

**Grant of Perpetual Lease for Developing and
Operating an International Convention &
Exhibition Centre, Hotels & Allied
Commercial facilities at Dwarka,
Delhi, India**

**REQUEST FOR PROPOSAL DOCUMENT
(VOLUME I)**

MAY 2007

**DELHI DEVELOPMENT AUTHORITY
VIKAS SADAN, NEAR INA MARKET
NEW DELHI-110023**

Disclaimer

The information contained in this Request for Proposal (hereinafter referred to as "RfP") document provided to the Bidders, by Delhi Development Authority (hereinafter referred to as "DDA"), or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RfP document and all other terms and conditions subject to which such information is provided.

The purpose of this RfP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RfP document does not purport to contain all the information each Bidder may require. This RfP document may not be appropriate for all persons, and it is not possible for DDA, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RfP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RfP document and where necessary obtain independent advice from appropriate sources. DDA, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RfP document.

DDA may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RfP document.

Request for Proposal Document

Contents

Volume I:	Instruction to Bidders
Volume II:	Draft Lease Deed (including Appendix & Schedules to Appendix)
Volume III	Project Information Memorandum (PIM)

SCHEDULE OF TENDERING PROCESS

DDA would endeavor to adhere to the following schedule during the Bidding Process:

Sl. No.	Event Description	Date
1	Last Date of Receiving Queries	23 April 2007
2	Pre-Proposal Meeting	3 May 2007 at Auction Hall, DDA, Vikas Sadan at 3.30 pm
3	Proposal Due Date	25 June 2007
4	Announcement of Shortlist, Technically Qualified Bidders	9 July 2007
5	Deposit of EMD with DDA	16 July 2007 by 3.00 pm
6	Opening of Financial Proposal	16 July 2007 by 5.00 pm
7	Issue of Allotment Letter	30 July 2007

DEFINITIONS

All terms and words used in this RfP document, which have not been defined herein, shall have the meanings ascribed thereto in the Draft Lease Deed (Volume II)

Applicant Company or the Applicant: An ongoing Business Entity or a Consortium, and which submits the proposal in response to this Request for Proposal (RfP) document.

Bid Security: The Security furnished by the Bidder, in accordance with Clause 11 of RfP (Instruction to Bidders).

Bidder: is the Applicant Company/ Applicant.

Business Entity: A Company duly incorporated in India under the Companies Act, 1956

Consortium: A body of persons (maximum of four) including Business Entities or a Trust set up under the Indian Trusts Act, 1882 and registered under the SEBI (Venture Capital Funds) Regulations or any entity incorporated in a foreign country under equivalent law, jointly submitting the proposal in response to this Request for Proposal document.

Lead Member: In case of a Consortium, the Lead Member shall be that Consortium Member which holds the largest equity stake, not being less than 26% shareholding in the equity capital of the SPC proposed to be set up by the Consortium. The Lead Member shall necessarily be a Company, duly incorporated under the Companies Act, 1956.

Lead Member shall be the authorized representative of the Consortium at all times. The Lead Member and other members of the Consortium shall be jointly and severally liable to DDA to comply with its obligations till the execution of the Lease Deed and shall be vested the prime responsibility for developing the Project in accordance with the MOA to be executed between the Consortium Members as per Appendix 2 A .

Consortium Member: Each member of the Consortium putting in the joint bid is referred to as a Consortium Member.

Earnest Money Deposit: The Security furnished by the Bidder, in accordance with Clause 11 A of RfP (Instruction to Bidders).

Eligibility Criteria: The criteria, based on which an Applicant would get qualified to participate in the Financial Proposal.

Instruction to Bidders: Volume I of this RfP, inviting Applicants to submit a Proposal.

Lease Deed: the document that would be signed between the successful bidder and DDA, for the perpetual lease of the Demised Plot. The draft version of this agreement

is referred to as the Draft Lease Deed.

Lessee: the successful bidder, acting as the counter party to the DDA, under the Lease Deed.

Lessor: DDA, acting as the counter party to the successful bidder, under the Lease Deed.

Performance Security: The bank guarantee to be submitted by the Successful Bidder in accordance with Clause 12 of the RfP (Instruction to Bidders). in the format set out at Appendix 15.

Project: means development, design, financing, procurement, engineering, construction, operation, maintenance and marketing of the Project Facilities in accordance with the provisions of this Agreement.

“Project Facilities” shall mean collectively the Mandatory and Additional Facilities provided by the Lessee on the Demised Plot. Details of Mandatory and Additional Facilities are set out under Schedule 3 of the draft Lease Deed (Volume II of this RfP)

Proposal: The proposal submitted by the Bidder in response to this RfP, including the clarifications, amendments, if any, to the Proposal.

RfP or Request For Proposal: shall refer to this Tender Document, together with all its three Volumes.

SPC or Special Purpose Company: shall mean a Company to be established under the Companies Act, 1956 by the successful Bidder (successful Bidder is a Consortium), for execution of the Lease Deed for the Project in accordance with this RfP and the Draft Lease Deed.

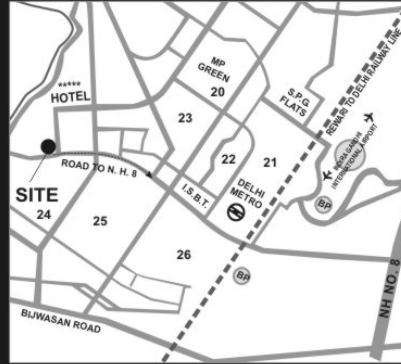
Scheduled Bank: a bank declared as a ‘Scheduled Bank’ under Section 2(e) of the Reserve Bank of India Act, 1934 and included in the Second Schedule thereto

Technically Qualified Bidders: Bidders whose proposals are evaluated as responsive and eligible under Part I submissions as defined in Clause 18.6 of this RfP (Instruction to Bidders).

Technically Disqualified Bidders: Bidders whose proposal are NOT responsive and /or NOT eligible under Part I submissions as defined in Clause 18.7 of this RfP (Instruction to Bidders).

GLOBAL TENDER NOTICE

DDA INVITES STRATEGIC INVESTORS TO DEVELOP INDIA'S LARGEST INTERNATIONAL CONVENTION AND EXHIBITION CENTRE, HOTELS AND ALLIED COMMERCIAL FACILITIES IN DWARKA, DELHI



Delhi Development Authority (DDA) seeks Proposals from reputed national & international developers for developing, operating and maintaining an International Convention and Exhibition Centre (C&EC), Hotels and Allied Commercial Facilities in Dwarka, Delhi.

Project: DDA proposes to establish an international standard Convention & Exhibition Centre in Dwarka through private sector participation. The MICE (Meetings, Incentives, Conventions and Exhibitions) industry is the fastest growing segment of the tourism market, estimated to be US\$ 280 billion. Asia Pacific is an important destination for MICE events and India, currently ranked 7th in this region, has the potential of becoming a leading MICE player. Delhi, one of the best locations in India, has 30% share of the Indian MICE market. An integrated, state of the art Convention & Exhibition Centre is expected to provide the required impetus to grow the market further.

Project Location: Dwarka, a fast growing urban area in South-West Delhi has been envisaged as a model sub-city of the 21st century. Dwarka has organized green spaces and good infrastructure, including well integrated mass rapid transport system, planned work places etc. Dwarka is well connected with the international and the domestic airports, South Delhi and Gurgaon. Several upcoming projects in the vicinity offer the potential for developing a variety of experiences to complement the Convention Centre, including a golf course.

DDA has identified about 14 hectares (ha) of land for the Project in Sector 24, Dwarka. The maximum permissible Built Up Area for the integrated project is 1,83,000 sqm. The maximum permissible Built Up Area provided for each of the proposed project facilities is as follows:

- | | |
|-----------------------|------------|
| a. C&EC Complex | 86,400 sqm |
| b. Hotel Complex | 60,000 sqm |
| c. Commercial Complex | 36,600 sqm |

The site is connected to NH-8 by the 100 meter wide road. The western edge of the site overlooks the proposed golf course.

Project Features:

The development of an International Convention & Exhibition Centre, Hotels and Allied Commercial Facilities at Dwarka, Delhi (Project) is envisaged, including:

- C&EC Complex:** A C&EC facility of at least 60,000 sqm area is to be built. Given below are the mandatory elements of the design configuration to be provided as part of the C&EC:
 - A Convention Hall capable of seating 12000 persons in theatre style. The hall shall be further partitionable into three main halls with the following capacity:
 - One auditorium of capacity (aggregate when unpartitioned, if partitions are provided) of at least 4000 persons (theatre style seating).
 - One banquet hall of capacity (aggregate when unpartitioned, if partitions are provided) of at least 2000 persons (theatre style seating).

- One conventional hall of capacity (aggregate when unpartitioned, if partitions are provided) of at least 2000 persons (theatre style seating).

- Minimum 25 meeting rooms of varying sizes (30-200 persons), of minimum total area of 4750 sqm, with total seating capacity of at least 2000 persons.

- Minimum 2 Exhibition halls of 5000 sqm each.

Bidders are expected to provide pre-function areas, public service areas, back office area and support areas supporting the above facilities in accordance with international norms.

Bidders are expected to build a C&EC comparable to Suntec Convention Center, Singapore.

- Hotel Complex:** Room inventory of 800 to be provided, with one hotel of at least 300 rooms of a five star or above category.

- Commercial Complex:** Maximum 36,600 sqm area may be utilised for commercial purposes, complementing the above facilities and would include, for aggregation purposes, commercial spaces provided as stand alone facility (ies) and/or any commercial space(s) provided as part of the C&EC and Hotel Complex.

Scope of work: The scope of work for the successful bidder would include the conceptualization, planning, designing, financing, constructing, operating and maintaining an International Convention and Exhibition Centre (C&EC), Hotels and Allied Commercial Facilities at Dwarka. The successful bidder shall be granted a perpetual lease of the site for the purpose of this Project.

Details of Submission of Proposal: The tender document can be obtained against payment by way of a crossed Demand Draft (non refundable) of Rs 50,000 drawn in favour of Delhi Development Authority payable on any Scheduled Bank at New Delhi, on all working days (Monday to Friday) between 1000 hrs to 1500 hrs IST from:

Sale Counter, No. 11, D-Block, DDA, Vikas Sadan, I.N.A., New Delhi-110023

Relevant Dates

Sale of Tender document	23 March 2007 to 05 April 2007
Pre Proposal Meeting	03 May 2007
Proposal Due Date	30 May 2007

Details are available in the tender documents, which can be downloaded from the website: www.dda.org.in. In case of any difficulty in downloading the document from the above website, information may be obtained by sending an e-mail to jyoti@idfc.com.

