely for Debt Arrangement assignments.
2. Work should be fully completed as per the original scope of work awarded. Partly completed work should not be considered Applicant are required to submit the proof of completion in support of date of completion.
3. With this technical Proposal, Applicants are requested to provide self-certified true copy of relevant documents, like; mandate letter/ LOA, appreciation letters, etc. of all above mentioned details.
4. Please provide details towards meeting the Minimum Eligibility Criteria.
5. All the projects cost would be translated in Indian Rupees as per the RBI exchange rate prevalent in the relevant year (year in which debt has been raised)

[Signature of Authorized Signatory of the Applicant along with Name & Designation]  
[Stamp of the Applicant].

**\*\*Please submit the document duly signed and stamped**

**Form 6 : Curriculum Vitae (CV) of Team Leader & Deputy Team Leader**

1. Name of Personnel & Designation:
2. Date of Birth:
3. Nationality:
4. Educational Qualifications:

S.No.	Name of Institution	Educational Qualification
(1)	(3)	(4)
1.		
2.		
3.		
4.		

5. Employment Record:

S.No. (Starting with present position, list in reverse order every employment held)	Name of Institution	Length of Professional Experience	Present Employment	
			Name of Firm	Employed Since
(1)	(2)	(3)	(4)	(5)
1.				
2.				
3.				
4.				

6. List of projects on which the Personnel has worked

Name of project

Description of responsibilities

Certification:

1. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

(Signature and name of the Professional Personnel)

Certification:

1. The person is in full time employment with our company.
2. The above information is true to the best of my knowledge and belief.

Place.....

(Signature and name of the authorized signatory of the Applicant)

**Notes:**

1. Use separate form for each team leader & deputy Team leader

**\*\*Please submit the document duly signed and stamped**

**Annexure-V: Financial Bid Undertaking**  
**(To be submitted in firm's own letter head)**

From: (Full name and address of the Bidder) \_\_\_\_\_

\_\_\_\_\_

To,

**India International Convention and Exhibition Centre Ltd.**

Room No. 341-B, 3<sup>rd</sup> Floor,

50 B, Diplomatic Enclave,

Chanakyapuri, New Delhi, India, 110021

Dear Sir/Madam,

1. I submit the Price Bid for “Selection Of Project Financial Advisor To Raise Loan For India International Convention And Exhibition Center (IICC) Project of SPV at Sector 25, Dwarka, New Delhi as envisaged in the RFQ cum RFP document.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].
4. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
5. I offer to provide the requisite services at the rates as indicated in the price Bid.

Authorized Signatory

(Signature of the Authorized Person)

**\*\*Please submit the document duly signed and stamped**

**Annexure-VI: Financial Bid**

(To be submitted in firm's own letter head)

**Tender Name:** SELECTION OF PROJECT FINANCIAL ADVISOR TO RAISE LOAN FOR INDIA INTERNATIONAL CONVENTION AND EXHIBITION CENTER (IICC) PROJECT OF SPV, AT SECTOR 25, DWARKA, NEW DELHI.

To,  
**India International Convention and Exhibition Centre Ltd.**  
 Room No. 341-B, 3<sup>rd</sup> Floor,  
 50 B, Diplomatic Enclave,  
 Chanakyapuri, New Delhi, India, 110021

S.No.	Milestone	Fees	Amount (Rs. In Lakhs)
1.	On submission and approval of financial plan and comparison of different debt instruments	10% of the total fees payable	
2.	On submission and approval of Final Project Information Memorandum	10% of the total fees payable	
3.	On signing of loan documents between lender(s) and IICC for Total amount of Loan / Completion of formalities for mobilization of funds through other instruments other than term loans from Financial institutions	10% of the total fees payable	
4.	Disbursal of Loans / Mobilization of Funds	Remaining 70% to be paid on pro rata basis as per the disbursal over the period of 93 weeks	
	Total: (Rupees in words)		

Note: The above rates are exclusive of applicable Taxes.

I have read the Terms & Conditions for selection of Project Financial Advisor to raise Loan for IICC Project of SPV as mentioned above and accepted the same. I have quoted above mentioned rates as per the scope of work mentioned in the tender document.

Place.....

Date.....

Signature.....  
 Name.....  
 Designation.....  
 Address.....  
 .....

**\*\*Please submit the document duly signed and stamped**

**Annexure-VII: Indemnity Bond (After the Award)**

**On Rs. 100/- Non-Judicial Stamp Paper duly Notarized**

This Indemnity Bond is executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2018 at New Delhi.

I, Smt./Ms. \_\_\_\_\_ Authorized Director/ Authorized Signatory/Authorized Representative having authority to sign this Indemnity Bond on behalf of company vide resolution passed by Board of Directors in meeting held on \_\_\_\_\_ and extract thereof duly signed by the Company Secretary/ Managing Director/ Whole Time Director is attached herein as Annexure-I.