After downloading the document, intimation to this effect together with details of address for communication, telephone and fax numbers MUST be sent by the bidder to Deputy Director Commercial Land, Delhi Development Authority C/O Infrastructure Development Finance Company Limited, 6th Floor, Olof Palme Marg, New Delhi -110067 or by e-mail to jyoti@idfc.com.

If the document is downloaded from the above website the demand draft for the amount payable towards cost of document should be enclosed along with the Proposal at the time of submission.

Response to queries and changes, if any, in the time schedule or RfP documents will be intimated in writing or on www.dda.org.in. Bidders are requested to regularly check the website for Public Notice by DDA in this regard.



Delhi Development Authority

*Conditions apply

NOTICE OF ISSUE OF REVISED TENDER DOCUMENTS FOR GRANT OF PERPETUAL LEASE TO DEVELOP INDIA'S LARGEST INTERNATIONAL CONVENTION & EXHIBITION CENTRE, HOTELS AND ALLIED COMMERCIAL FACILITIES IN DWARKA, DELHI

This is issued in continuation to the Advertisement posted by DDA on March 19, 2007. In recognition of the observations made till date on the original set of tender documents, DDA has since revised and updated the original tender documents. Interested agencies, including those who had previously registered their interest through purchase / download of the original documents are requested to download the revised tender documents being made available at the official website of DDA (<http://www.dda.org.in/convention.htm>) from May 29, 2007. Revised tender documents can be obtained against payment by a crossed demand draft drawn in favour of DDA for Rs. 50,000/- (Rupees Fifty Thousand only) payable at Delhi, on all working days between 1000 hrs to 1500 hrs IST for sale from DDA Sale Counter No. 11, 'D' Block, DDA, Vikas Sadan, INA, New Delhi - 110023, from May 29, 2007 till June 4, 2007.

Please note that all submissions of the detailed proposals shall be supported by a non-refundable Demand Draft drawn in favor of DDA for Rs. 50,000/- (Rupees Fifty Thousand only) payable at Delhi, in case the tender document is downloaded from the website. Please also note that those who have purchased the original tender documents from DDA need not submit the Demand Draft and can collect the revised document from office of Dy. Director (CL), DDA, Room No. A-102, Vikas Sadan, INA, New Delhi - 110023 from May 29, 2007 till June 4, 2007.

The Proposal Due Date is hereby extended from May 30, 2007 to June 25, 2007.

Instructions to Bidders

1. Scope of Proposal

- 1.1 Delhi Development Authority (DDA) proposes to establish an International Convention and Exhibition Centre (C&EC) , Hotels and Allied Commercial Facilities in Dwarka (hereinafter referred to as The Project”), through private sector participation and has identified about 14 hectares of land for this purpose in Dwarka, New Delhi (“hereinafter referred to as Demised Plot”) The objective for the private sector in undertaking the implementation of the proposed Project should be to create and operate a commercially successful convention centre, together with hotels and all its allied commercial facilities and, thereby improve the region's ability to attract large international and national conventions.
- 1.2 Dwarka is one of the fast growing urban sub-cities located in southwest Delhi. The design of Dwarka reflects contemporary concepts of urban planning and environmental design along with the socio-economic context of modern Delhi. Envisaged as a model sub-city of the 21st century, Dwarka has organized green spaces and adequate social & physical infrastructure including mass rapid transport system (which is well integrated with the rest of Delhi), planned work places, cultural centres, educational institutions, etc.
- 1.3 Dwarka has good connectivity with Indira Gandhi International Airport, the domestic airport, Connaught Place, Dhaula Kuan, Railway Station and Inter-State Bus Terminus (ISBT). It's proximity to South Delhi and Gurgaon (a bustling residential and commercial destination) provides it a great locational advantage.
- 1.4 DDA invites a detailed proposal (hereinafter referred to as “Proposal”) for the conceptualization, planning, designing, financing, constructing, operating and maintaining the Project on the Demised Plot that is being offered on a perpetual lease basis at Dwarka at the Demised Plot.
- 1.5 The Project outline, site related details and general project information are set out in Appendix 1.
- 1.6 The Proposals would be evaluated on the basis of the evaluation criteria set out in this RfP document so as to identify the successful Bidder for the Project (hereinafter referred to as “Successful Bidder”). The Successful Bidder would then be required to enter into a Lease Deed with DDA, after satisfaction of certain pre-requisites and thereafter duly perform the obligations as stipulated therein, in respect of the Project.

2. Eligible Bidders

- 2.1 The Bidder shall be an ongoing Business Entity meeting the criteria as set out or a Consortium joining hands together to implement the Project and meeting the eligibility criteria as set out herein. The usage of the term Bidder would apply to both the above mentioned categories i.e. the ongoing Business Entity and the Consortium.
- 2.2 Bidders are put on notice that a Bidder shall be disqualified if it is determined by the DDA, at any stage of the process, that the said Bidder will be unable to fulfill the requirements of the Project or fail to continue to satisfy the Eligibility Criteria. Supplementary information or documentation may be sought from Bidders at any time and must so be provided within the timeframe as stipulated by DDA.
- 2.3 Any entity which has been barred or disqualified by DDA or any other government agency from participating in their projects (BOT or otherwise) and such disqualification subsists as on the Application date, would not be eligible to submit an Application, either individually or as Consortium Member of the Consortium. Bidder is required to submit an affidavit to the said effect that it is not so barred or disqualified.

3. Additional Requirements

- 3.1 Additional Requirements for Proposals submitted by business entity (ies) incorporated abroad.

All business entities incorporated in a foreign country¹ and desirous of bidding as an ongoing Business Entity for this Project shall be required (if not already existing) to establish and incorporate a company in India under the Companies Act, 1956 for the purpose of Bidding for the Project. No business entity incorporated in a foreign country can bid directly for this Project.

- 3.2 Additional Requirements for Proposals submitted by a Consortium

Proposals submitted by a Consortium should comply with the following additional requirements:

- a. Number of Consortium Members in the Consortium would be limited to 4 (four);
- b. An ongoing Business Entity bidding for this Project cannot at the same time be a Consortium Member of a Consortium applying for this Project. Further, a Consortium Member of a particular Consortium cannot be Consortium Member of any other Consortium applying for this Project. An undertaking towards this end needs to be submitted by all Bidders bidding as an ongoing Business Entity and by the Consortium Members bidding under their Consortium;

¹ Bidder is expected to familiarise himself on the extant FDI rules and regulations in this regard

- c. Wherever required, the Proposal shall contain the information required of each Consortium Member of the Consortium and should clearly set out the roles and responsibilities of the members;
- d. All authorized signatories shall submit Board Resolutions by their respective entities as a supporting document.
- e. The members of the Consortium shall furnish a Power of Attorney duly signed by the authorised representatives of the members, as set out in Appendix 2 B;
- f. The Proposal shall be signed by the duly authorised signatory of the Lead Member and shall be legally binding on all the Consortium Members. A Power of Attorney to support the same shall be provided as set out in Appendix 6;
- g. The Bid/Proposal shall contain signed letters submitted by each of the Consortium Members stating that the entire tender documents have been examined by them and that they are in agreement with all the terms thereof. The format of this submission is specified in Appendix 5;
- h. The Bid/Proposal shall contain a copy of the Memorandum of Agreement (MoA) as per format set out in Appendix 2 A, on a non-judicial stamp paper of relevant value, entered into amongst the Consortium Members. The MoA shall, inter alia, contain the following conditions:
 - I. The parties have read the contents of the RfP, the draft lease deed and its Schedules of the Project and having understood the same, agree to
 - (i) abide by the conditions of the RfP;
 - (ii) establish and incorporate a SPC in accordance with the RfP and terms and conditions of the letter of allotment issued by DDA, if the Project is awarded to them; and
 - (iii) submit the Bid Security and EMD, as provided in the RfP, and simultaneously acknowledge that in the event of non-compliance to the conditions of the RfP and letter of allotment, the Bid Security and EMD will be forfeited by DDA.
 - II. A commitment from the Lead Member that it shall hold:
 - (i) a minimum equity stake of 26% of the shareholding in the equity capital of the SPC for at least 10 years from the Appointed Date
 - (ii) not less than the equity holding of any other Consortium Member in the SPC for at least 10 years from the Appointed Date.
 - III. The Consortium Members shall commit and undertake to retain the shareholding pattern in accordance with the Memorandum of Agreement submitted to DDA as part of the Proposal Submission, till the Appointed Date.
 - IV. All Consortium Members who hold more than 15% equity in the Consortium, shall, in aggregate, hold:
 - (i) at least 76% shareholding in the equity capital of the SPC till 5 years after the Appointed Date and, thereafter

- (ii) at least 51% shareholding in the equity capital of the SPC till 10 years after the Appointed Date

V. All members of the Consortium shall be liable jointly and severally for the execution of the Project in accordance with the terms of the RfP, letter of allotment and Lease Deed.

The MoA entered into between the Consortium Members should be specific to the Project and should contain, inter alia the above requirements, failing which the Proposal would be liable to be considered non-responsive and would be liable for rejection.

The shareholding commitments provided in the MoA would be recorded in the Lease Deed and any change with respect to the terms of the RfPs would be only with the previous approval of DDA.

4. Not used

5. Change in Composition of the Consortium

Save as otherwise provided in any other provisions of this RfP, no change in composition of the Consortium would be allowed after the Proposal Due Date. Subsequent to execution of Lease Deed, the relevant conditions set out therein shall prevail in this regard.

6. Number of Proposals

Each Bidder shall submit a maximum of one (1) Proposal for the Project, in response to this RfP. Any Bidder who submits more than one Proposal either as an ongoing Business Entity or as a part of a Consortium for the Project will be disqualified and cause the disqualification of such Consortium as well. The Bidder shall also be responsible and shall pay for all of the costs associated with the preparation of its Proposal and its participation in the tender process.

7. Validity of Proposal

The Proposal shall remain valid for a period not less than 12 months from the Proposal Due Date (hereinafter referred to as "Proposal Validity Period") or for any extended period that DDA may notify. DDA reserves the right to reject any Proposal, which does not meet this requirement.

8. Proposal Preparation Cost

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

9. Fees for Request for Proposal (RfP) Document

9.1 The Request for Proposal document would be made available to the prospective bidders from DDA on payment of a non-refundable demand draft / bankers cheque of Rs. 50,000 (Rupees Fifty Thousand only) drawn on a nationalised/scheduled bank in favor of "Delhi Development Authority" and payable at Delhi.

9.2 The sale of the tender documents shall be made between 19 March 2007 and 2 April 2007. Documents are available at Sale Counter No. 11, D-Block, DDA, Vikas Sadan, I.N.A, New Delhi - 110023 from 1000 hours to 1500 hours.

9.2 a The revised tender documents are being made available at the official website of DDA (<http://www.dda.org.in/convention.htm>) from May 29, 2007. Revised tender documents can be obtained against payment by a crossed demand draft drawn in favour of DDA for Rs. 50,000/- (Rupees Fifty Thousand only) payable at Delhi, on all working days between 1000 hrs to 1500 hrs IST for sale from DDA Sale Counter No. 11, 'D' Block, DDA, Vikas Sadan, INA, New Delhi - 110023, from May 29, 2007 till June 4, 2007. Those who have purchased the original tender documents from DDA can collect the revised document from office of Dy. Director (CL), DDA, Room No. A-102, Vikas Sadan, INA, New Delhi - 110023.

9.3 No request for supply of tender documents by post shall be entertained.

9.4 Tender documents shall also be posted on the website www.dda.org.in (Tender Notice). Those downloading the tender documents from the website shall be required to intimate Deputy Director Commercial Land, DDA in writing that they have downloaded the tender document and are interested in registration for the tender. **Registration of the Applicants** is a mandatory requirement. The Registering applicants are advised to provide the contact details including the email address of the dealing officer for future communications on the tender. The Fees for the Request for Proposal documents in such case shall be submitted as required under provisions of Clause 9.1 & Clause 13.3.

10. Contents of RfP

10.1 The RfP document consists of three parts as listed below and would include any addenda issued in accordance Clause 10.2.

Volume I	Instructions to Bidders
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Volume II	Draft Lease Deed, (including Appendix together with schedules to the Appendix)
Volume III	Project Information Memorandum (PIM)

10.2 Amendments to RfP

- 10.2.1 At any time prior to the Proposal Due Date, as indicated in the RfP Time Schedule, DDA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, amend the RfP by the issuance of Addenda.
- 10.2.2 Any Addendum thus issued would be in writing and shall be binding upon the Bidders. The Addendum may be issued by DDA in writing or by any standard electronic means such as email or by uploading on the website : www.dda.org.in Bidders are requested to regularly check the website for Public Notice by DDA in this regard
- 10.2.3 In order to afford Bidders reasonable time to take the Addendum into account, or for any other reason, DDA may, at its sole discretion, extend the Proposal Due Date.

11. Bid Security

- 11.1 Each Proposal shall be accompanied by a demand draft of Rs. 10,00,00,000 (Rupees Ten crores only) to be deposited as Bid Security.
- 11.2 The Bid Security shall be in the form of a demand draft/ bankers' cheque drawn on a Nationalised/Scheduled bank in favor of "Delhi Development Authority" and payable at Delhi.
- 11.3 The Bid Security of Technically Disqualified Bidder would be returned within a period of fifteen (15) days from the date of announcement of the shortlist of Technically Qualified Bidders. The Bidder is put on notice that the Bid Security is to be viewed as an interest free deposit and no interest can be claimed on the Bid Security by the Bidder from DDA.
- 11.4 The Bid Security shall be forfeited in the following cases:
- If the Bidder withdraws its Proposal during the period between the Proposal Due Date and expiration of the Proposal Validity Period including any extended period as under Clause 7;
 - If the Technically Qualified Bidder fails to make the payments of the Earnest Money Deposit in accordance with the Clause 11 A within the stipulated time or any extension thereof provided by DDA; and
 - If any information or document furnished by the Bidder is found by DDA to be misleading or untrue in any material respect.

11 A. Earnest Money Deposit

- a. Technically Qualified Bidders shall submit Earnest Money Deposit to DDA equivalent to 25% of the Bid Offered (Lease Premium), after adjusting the Bid Security, after DDA notifies them that they are "Technically Qualified" in accordance with the 'Schedule of Tendering Process'. Earnest Money Deposit shall be payable through a demand draft / bankers cheque drawn on a Nationalised/Scheduled bank in favor of "Delhi Development Authority" and payable at Delhi.
- b. Earnest Money Deposit of only those bidders who rank H1 & H2 as defined in Clause 20.1. shall be retained and for all other Technically Qualified Bidders, Earnest Money Deposit shall be returned within seven (7) days of announcement of the ranking of the Technically Qualified Bidders on their Financial Proposal. The Bidder is put on notice that the Bid Security is to be viewed as an interest free deposit and no interest can be claimed on the Bid Security by the Bidder from DDA.
- c. The Earnest Money Deposit of the Unsuccessful Bidder (either H1 or H2 or both, depending on the outcome of the procedure as outlined in Clause 20.1, 20.3 & 20.4 herein below) shall be returned within fifteen (15) days of announcement of the Successful Bidder.
- d. The Earnest Money Deposit shall be forfeited in case if the bidder
 - i. Withdraws its proposal during the interval between the date of announcement of Technically Qualified bidders and the expiration of the Proposal Validity Period
 - ii. In case of the Successful Bidder
 - a. If the Bidder fails to pay the balance Lease Premium after adjusting for the Earnest Money Deposit as required under the Terms and Conditions of the RfP;
 - b. If the Bidder fails to sign the Lease Deed (including Appendix & Schedules to Appendix) ; or
 - c. If the Bidder fails to furnish the Performance Security in accordance with Clause 12.

12. Performance Security

The Bidder is put on notice that, if successful, a Performance Security shall be payable by the Successful Bidder amounting to 5% of the Lease Premium by way of an irrevocable Bank Guarantee, issued by a nationalized/scheduled bank located in India in favor of "Delhi Development Authority" as set out in **Appendix 15**, for due and punctual performance of the obligations relating to the Project before the execution of the Lease Deed (including Appendix & Schedules to Appendix).

The Performance Security can be encashed at the sole discretion of DDA towards any liquidated damages that may be payable by the successful bidder to DDA and/or against termination eventualities attributed to the

successful bidder, under the terms of the Lease Deed (including Appendix & Schedules to Appendix).

13. Format and Signing of Proposal

- 13.1 The Proposal and all related correspondence and documents should be written in English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by certified translations of the pertinent passages in English language. Supporting materials, which are not translated into English, shall not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
- 13.2 The currency for the purpose of the Application shall be the Indian Rupee (INR). In all cases where the original figure is in foreign currency, such original figures in the relevant foreign currency and the INR equivalent thereof must be given. The conversion to Indian Rupees shall be based on the closing exchange rate published by the Reserve Bank of India². Such of these exchange rate(s) made applicable in the Proposal shall be clearly stated in the submissions. DDA, however, reserves the right to use any other suitable exchange rate for the purpose of uniformly evaluating all Bidders.
- 13.3 The Bidder is required to provide all the information as per this RfP. DDA would evaluate only those Proposals that are received in the required format and are complete in all respects. Each Proposal shall comprise of the following:

A. Part I Submission

- a. Covering letter in the format set out in **Appendix 3 & a letter of commitment from each of the Consortium Members in the format set out in Appendix 5 (only in case of a Consortium).**
- b. Details of the Bidder in the format set out in **Appendix 4**
- c. Memorandum of Agreement as set out in **Appendix 2 A** (Applicable only in case of Consortium), Power of Attorney as set out in **Appendix 6** (Applicable both for Lead Member of a Consortium and an ongoing Business Entity) and Power of Attorney authorising the Lead Member as set out in **Appendix 2 B** (Applicable only in case of Consortium)
- d. A Board Resolution from each Consortium Member specifying that their Company is permitted to undertake this Project.
- e. Anti - Collusion Certificate as per **Appendix 8**
- f. Qualification Criteria comprising experience of the Bidders as per the format set out in **Appendix 9** along with relevant supporting documents.
- g. Compliance with the Specifications, in the format as set out in **Appendix 10 b**
- h. Undertaking by the Bidder, in the format as set out in **Appendix 12**

² The exchange rates for financial year periods would be the average rate as on the date of issue of RfP

- i. Proof of Purchase of the Tender Document is purchased from DDA or a non-refundable Demand draft drawn in favour of DDA for Rs. 50,000/- (Rupees Fifty Thousand only) payable at Delhi, in case the Tender Document is downloaded from the website.
- j. Affidavit, as required to be submitted under provisions of Clause 2.3.

B. Part II Submission – Financial Proposal

Financial Proposal as per the format set out in **Appendix 11**

- 13.4 The Bidder shall prepare one (1) original and one (1) duplicate of the Proposal. In the event of any discrepancy between the original and the duplicate, the original shall prevail.
- 13.5 The Proposal, both the original and the duplicate shall be typed or written in indelible ink and an authorised signatory of the Bidder, as applicable, shall initial each page. The person(s) signing the Proposal shall also initial all the alterations, omissions, additions, or any other amendments made to the Proposal.

14 Sealing and Marking of Proposal

- 14.1 The Bidder shall seal the Part I and Part II submissions of the Proposal separately in two envelopes, duly marking the envelopes as “PART I SUBMISSION” and “PART II SUBMISSION”. Part II Submission shall be marked with a red pen and with a warning “DO NOT OPEN WITH PART I SUBMISSIONS”. These envelopes shall then be sealed in a single outer envelope. The outer envelope shall be additionally marked “RfP DOWNLOADED FROM THE WEBSITE” by applicants who have downloaded the document from the website.
- 14.2 The Bidder shall seal the original and duplicate of the Proposal in separate envelopes, duly marking the envelopes as “ORIGINAL” and “DUPLICATE”. The envelopes shall then be sealed in a single outer envelope.
- 14.3 Each of the envelopes, both outer and inner, must be superscribed with the following information:
 - a. Name and Address of Bidder.
 - b. Contact person and phone numbers.
- 14.4 If the envelope is not sealed and marked as instructed above, DDA assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal, may, at the sole discretion of DDA, be rejected.

15 Proposal Due Date

15.1 Proposals should be submitted before 1530 hours IST of Proposal Due Date, in the manner and form as detailed in this RfP. Proposals submitted by either facsimile transmission or telex will not be accepted.

15.2 DDA may, in exceptional circumstances, and at its sole discretion, extend the above Proposal Due Date by issuing an Addendum. Any Addendum thus issued will be sent in writing to all those who have purchased the RfP document and would also be posted on the website. The same will also be communicated to those who have downloaded the RfP document from the website and have duly intimated this fact to DDA giving their particulars including address for communication by fax ("Registered Applicants"). The addendum may be issued in writing or by standard electronic means.