I above named, on behalf of M/s \_\_\_\_\_, hereby indemnify and kept it indemnified India International Convention and Exhibition Center (IICC), New Delhi-110001, which expression shall include and mean its successors, administrators and assigns against any claim including that of third party claim arising out of services rendered to IICC. This also includes any payment already made by IICC erroneously claimed second time and paid by IICC in good faith on the basis of duplicate bill under the gauge of losing the original bill. The same shall be refunded within 10 days from the receipt of notice thereof and/or any third party claim for the period of execution of the agreement even after lapse of agreement.

In witness whereof, I \_\_\_\_\_ Authorized Signatory hereinabove execute this Indemnity Bond in presence of witnesses stated below on day, month and year stated above.

Signature of authorized signatory  
(with official seal)

**WITNESSES**

1. \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

“NB: The Executor of this Indemnity Bond shall submit copy of authentic Identity Card and PAN No., which shall be attached with this indemnity Bond. These documents needs to be certified True Copy by the Notary Public.”

## **Appendix-I- Form of Bank Guarantee for BID Security**

(Refer Clause 2.3)

B.G. No. Dated:

1. In consideration of you, \*\*\* \*\*, having its office at \*\*\* \*\*, (hereinafter referred to as the “Employer/ SPV”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Proposal of ..... and having its registered office at ..... (hereinafter referred to as the “Applicant/ Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the \*\*\* \*\* (hereinafter referred to as “the Project”) pursuant to the RFQ cum RFP Document dated ..... issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the “Bank”), at the request of the Applicant, do hereby in terms of Clause 2.3 of the RFQ cum RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFQ cum RFP Document) by the said Applicant and unconditionally and irrevocably undertake to pay forthwith to the Employer an amount of Rs. \*\*\* \*\* (Rupees \*\*\* \*\* only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Applicant if the Applicant shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Employer stating that the Applicant is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Employer is disputed by the Bidder or not, merely on the first demand from the Employer stating that the amount claimed is due to the Employer by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \*\*\*\*\* (Rupees \*\*\* \*\* only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Proposal Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Employer and the Applicant, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Employer shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Employer that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Applicant or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Employer shall be entitled to treat the Bank as the principal debtor. The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Employer, and the Bank shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Bidder or by any change in the constitution of the Employer or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for the Employer to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Employer may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Employer in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. \*\*\* lacs (Rupees \*\*\* \*\* lacs only). The Bank shall be liable to pay the said amount or any part thereof only if the Employer serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [\*\*\* (indicate date falling 180 days after the Approval Due Date)].

Notwithstanding Anything Contained Herein Before:

A) Our Liability Under This Bank Guarantee Shall Not Exceed Rs. \_\_\_\_\_/—  
(Rupees \_\_\_\_\_ Only)

B) This Bank Guarantee Shall Be Valid Upto, \_\_\_\_\_

C) We are Liable to Pay the Guaranteed Amount or Any Part thereof Under This Bank Guarantee Only and only if you serve upon a written claim or demand on or before claim date.

Signed and Delivered by ..... Bank

By the hand of Mr./Ms ....., its ..... and authorized official.  
(Signature of the Authorised Signatory)

(Official-Seal)



and the Bank shall not be released from its liability and obligation under these presents by any exercise by the EMPLOYER of the liberty with reference to the matters aforesaid or by reason of time being given to the Financial Advisor or any other forbearance, indulgence, act or omission on the part of the EMPLOYER or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the EMPLOYER in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Financial Advisor under the Agreement.
7. Notwithstanding anything contained herein before, the liability of the Bank under this Guarantee is restricted to the Guarantee amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the EMPLOYER on the Bank under this Guarantee all rights of the EMPLOYER under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The performance Security shall cease to be in force and effect 90 (ninety) days after the end of two years from date of issue of Letter of Award
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the EMPLOYER in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the EMPLOYER that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the end \*\*\*\* month in the year \*\*\*\*\* or until it is released earlier by the EMPLOYER pursuant to the provisions of the Agreement.

Notwithstanding Anything Contained Herein Before:

- A) Our Liability Under This Bank Guarantee Shall Not Exceed Rs. \_\_\_\_\_/—  
(Rupees \_\_\_\_\_ Only)
- B) This Bank Guarantee Shall Be Valid Upto, \_\_\_\_\_
- C) We are Liable to Pay the Guaranteed Amount or Any Part thereof Under This Bank Guarantee Only and only if you serve upon a written claim or demand on or before claim date.

Signed and sealed this..... day of..... 20 ..... at.....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)  
(Name)  
(Designation)  
(Code Number)  
(Address)

NOTES:

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