15.3 Bidder's Responsibility

It is desirable that each Bidder submits its Proposal after visiting the Demised Plot for ascertaining the information, surroundings, or any other matter considered relevant. The Bidders may carry out Project inspection/site visit at any time at their own cost.

- a. The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RfP shall be at the Bidder's own risk.
- b. It shall be deemed that prior to the submission of Proposal, the Bidder has:
 - i. made a complete and careful examination of terms & conditions/requirements, and other information set forth in this RfP document;
 - ii. received all such relevant information as it has requested from DDA; and
 - iii. made a complete and careful examination of the various aspects of the Project including but not limited to:
 - (i) the Bidder's own validation of the Volume III of this RfP viz., Project Information Memorandum for International Convention and Exhibition Centre, Hotels and Allied Commercial Facilities in Dwarka, Delhi;
 - (ii) the Bidder's own assessment of the Demised Plot (For inspection of the plot and/or any documents pertaining to the Demised Plot, the Deputy Director Commercial Land/ Director Projects, Dwarka may be contacted on any working day between 1000 hours and 1500 hours, after seeking a prior appointment with that office);
 - (iii) the existing facilities and structures - availability, if any and their quality;
 - (iv) the condition of the buildings if any including but not limited to open spaces in and around the Demised Plot;
 - (v) the condition of the access roads, ground conditions, utilities, availability of water and power supply in accordance with the project requirements in and to the Demised Plot;

- (vi) the conditions that could possibly affect the transportation, access, handling and storage of materials in and to the Demised Plot;
- (vii) the soil investigation studies; and
- (viii) all other matters that might affect the Bidder's Proposal and the due performance of its obligations under the terms of this RfP document.

DDA shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

DDA further puts the Bidder on notice that all statutory and regulatory clearances would be the Bidders responsibility in accordance with the provisions of the Lease Deed

15.4 Modification and Withdrawal of Proposals

15.4.1 The Bidder may modify or withdraw its Proposal after submission, provided that written notice of the modification or withdrawal is received by DDA before the Proposal Due Date. No Proposal shall be modified or withdrawn by the Bidder after the Proposal Due Date.

15.4.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 14.1 with envelopes additionally marked "MODIFICATION" and "WITHDRAWAL" as appropriate.

16 Opening of Proposals and Clarifications

16.1 DDA would open the Proposals on any working day within sixty (60) days of the Proposal Due Date for the purpose of evaluation.

16.2 DDA reserves the right to reject any Proposal not submitted on time and which does not contain the information/documents as set out in this RfP document.

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

16.4 Information relating to the examination, clarification, evaluation, and recommendation of the Proposal shall not be disclosed to any person not officially concerned with the process, upto the opening of tender. DDA will treat all information submitted as part of the Proposal in confidence and would require all those who have access to such material to treat the same in confidence. DDA will not divulge any such information unless it is ordered to

do so by any authority pursuant to Applicable Law or order of a competent court or tribunal, which requires its disclosure.

- 16.5 To clarify and discuss issues with respect to the Project and the RfP, DDA may hold Pre-Proposal meeting(s) including meetings, if necessitated, with any individual Bidder as well.
- 16.6 Prior to the Pre-Proposal meeting(s), the Bidders may submit a list of queries and suggested deviations, if any, to the Project requirements and/or the draft Lease Deed. Bidders must formulate their queries and forward the same to DDA prior to the meeting. DDA will forward its responses, at its sole discretion, to all purchasers of the RfP Document and Registered Applicants and would include a description of the enquiry and the response of DDA without identifying the source of the enquiry. DDA may, in its sole discretion or based on inputs provided by Bidders, amend the RfP.
- 16.7 Bidders may note that, subject to the provisions of Clause 16.6 above, DDA will not entertain any deviations to the RfP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders would have to be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RfP with all its contents including the terms of the draft Lease Deed. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- 16.8 DDA will endeavour to hold the Pre-Proposal meeting as per the schedule of bidding process.
- 16.9 Attendance of the Bidders at the Pre-Proposal meeting is not mandatory.
- 16.10 All correspondence / enquiries MUST be submitted to the following in writing by fax/ registered post / courier:

ATTN. OF:	Deputy Director, Commercial Land Room No 102 A
Address:	Delhi Development Authority Vikas Sadan, INA New Delhi – 110023

In addition, the written queries are required to be emailed to Ms Jyoti Gujral, Senior Specialist Advisory Services, IDFC at jyoti@idfc.com.

17 Criteria for Evaluation of Minimum Eligibility

17.1 Experience of Bidders: Part I Submission

- 17.1.1 The Bidder's competence and capability is proposed to be established by the following parameters as provided in 17.1.2 and 17.1.3:

- a. Project Development Experience in related sector or core sector projects;
- b. Financial Capability in terms of Net worth and Annual Turnover.

17.1.2 The Bidder must satisfy any one of the qualification under Clause 17.1.2 below in respect of Project Development Experience Capability :

- a. Developed (i.e. fully completed and commissioned) at least one related sector project³ with a project cost of at least Rs. 100 crores (Rupees one hundred crores) in the last three Financial Years immediately preceding the date of Application. The Bidder is deemed to have developed the project only if its equity holding in that project was atleast 51% as on the date of completion and commissioning; or
- b. Developed (i.e. fully completed and commissioned) at least one core sector project⁴ with a project cost of at least Rs. 200 crores (Rupees two hundred crores) in last three Financial Years, immediately preceding the date of Application. The Bidder is deemed to have developed the project only if its equity holding in that project was atleast 51% as on the date of completion and commissioning.

17.1.3 The Bidder must satisfy the qualifications below in respect of Financial Capability:

- a. Minimum Net worth as at the end of the most recent Financial Year (FY 2006) of Rs. 100 crores (Rupees One hundred crores); and.
- b. Minimum average annual turnover of Rs. 200 crores (Rupees Two hundred crores) over the last 3 (three) Financial Years (FY 2004, FY 2005 & FY 2006)

17.1.4 Supporting documents for the Project Development Experience or for the Financial Capability would have to be submitted in accordance with **Appendix 9**.

17.1.5 The Bidders should provide information regarding the above based on audited annual accounts. In case the Bidder fails to provide such Audited Statements and certificate from statutory auditor specified as may be required, the Application will be rejected as non-responsive.

17.1.6 The Application must be accompanied by the audited Balance Sheet and Profit and Loss Account of the Bidder for the latest Financial Year.

17.1.7 The Bidder would have to provide the Audited Annual Financial Statements for the latest Financial Year, which would be used for the purpose of evaluation of the Application. In case the annual accounts of the latest Financial Year are not audited and therefore the Bidder could not make it

³ Includes entertainment projects, Convention Centre, Exhibition facilities, Hotels, Resorts, Leisure, Recreation and Sports Complexes, Real Estate projects, Commercial complexes

⁴Core sector would be deemed to include power/energy projects, roads, expressways, bridges, tunnels, airfields, telecom, ports, railways, industrial parks, petroleum and natural gas, petrochemicals, steel, cement, fertilisers, mining, pipelines, irrigation, water supply, sewerage, and automobiles.

available, the Bidder shall give an undertaking to the effect that the Audited Accounts would be made available at the soonest they are available and the statutory auditor of the Bidder shall counter sign this undertaking. In such a case, the Bidder may provide the unaudited Annual Accounts (complete with its Schedules) for the latest Financial Year. In case the Bidder fails to provide such Audited/ Unaudited Financial Statements and the requisite certification from the statutory auditor specified herein above, the Application will be rejected as non-responsive.

17.2 Special Conditions for a Consortium

- a. In case the Bidder is a Consortium, the Consortium Members amongst themselves should meet the Experience criteria with respect to Project Development Experience and Financial capability as stipulated in Clause 17.1
- b. Provided, however, that for evaluation of the Financial Capability consideration, the following conditions would additionally apply:
 - i. The financials of only those Consortium Members who hold more than 26% shareholding in the equity capital of the Consortium would be considered for evaluation; AND
 - ii. All the Consortium Members who would hold more than 26% shareholding in the equity capital of the Consortium should satisfy, individually, the financial criteria as specified in Clause 17.1.3 ;
- c. Provided, however, that for evaluation of Project Development experience , the following conditions would additionally apply:
 - i. Only such projects would be considered where the concerned Consortium Member, had at least 51% equity **holding** in such projects as on the date of completion and commissioning.
 - ii. Any single Consortium Member could satisfy the experience criteria as stipulated in Clause 17.1.2 and the aggregate experience of the Consortium Members cannot be considered for this purpose.
 - iii. The Consortium Member whose experience will be evaluated should hold equal to or more than 26% shareholding in the **equity capital of the** Consortium.

18. Proposal Evaluation: Part I Submission

18.1 The Part I Submission of the Proposal would first be checked for responsiveness with the requirements of the RfP.

The Proposal would be considered to be responsive if it meets the following conditions:

- a. it is received by the Proposal Due Date including any extension thereof;

- b. it is signed, sealed and marked as stipulated in Clause 13 and Clause 14;
- c. it contains all the information and documents as requested in the RfP;
- d. it contains information in formats specified in this RfP;
- e. it mentions the Proposal Validity Period as set out in Clause 7;
- f. it provides information in reasonable detail ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by DDA without communication with the Bidder). DDA reserves the right to determine in its sole discretion whether the information has been provided in reasonable detail; and
- g. there are no inconsistencies between the Proposal and the supporting documents.

18.2 A Proposal that is substantially responsive would be the one that conforms to the preceding requirements without material deviation or reservation.

18.3 In case the Proposal is found to be responsive, Part I Submission would be evaluated in accordance with the Evaluation criteria for qualification of Bidders as set out in Clause 17. In case the Part I Submission is found to be inadequate, DDA may request the Bidder for updations to the same or may in its sole discretion have the right to reject the Proposal.

18.4 As part of the evaluation of the Part I Submission, DDA may also require the Bidder to submit clarifications.

18.5 DDA reserves the right to reject the Proposal of a Bidder without opening Part II Submission if, in its opinion, Part I Submission is not substantially responsive with the requirements of this RfP

18.6 The Bidders whose tenders are found responsive and eligible under Part I submissions shall be termed as 'Technically Qualified Bidders'. They shall be notified in writing by the DDA to submit the Earnest Money Deposit in accordance with the Clause 11 A.

18.7 The Bidders whose tenders are NOT found responsive and eligible under Part I submissions shall be termed as 'Technically Disqualified Bidders'. They shall be notified in writing by the DDA and the Bid Security shall be returned to them in accordance with Clause 11.

19 Proposal Evaluation: Part II Submission

19.1 The **Part II Submission** of only those Technically Qualified Bidders, whose Earnest Money Deposit is received in accordance with Clause 11 A, shall be opened.

19.2 Part II Submission shall be opened on the date and time specified and in the event of the Bidders representative choosing to attend on the said date and time, in their presence. The time and date of opening of **Part II Submission** (Financial Proposal) shall be informed to the Bidders in advance. The Bidders'

representatives who are present shall be required to sign and record their attendance.

20 Selection Methodology

20.1 Determination of Bidder's Rank

The Financial Proposal shall be ranked on the basis of the tenders received. Bidders would be ranked in the descending order of the Lease Premium payment offered to DDA as indicated in their respective tenders. For example, the Bidder offering the highest Lease Premium to DDA would be ranked "1", the Bidder offering the next highest Lease Premium, ranked "2" and so on, as set out in table below.

Name of Bidder	Bid	Rank
H1	Highest Lease Premium payment offer	1
H2	Second Highest Lease Premium payment offer	2

The Bidder quoting the Highest Lease Premium Payment Offer (H1) would be declared as the Preferred Bidder. DDA may however either choose to accept the Proposal of the Preferred Bidder or invite him for further negotiations (excluding any negotiations on the Lease Premium offered) or reject any offer including the highest offer.

20.2 Special Conditions relating to Selection of Preferred Bidder

In the event that two or more Bidders offer the same Lease Premium, DDA may:

- call all such bidders for negotiations / re tendering of the Financial Proposal and select the preferred bidder based on the outcome of the negotiations / re tendering of the Financial proposal,
OR
- invite fresh Financial Proposals from the Technically Qualified Bidders
OR
- take any such measure as may be deemed fit in the sole discretion of DDA, including annulment of the tender process.

20.3 DDA reserves the right to reject any Proposal, if:

- a. the Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal; or
- b. the proposal is expressly or impliedly conditional; or
- c. at any time, a material misrepresentation, concealment or fraud is made or discovered; or

d. For any other reasons in accordance with DDA Rules

In the event that the Proposal of Preferred Bidder (H1) is rejected for reasons as provided above, DDA may exercise the option to invite the H2 Bidder, with the Second Highest Lease Premium payment offer, to match the offer made by H1 and in case the offer of H1 is matched by H2, H2 shall be declared as the Preferred Bidder.

Provided however that if H2 fails to match the offer of H1, DDA may:

- invite fresh Financial Proposals from the Technically Qualified Bidders
- OR
- take any such measure as may be deemed fit in the sole discretion of DDA, including annulment of the tender process.

20.4 In the event of acceptance of the Preferred Bidder, DDA shall declare the Preferred Bidder as the Successful Bidder. DDA will notify the Successful Bidder through an Allotment Letter that its Proposal has been accepted subject to the provisions of Clause 20.5 and Clause 20.6 of this section.

20.5 As a precondition to the execution of the Lease Deed, DDA shall require the Successful Bidder, to submit their Preliminary Project Development Plan in the format as set out in Appendix 10 a within 60 days of the issue of the Allotment Letter.

DDA reserves the right to review such submissions through a Committee / Consultant or Project Engineer and based on their recommendations ask the bidder to make any reasonable changes to such plans, and the Successful Bidder shall be required to submit an undertaking to incorporate such changes in the Project Development Plan. Notwithstanding the above, the Bidder is put on notice that, it would be required to take the approval for the Project Development Plan as specified in the Lease Deed.

20.6 The Successful Bidder shall submit the Performance Security before the execution of the Lease Deed, as per the provisions set out under Clause 12 of this RfP.

The balance of the Lease Premium, after adjusting for the Earnest Money Deposit, would be payable by the successful bidder within 90 (Ninety) days of the issue of Allotment Letter through a bank draft, only in the branches of Central Bank of India / State Bank of India, Vikas Sadan, INA, New Delhi and submit a copy of challan to the Dy. Director / CL, DDA as proof of having done so.

The Lease Deed would be executed by DDA with the Successful Bidder only upon the full and final payment of the Lease Premium and after satisfaction of all the requirements under this RfP.

Provided however if the successful Bidder is a Consortium, in addition to the above requirements, the Consortium Members shall establish a Special Purpose Company in accordance with the conditions set out under this RfP, the Allotment Letter and the terms of the draft Lease Deed and in proof thereof submit to DDA within 60 days as proof of having done so, copies of certificate of incorporation, Memorandum of Association, Articles of Association, Shareholders' Agreement and all or any other relevant documents.

- 20.7** Failure of the Successful Bidder to comply with the requirements of Clause 12, or Clause 20.5 or Clause 20.6 under this RfP shall constitute sufficient grounds for the annulment of the Allotment Letter, and forfeiture of the Earnest Money Deposit.
- 20.8** If there arises any dispute or difference as to the interpretation of the terms of the tender or anything arising there from, such dispute or difference shall be decided finally by the Vice Chairman, DDA and his decision shall be conclusive and binding upon the bidders as an award of the Arbitrator
- 20.9** After opening of the tender (Financial Proposal) and before the execution of the Lease deed the successful bidder is required to sign the terms and conditions of the tender (draft of which is set out in Appendix to the Draft Lease Deed and Schedules to the Appendix between pages 18 to 83 of the Draft Lease Deed) on a non judicial stamp paper, in token of his acceptance of the same. The original of this terms and conditions shall form part of the Lease deed to be executed between DDA and the successful bidder.
- 20.10** For the meaning of capitalized words such as Lease, Lease Deed, Lease Premium and similar words appearing in this Lease Deed, the definitions and interpretation provided in the Delhi Development Act, 1957 and Rules framed thereunder may be referred to. For the meaning of other capitalized words such as Additional Facilities Commissioning Certificate, Appointed Date, Commercial Operations Date, Completion Certificate, Core Project, Core Project Commissioning Certificate, Lenders, Project, Project Facilities, Termination Notice and so on, the Appendix hereto may be referred to.
- 20.11** Notwithstanding anything contained in this RfP, DDA reserves the right to accept or reject any Proposal, or to annul the tender process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.

Appendix 1

Project Outline, Site Information and General Information to Bidders⁵

1.0 PROJECT

1.1 Project Background

- 1.1.1 The global Meetings, Incentives, Conventions and Exhibitions (MICE) industry is estimated to be US\$ 280 billion in size. The domestic MICE industry constitutes more than 90% of the market.
- 1.1.2 The Asia-Pacific region is a key destination for MICE events. The region hosted 16% of all international conventions and meetings held worldwide in 2003. Singapore, Bangkok, Sydney, Bali, Shanghai, Hong Kong etc. have emerged as key destinations for Convention Centers in Asia Pacific.
- 1.1.3 Over the last few years, India has emerged as a key MICE destination and ranks 7th in Asia Pacific. The MICE industry in India is sized at Rs. 750-800 crores p.a. (for space, and food and beverages only) excluding the contribution of social gatherings such as weddings etc. India's share of the market for hosting international conventions has been increasing at the rate of 9% per annum for the past two years. Delhi has emerged as a key center for domestic as well as international events.
- 1.1.4 The potential for growth in the exhibition industry in India, the worlds 4th largest purchasing power is large. In a country whose economy has been growing at an average rate of 5.7% over the past 20 years, exhibition space is expected to increase by 40% in the next three years. Given the increase in the number of multinational companies in the country as well as the increasing size of the population with high spending power, the MICE market is set to grow at a high rate.
- 1.1.5 The booming convention market necessitates creation of not merely a convention centre but a convention destination with exhibition facilities, shopping plazas, cluster of hotels, backward and forward linkages with international airport, mass transit systems and adequate parking.
- 1.1.6 The absence of world class integrated Convention Centres has impeded India's growth as a MICE destination. However, Convention Centres are being established in Mumbai, Bangalore, Hyderabad, and Pune to address this gap.

⁵ Bidders may please note that the details of the project provided herein by itself may not be sufficient and comprehensive in all respects. It is envisaged that each Bidder would formulate its proposal based on its own understanding of the requirements of the Project. However, the conditions set out in Lease Deed, shall prevail.

1.2 Project Proposal

- 1.2.1 Delhi Development Authority (DDA) proposes to establish an International Convention & Exhibition Center, Hotels and Allied Commercial Facilities in Dwarka and has identified about 14 hectares of land for this purpose. The objectives of the proposed project include:
- Creating an exciting, commercially successful convention centre hence improving the region's ability to attract revenue-generating conventions.
 - Complementing and enhancing the existing convention facilities in Delhi
 - Operating an integrated facility, accommodating different needs for a variety of user groups.

1.3 Project Location

- 1.3.1 Dwarka is one of the fast growing urban sub-cities located in southwest Delhi. The design of Dwarka reflects contemporary concepts of urban planning and environmental design along with the socio-economic context of modern Delhi. Envisaged as a model sub-city of the 21st century, Dwarka has organized green spaces and adequate social & physical infrastructure including mass rapid transport system (which is well integrated with the rest of Delhi), planned work places, cultural centers, educational institutions, etc.
- 1.3.2 Dwarka has good connectivity with Indira Gandhi International Airport (3 km) as well as the domestic airport (5 km), Connaught Place (CP) (18 km), Dhaula Kuan (13 km), Railway Station (23 km) and Inter-State Bus Terminus (ISBT) (25km). It's proximity to South Delhi and Gurgaon, a bustling residential and commercial destination, provides it a great locational advantage.
- 1.3.3 A large parcel of land of about 14 hectares has been identified for developing the International Convention Centre and Allied facilities at Dwarka, Delhi. The entire plot of land is on offer to the Lessee on a perpetual lease basis⁶. The location of Dwarka within Delhi, and the location of the site within Dwarka are shown in Figure 1, 2 & 3 of **Appendix 13** respectively.
- 1.3.4 The site is in Sector 24 in Dwarka. The site is almost level, and there are no major changes in elevation in the site. The details of the site are provided in Figure 4 of **Appendix 13** respectively.
- 1.3.5 On one side a 130 acre green area abuts the site, and this area may be developed as a golf course by the DDA. Development of a water body in the green areas is also proposed. The western edge overlooks the proposed golf course and waterbody.

⁶ Conditions apply

- 1.3.6 The data from the topographic survey has been provided in **Appendix 14**.
- 1.3.7 The land adjacent to the convention centre has been earmarked for premium housing.
- 1.3.8 Adjoining the Demised Plot is a site of 4 hectares for a proposed hotel development.
- 1.3.9 Several recreational facilities and green areas are being developed in the vicinity of the site. Bharat Vandana is one such project over 200 acres in Sector 20 in Dwarka.
- 1.3.10 **Access to the site**

Table 1 outlines the existing as well as proposed access routes to the site.

Table 1: Access routes

Road		Rail	
Existing	Proposed	Existing	Proposed
<ul style="list-style-type: none"> ▪ 100 m wide road from the NH - 8 ▪ 30 m wide road no. 226 connecting M.P. Green ▪ Road connecting site to NH.8 is not yet built completely ▪ Flyover has been constructed near DDA office in Palam Village 	<ul style="list-style-type: none"> ▪ Road connecting site to the service centre (in sector-25) leading to road no. 213 Najafgarh to Brijwasan link road is also proposed ▪ A network of roads connecting site with the rest of Dwarka ▪ Road from site going parallel to the Najafgarh drain & connecting with Dwarka ▪ Construction of ISBT adjacent to the road connecting to NH- 8 	<ul style="list-style-type: none"> ▪ The eight-lane railway underpass connecting Dwarka in Delhi's South-West with the Delhi-Gurgaon-Jaipur highway NH- 8 ▪ The Delhi Metro Rail's Connaught Place to Dwarka line 	<ul style="list-style-type: none"> ▪ The extension of metro line 3 services from Dwarka Sector 9 to Sector 22 ▪ DDA plans to further extend metro to IT park (Sector 25) at a later stage. ▪ A Metro station is proposed about 2 km from the site in Sector 21.

1.4 Project Concept

Land admeasuring about 14 hectares or 1,40,000 sqm of plot area is allotted for the development of an International Convention and Exhibition Centre, Hotels and Allied Commercial Facilities. For the purposes of computing the maximum permissible Built Up Area/Floor Area for each of the above facilities, 90,000 sqm of the plot area is allotted for the purpose of an International Convention & Exhibition Center with an FSI of 1.2 and 50,000

sqm of the plot area is allotted for the purpose of a Hotel Complex with an FSI of 1.5. Maximum of 20% of the maximum permissible Built Up area/Floor area can be used for commercial purposes. The Commercial Complex may be a separate complex as detailed in 1.4.3. The project is to be developed on an integrated basis, thus the maximum permissible Built Up Area /Floor Area for the three facilities are as given below:

- a. International Convention & Exhibition Center - 86,400 sqm
- b. Hotel Complex - 60,000 sqm
- c. Commercial Complex - 36,600 sqm

A 'Market Study' has been conducted to assess the demand for the facilities mentioned (included in the Volume III of this RfP).

1.4.1 It is expected that an international standard Convention & Exhibition Center (C&EC) is designed so as to optimally utilize the permissible FAR (86,400 sqm) by maximizing the area and capacity for the facilities. At the minimum, 60,000 sqm with the below mentioned design configuration shall be provided. Phase wise development may be planned; however, the minimum requirement of 60,000 sqm of C&EC facility would have to be planned for in the first of such phases itself.

The mandatory requirements for the C&EC design configuration are as follows:

- a. A Convention Hall capable of seating 12000 persons⁷ in theatre style. The hall shall be further partitionable into three main halls⁸ with the following capacity:
 - i. One auditorium of capacity (aggregate when unpartitioned, if partitions are provided) of at least 4000 persons (theatre style seating).
 - ii. One banquet hall of capacity (aggregate when unpartitioned, if partitions are provided) of at least 2000 persons (theatre style seating).
 - iii. One convention hall of capacity (aggregate when unpartitioned, if partitions are provided) of at least 2000 persons (theatre style seating).
- b. Minimum 25 meeting rooms of varying sizes (30 - 200 persons) of minimum total area of 4750 sqm with total seating capacity of at least 2000 persons.
- c. Minimum 2 Exhibition halls of 5000 sqm each.⁹

Bidders may provide more number of banquet / convention halls of suitable capacity, apart from the above mentioned mandatory facilities.

⁷ This specification should, however, not be construed to mean that total capacity of the convention hall shall be for 8000 persons. It should be configured in a manner that when it opens out into a single hall it can seat 12000 persons

⁸ Guidance is provided to the Bidders that the main halls may be further partitionable to the extent that is technically feasible

⁹ Guidance is provided to the Bidders that the Exhibition halls may be further partitionable to the extent feasible

Bidders are expected to provide pre-function areas, public service areas, back office area and support areas supporting the above facilities in accordance with international norms and to build a C&EC comparable to Suntec Convention Center, Singapore. Guidance regarding the design programme is provided in Volume III of the RfP.

The facilities would follow international standard specifications and should not be inferior, in all aspects, to those of Suntec Convention Center, Singapore.

Subject to compliance with the aforesaid overall area minimum requirements for the development of the C&EC facility, the Bidder may utilise such of the excess areas, if any (however, within the allocated 86,400 sqm) either for subsequent phases of C&EC development and/ or for utilisation towards the Public and Semi Public (PSP) facilities (Socio Cultural and Community facilities only) that form part of the Additional Facilities to be developed in accordance with Clause 1.4.3 of this RfP¹⁰.

1.4.2 The Hotel complex should include:

- a. Room Inventory of at least 800 rooms with one hotel of at least 300 rooms, in a five star category or above.

Maximum permissible Built Up Area/ Floor Area for Hotel Complex development is 60,000 sqm

1.4.3 Additional Facilities would include:

- a. Commercial space shall not exceed 20% of the maximum permissible Built Up Area / Floor area allocated for the Project i.e., 20% of 1,83,000 sqm, working out to 36,600 sqm. This area may be utilized for commercial purposes complementing the above facilities and would include, for aggregation purposes, commercial spaces provided as stand alone facility (ies) and/ or any commercial space(s) provided as part of the C&EC and Hotel complexes.
- b. Other facilities including recreational and **Public and Semi Public Spaces facilities (Socio Cultural and Community facilities only)**, services and assets which the Lessee may build, provide, within the Demised Plot complementing the C&EC and as permissible by the land use of the Plot.

The Project would comprise associated infrastructure, services, utilities, roads, and green areas, as described in the Development Control Guidelines for the Demised Plot and as set out in detail under Clause 1.8, Table 3 below.

¹⁰ Bidders may note that the mandatory minimum requirement of 60,000 sqm for the C&EC facility shall not include the areas utilised towards such PSP facilities.

1.5 Scope of Work of the Lessee

The detailed scope of services and requirements to be fulfilled are set out in the Draft Lease Deed and the schedules thereto, attached as Volume II of this RfP document.

1.6 Rights of the Lessee

- a. The grant of **lease shall be for perpetuity**¹¹. The relationship between DDA and the successful bidder will be set forth and described under the terms and conditions of the Lease Deed to be entered between DDA and the selected bidder.

1.7 Particulars of Land & Construction guidelines

- 1.7.1 Land admeasuring about 14 hectares or 140000 sqm of plot area is allotted for the development of International Convention and Exhibition Centre, Hotels and Allied Commercial Facilities.
- 1.7.2 Variation, if any on the land measurement from the plot area referenced at 14 hectares for the purposes of this RfP, would, at the time of the allotment the land, be apportioned between the Convention & Exhibition Centre, Hotel complex and the Commercial areas, on a proportionate basis.
- 1.7.3 The successful bidder may locate the facilities as per their concept plan, which shall confirm to the overall development norms and which shall be approved by DDA. The development norms shall be applicable to the plot on an integrated basis. The allocation of the permissible Built Up Area between the project facilities is covered as part of the Development Control Guidelines and provided in Table 3, under Clause 1.8 below.
- 1.7.4 The plots in the vicinity are not as yet developed with the roads, storm water drainage, water supply and underground sewerage.
- 1.7.5 DDA will make provisions for peripheral services (power and water supply etc) around the site. The Lessee shall be required to make their own arrangements with regard to the internal services.
- 1.7.6 The Lessee will have to apply for water & power supply, gas & telephone facilities, to the appropriate authorities.
- 1.7.7 The development of infrastructure in the vicinity will proceed in accordance with and subject to plans and programmes of the Delhi Development Authority (DDA). Failure to accomplish such plans for

¹¹ Conditions apply

whatsoever reasons, or non-availability of the infrastructure amenity will not relieve the Lessee of the obligations devolving upon him.

1.8 Guidelines for the proposed Demised Plot & Construction requirements

- 1.8.1 Land-use of the Demised Plot permits hotels, convention & exhibition center and commercial facilities as per the below mentioned norms. The Development Guidelines for the proposed site are as follows:

Table 3 - Allocated areas and Development Control Guidelines

C&EC Complex -

S.No	Facility	Parameter	Norms
	International Convention & Exhibition Centre, Dwarka (C&EC Complex)		
1		Max. Permissible Built Up Area	86,400 sqm
2		Parking standard	2 equivalent car space (ECS) for every 100 square meter of floor space (3 ECS for commercial Component). Car parking area to be free of FSI.
3		Height Restrictions	No restrictions, Permissibility is subject to statutory clearances from Airports Authority of India (Department of Civil Aviation).
4		Basement	Minimum two level basements for parking to be provided.

Hotel Complex

S.No	Facility	Parameter	Norms
II	Hotels¹²		
1		Max. Permissible Built Up Area	60,000 sqm
2		Parking standard	3 equivalent car space (ECS) for every 100 square meter of floor space.
3		Height Restrictions	No restrictions Permissibility is subject to statutory clearances from Airports Authority of India (Department of Civil Aviation).
4		Basement	Minimum two level basements for parking to be provided

¹² Development Control Norms for hotels shall be governed as per the Master Plan of Delhi

Commercial Complex

S.No	Facility	Parameter	Norms
III	Commercial*		
1		Max. Permissible Built Up Area	20% of the Permissible FAR for the plot i.e. 36,600 sqm
2		Parking standard	3 equivalent car space (ECS) for every 100 square meter of floor space.
4		Height Restrictions	No restrictions subject to statutory clearances from Airports Authority of India (Department of Civil Aviation).
5		Basement	Minimum two level basements for parking be provided.

(*) Commercial would mean commercial as defined and accepted under the Master Plan of Delhi.

S.No	Facility	Parameter	Norms
III	Open spaces / recreational use / Circulation		Minimum 20% to be developed as Mandatory Green

1.8.2 Maximum Ground coverage of 30% (plus 5% for the atrium) is permissible for the entire plot on an integrated basis.

1.8.3 Other Conditions required to be met with regard to the Project as specified in the Development Control regulations are as follows:

- a. The utilities such as underground water storage tank, roof top water harvesting system, separate dry and wet dustbins, post delivery counter etc. are to be provided within the plot. All hotels restaurants, auto workshops etc. will have to make arrangements for solid waste disposal and preliminary effluent treatment.
- b. Individual plots shall provide ESS and generator room within the plot. They have to submit energy consumption / audit at the time of sanction of building plans. All statutory clearances required.
- c. A proper scheme for visitor parking and parking and circulation plan statement may be prepared taking into consideration expected number of visitors for next 20 years.
- d. Parking in basement, on surface area is not counted towards the FAR for the plot.
- e. Parking may be provided for the entire facility in an integrated manner and not necessarily for each building. Demand to be calculated as per the table 3
- f. Engineering services / utilities, whether on or below ground are free of FAR
- g. Services, utilities & Maintenance Staff Buildings as per Master Plan for Delhi
 - 1 ESS
 - 2 STP facility

- 3 Waste Disposal facility
 - 4 Police Post
 - 5 Fire post
 - 6 Multilevel parking
 - 7 Water Treatment/ Purification / Recycling facilities
 - 8 Watch & Ward and essential maintenance staff quarters up to 5% of the FAR of the PSP & Ancillary facility/Component.
- h. Open spaces / Recreational use / Circulation**
- Minimum 20% of the Demised Plot Area of 14 Ha (i.e. 2.8 Ha) is to be developed as **Mandatory Green**
 - Setbacks and other norms shall be as per Master Plan of Delhi.
- i.** A Helipad is to be provided within the Demised Plot subject to Clearances from the Airport Authority of India (Department of Civil Aviation) and other security clearances. The Helipad shall be provided as part of the overall 14 Ha allotment and no additional land shall be provided for the same.
- j.** The approval of the plans should be in two stages. The first stage would involve the approval of Concept plan, layout plan, etc and the second stage would involve the EIA/EMP clearances, approval of Building Plans etc. as provided in the Draft Lease Deed.

1.9 Design Regulations

- 1.9.1 Mandatory facilities specified in the Draft Lease Deed shall be the overarching design consideration that would be applicable to the project as a whole and binding on the private party.
- 1.9.2 The Convention & Exhibition Centre (C&EC) of minimum 60,000 sqm of built up area is to be provided.
- 1.9.3 Within the C&EC, the Convention Hall of a minimum seating capacity of 12000 (theatre style), shall be a column less structure. Telescopic seating shall be provided to enable complete visibility for the 12000 seater hall.
- 1.9.4 The Convention Hall shall be flexible; partitionable into three halls¹³ (soundproof) as provided in 1.4.1. This facility is to be constructed in accordance with the international standards and specifications **which are not inferior to Suntec Convention Center, Singapore.**
- 1.9.5 The Convention Hall shall be designed for multipurpose uses. It is intended that, in keeping with modern trends and available technology, maximum “multi-purpose” use be made of the spaces available within the C&EC. The facilities should be amenable for sporting and cultural events.

- 1.9.6 The Convention Hall shall be equipped with Simultaneous Interpretation Systems (SIS) and state of the art audio-visual equipment.
- 1.9.7 The Convention Hall and Exhibition Halls shall be located on the ground or first / upper levels with a suitably impressive entry, security and foyer area.
- 1.9.8 The C&EC shall provide at least two exhibition halls of minimum 5000 sqm area for exhibitions. An average clear height of minimum 10 meters to be provided. The entire area shall be fully air-conditioned. The facility should be flexible and be partitioned into smaller halls on a need basis. Further there should be provision for outdoor exhibition areas. The facility shall be integrated with the Convention area to economise on space requirements and promote multipurpose functions and utilization as banquet facilities on need basis.
- 1.9.9 A minimum 25 rooms of seating capacity varying from 30-200 persons shall be provided. The total seating capacity of at least 2000 is to be provided within the meeting rooms. A minimum of 4750 sqm meeting space is to be provided on the whole. Base level technical specifications are further elaborated in Schedule 5.
- 1.9.10 The above mentioned facilities within the C&EC must be supported by pre function areas (receptions, foyers etc.) and public service areas, back office areas/support areas (kitchen, backstage areas, stores, projection/equipment rooms) in accordance with international norms. Thus a minimum built up area for C&EC is specified as 60,000 sqm to support the above mentioned.
- 1.9.11 Suitable Security provision for VVIP's and dignitaries visiting the C&EC.
- 1.9.12 A Helipad to be provided within the Demised Plot with permission from Airports Authority of India (Department of Civil Aviation).
- 1.9.13 Socio cultural facilities and community facilities shall be permitted in the Project Facility if provided within the overall FAR permitted for the Project. Commercial facilities to be strictly within the provided FAR in 1.4.3. Indicative listing of permissible facilities is provided in 1.10.10

1.10 Construction Requirements

- 1.10.1 The Development Controls, Construction Requirements, Project Development Plan and Project Construction Milestones are provided in the draft Lease Deed. Some features are described in this Section 1.10

- 1.10.2 The maximum height from ground level of any buildings within the site has to be as permitted by Airports Authority of India (Department of Civil Aviation).
- 1.10.3 The ground coverage has been defined for the Project Facilities on an integrated basis.
- 1.10.4 The setbacks prescribed under the Delhi Building Byelaws, 1983 shall be considered for the purpose of the project for the entire plot.
- 1.10.5 The Lessee shall provide adequate area for parking in accordance with the provisions as provided above in table 3.
- 1.10.6 The Successful Bidder shall obtain all the necessary clearances (including Environmental Clearances) / permissions required from the statutory authorities and government organisations. Details are provided in the draft Lease Deed.
- 1.10.7 The total land area available for the development of the Project is 14 hectares. This shall include land for residential quarters (watch & ward facility) and all common site services and infrastructure facilities as per the norms outlined in table 3 given above.
- 1.10.8 Not used.
- 1.10.9 It is intended that the Lessee develop the Complex in a way to attract a variety of uses with complementary areas of activity. In order to do this a wide range of uses are permitted and complete flexibility allowed for the additional facilities.
- 1.10.10 An illustrative list of permissible activities for the Additional Facilities is given below
 - a. Hotels
 - b. Restaurant / Food & Beverage facilities
 - c. Shopping Malls including multiplexes
 - d. Commercial Offices and ancillary support units
 - e. Health Facilities such as Clinics, spas etc.
 - f. Entertainment Centre
 - g. Sporting facilities
 - h. Clubs
 - i. Socio Cultural and Community facilities as per Master Plan of Delhi
- 1.11 **Commercial considerations underlying the Proposal**
 - 1.11.1 The financial bid parameter is the “**Lease Premium**”
 - 1.11.2 The Successful Bidder will be required to pay the Lease Premium quoted for the Project within 90 days of the issue of Allotment letter.

- 1.11.3 If the area of the plot is found at variance from the area mentioned in this document then the difference of lease premium payable shall be as per the Rules and Regulations of DDA in this regard.
- 1.11.4 Lease premium shall be payable by means of a Demand Draft drawn in favor of DDA on a nationalized/scheduled bank and payable at New Delhi. The entire payment shall be made within 90 days from the award of Allotment Letter as further detailed in Clause 20.6 of this RfP.
- 1.11.5 **Ground Rent** shall be a yearly rent, payable in accordance with the provisions of the Draft Lease Deed.
- 1.11.6 The Lessee will be required to take possession of land after making full payment of premium within the prescribed period and submission of stamped Lease Deed papers.
- 1.11.7 The Lease Deed shall be executed in favour of the Successful Bidder by DDA within 7 days of taking over the possession of land by the Lessee and subject to the satisfaction of other requirements of the RfP.
- 1.12 Time period for completion & Liquidated Damages**
- 1.12.1 It is proposed that, for the purposes of Time period / milestones, the Core Project facility would be defined as including the facilities viz., C&EC and one hotel of at least 300 rooms of a five star category or above category.
- 1.12.2 The Core Project facility as defined above is to be built within a period of 32 months from the date of execution of Lease Deed. The balance of the Mandatory Facilities (i.e., the balance Hotel Inventory) and the Additional Facilities are to be completed in a time span of 40 months from the date of execution of the Lease Deed. The milestones for completion are provided in **Schedule 8** of the Draft Lease Deed.
- 1.12.3 The Scheduled Project Completion Date, SPCD would be stipulated as 40 months for the aggregate Project Facilities. A delay of more than 120 days from the SPCD shall attract termination provision.
- 1.12.4 Any delays with regard to the time period for each of the milestones stipulated, shall attract payment of liquidated damages for the periods of such delay in meeting the particular milestone (End Dates) in accordance with Draft Lease Deed.
- 1.12.5 The Lessee will have to construct the Convention & Exhibition Centre along with the Five Star hotel (Core Project Facility) and obtain Core Project Commissioning Certificate from DDA before applying for Additional Facilities Commissioning Certificate from DDA.
- 1.12.6 The Performance Security shall be by way of a bank guarantee from a nationalized/scheduled bank for an amount equivalent to 5% of the Lease Premium, in favor of DDA payable in Delhi. The Performance Security that is provided by the Successful Bidder is to be kept valid for 52 months from the date of execution of the Lease Deed.

Appendix 2 A

**PRINCIPLES OF THE MEMORANDUM OF AGREEMENT TO BE
EXECUTED BETWEEN THE MEMBERS OF A CONSORTIUM
(on a stamp paper of relevant value)**

In case of a Consortium, the principles based on which the Memorandum of Agreement (MoA) shall be executed between the Consortium Members, are stated below:

- a. The MoA shall contain a commitment and undertaking from the Consortium Members that they shall retain the shareholding pattern in accordance with the MoA, submitted to DDA as part of the Proposal Submission, till the Appointed Date.
- b. The MoA should clearly designate one of the Consortium Members as the Lead Member. The Lead Member shall hold the largest equity, not being less than 26% shareholding in the equity capital of the SPC.
- c. The MoA shall contain a categorical and unqualified confirmation that the parties have read the contents of the RfP, the draft lease deed and its schedules of the Project and having understood the same, agree to
 - i. abide by the conditions of the RfP;
 - ii. establish and incorporate a SPC in accordance with the RfP and Allotment letter issued by DDA, if the Project is awarded to them; and
 - iii. submit the Bid Security and EMD, as provided in the RfP, and simultaneously acknowledge that in the event of non-compliance to the conditions of the RfP and letter of allotment, the Bid Security and EMD will be forfeited by DDA.
- d. The MoA shall contain the shareholding commitments by the Consortium Members
 - i. A commitment from the Lead Member that it shall hold:
 - a minimum equity stake of 26% of the shareholding in the equity capital of the SPC for at least 10 years from the Appointed Date
 - not less than the equity holding of any other Consortium Member in the SPC for at least 10 years from the Appointed Date.
 - ii. All Consortium Members who hold more than 15% equity shall, in aggregate, hold:
 - at least 76% shareholding in the equity capital of the SPC till 5 years from the Appointed Date and, thereafter
 - at least 51% shareholding in the equity capital of the SPC till 10 years from the Appointed Date

- e. The MoA shall be duly signed by each of the Consortium Members.
- f. The MoA shall be binding on each of the Consortium Members.
- g. The MoA shall be executed on an appropriate stamp paper and registered.
- h. The MoA shall be specific to this Project.
- i. The MoA shall be valid for a minimum of twelve months (from the last date for submission of the Request for Proposal. The validity period of the MoA shall be extendable on the original terms, if required by DDA

Appendix 2 B

FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(On a Stamp paper of relevant value)

POWER OF ATTORNEY

Whereas the DDA has invited applications from interested parties for _____ (“the Project”)

Whereas M/s¹⁴ _____ and M/s _____ are members of the Consortium having signed the Memorandum of Agreement dated _____ with the equity of ____%.and ____% respectively.

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP Document) and other connected documents in respect of the Project, and

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

Whereas, we M/s _____, M/s _____ and M/s _____ have agreed to designate and appoint M/s _____ as Lead Member vide Board of Director's resolution dated _____ which was approved on _____.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. _____, M/s _____, and M/s. _____ (the respective names and addresses of the registered office) do hereby designate M/s _____ being one of the members of the Consortium, as the Lead Member of the Consortium, is authorized to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s Proposal for the Project, including submission of application/ proposal, participating in conferences, responding to queries, submission

¹⁴ As many members as there are, in the Consortium

of information/ documents and generally to represent the Consortium in all its dealings with DDA, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Lease Deed is entered into with DDA

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

In witness of above the seal of the Company is affixed hereto.

Dated thisDay of2007

.....

(Executants)

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

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

Appendix 3

Covering Letter
(On the Letterhead of the Applicant Company)

Date:

To
The Deputy Director, Commercial Land
Delhi Development Authority
Vikas Sadan
New Delhi - 110023

Ref: Grant of Lease for the Development of an International Convention & Exhibition Centre, Hotels & Allied Commercial facilities at Dwarka, Delhi, India

Dear Sir,

Being duly authorised to represent and act on behalf of
(hereinafter referred to as "the Bidder"), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of *(Name of Bidder)* for the abovementioned Project in one (1) original and one (1) duplicate, with the details as per the requirements of the RfP, for your evaluation.

We confirm that our Proposal is valid for a period of 12 months from *(insert Proposal Due Date)*.

We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Lease Deed, a draft of which also forms a part of the RfP document provided to us.

Yours faithfully,

For and on behalf of
Name of Bidder - (Lead Member of the Consortium)

Duly signed by the Authorised Signatory of the Bidder

(Name, Title and Address of the Authorised Signatory)

Appendix 4

Details of Bidder
(On the Letter Head of the Bidder)

1.
 - (a) Name of Bidder
 - (b) Address of the office(s)
 - (c) Date of incorporation and/or commencement of business
2. Brief description of the Bidder's main lines of business. (In case of SPC the main lines of business of the Consortium Members)
3. Details of individual(s) who will serve as the point of contact / communication for DDA with the Bidder:
 - (a) Name :
 - (b) Designation :
 - (c) Company/Entity :
 - (d) Address :
 - (e) Telephone number :
 - (f) E-mail address :
 - (g) Fax number :
 - (h) Mobile number :
4. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Bidder:
 - (a) Name :
 - (b) Designation :
 - (c) Company/Entity :
 - (d) Address :
 - (e) Telephone number :
 - (f) E-mail address :
 - (g) Fax number :
 - (h) Mobile number :

FORMAT OF THE LETTER OF COMMITMENT

(The Letter of Commitment is to be submitted by the Bidding Company/ each of the Consortium Members of the Bidding Consortium)

To
The Deputy Director, Commercial Land
Delhi Development Authority
Vikas Sadan
New Delhi - 110023

Dear Sir,

Ref: Grant of Lease for the Development of an International Convention & Exhibition Centre, Hotels & Allied Commercial facilities at Dwarka, Delhi, India

This has reference to the Bid being submitted by _____
(name of the Bidding Company or of the Lead Consortium Member in case of a Bidding Consortium), in respect of the abovementioned Project.

We hereby confirm the following:

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

1. The Request for Proposal / Tender Document issued by DDA;
2. All subsequent communications between DDA and the Bidder, represented by _____
(name of the Bidding Company or of the Lead Member;
3. The MoA signed between/among _____ *(name(s) of Consortium Members¹⁵); and*
4. The Bid being submitted by _____ *(name of the Lead Member in case of a Bidding Consortium¹⁶).*

Dated this the _____ Day of _____ 2006
For _____

(Name and designation of the person(s)
signing on behalf of the Bidder/Consortium
Member)

¹⁵ *(applicable only for a Bidding Consortium)*

¹⁶ *(applicable only for a Bidding Consortium)*

Appendix 6

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Stamp paper of relevant value)

POWER OF ATTORNEY

Know all men by these presents, We.....(name of the Bidder **(Lead Member in case of Consortium)** and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms..... (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to, for the development, operation and management of the International Convention and Exhibition Centre, Hotels and Allied Commercial Facilities(hereinafter referred to as "Project") basis, on behalf of Delhi Development Authority (hereinafter referred to as "DDA"), including signing and submission of all documents and providing information/responses in all matters in connection with our Proposal for the Project including signing of all affidavits, indemnity bond etc.

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

Dated this the _____ Day of _____ 2006

For _____

(Name and designation of the person(s)
signing on behalf of the Bidder)

Accepted

_____(Signature)

(Name, Title and Address of the Attorney)

Date:

Note:

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

NOT USED

Anti-Collusion Certificate

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

We further confirm that we have neither offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated thisDay of, 2007,

.....

(Name of the Bidder¹⁷)

.....

(Signature of the Authorised Person)

.....

(Name of the Authorised Person)

Note:

1. *On the Letter head of the Company / Lead Member of Consortium*

¹⁷ Names of all members in case of SPC

Qualification Criteria

Project Development & Financial Capability of Bidders

Name of Bidder:

A. Project Development Capability (Details for any one of the two criteria given below)

S.No	Qualification Criteria	Details
1	Developed at least one related sector project ¹⁸ with a project cost of at least Rs. 100 Crores (Rupees One hundred Crores) in the last three Financial Years, or	Name of the Ongoing Business entity / Consortium Member of the Consortium together with the shareholding in the Consortium ¹⁹ , Project offered for evaluation and the equity holding in the project (in the case of Consortium)
2	Developed at least one Core infrastructure project ²⁰ with a project cost of at least Rs. 200 Crores (Rupees Two hundred Crores) in the last three Financial Years.	

AND

B. Financial Capability (Details for both the criteria given below)

1	Minimum Net worth as at the end of the most recent Financial Year (FY 2006) of Rs. 100 crores (Rupees One hundred crores); and,	NW of the ongoing Business Entity/ NW of all the Consortium Members of the Consortium who hold more than 26% in the Consortium together with the mention of the shareholding in the Consortium.
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¹⁸ Includes entertainment projects, Convention Centre, Exhibition facilities, Hotels, Resorts, Leisure, Recreation and Sports Complexes, Real Estate projects, Commercial complexes

¹⁹ Only those who have shareholding in the equity capital of the Consortium equal to or greater than 26% can submit their projects for consideration.

²⁰ Core sector would be deemed to include power/energy projects, roads, expressways, bridges, tunnels, airfields, telecom, ports, railways, industrial parks, petroleum and natural gas, petrochemicals, steel, cement, fertilisers, mining, pipelines, irrigation, water supply, sewerage, and automobiles.

2	Minimum average annual turnover of Rs. 200 crores (Rupees Two hundred crores) over the last 3 (three) Financial Years (FY 2004, FY 2005 & FY 2006)	Turnover of the ongoing Business Entity/ Turnover of all the Consortium Members of the Consortium who hold more than 26% in the Consortium together with the mention of the shareholding in the Consortium
---	--	--

Supporting Documents

The following documents, specified for each category and tasks under each category, would need to be submitted to support the Bidder's claim of experience stated in the tables above.

S.No.	Qualification Criteria	Supporting Documents
1	Developed at least one related sector project ²¹ with a project cost of at least Rs. 100 Crores (Rupees One hundred Crores) in the last three Financial Years.	<ul style="list-style-type: none"> ● Certificate from agency(ies) clearly specifying the project detail, categorisation, date of completion and commissioning, and the project cost, for the project(s) developed in the relevant years, AND <ul style="list-style-type: none"> ● Certificate from Independent Auditor⁸ substantiating the project related details as above AND <ul style="list-style-type: none"> ● Certification from the Independent Auditor substantiating the equity holding, by the Bidder as on the date of completion and commissioning in the project under consideration.

²¹ Includes entertainment projects, Convention Centre, Exhibition facilities, Hotels, Resorts, Leisure, Recreation and Sports Complexes, Real Estate projects, Commercial complexes

2	Developed at least one Core infrastructure project ²² with a project cost of at least Rs. 200 Crores (Rupees Two Hundred Crores) in the last three Financial Years.	<ul style="list-style-type: none"> • Certificate from agency(ies) clearly specifying the project detail, categorisation, date of completion and commissioning, and the cost for the project(s) developed in the relevant years, AND <ul style="list-style-type: none"> • Certificate from Independent Auditor⁸ substantiating the project related details as above AND <ul style="list-style-type: none"> • Certification from the Independent Auditor substantiating the equity holding, by the Bidder as on the date of completion and commissioning in the project under consideration
3	<p>Minimum Net worth as at the end of the most recent Financial Year (FY 2006) of Rs. 100 crores (Rupees One hundred crores);</p> <p>and.</p> <p>Minimum average annual turnover of Rs. 200 crores (Rupees Two hundred crores) over the last 3 (three) Financial Years (FY 2004, FY 2005 & FY 2006)</p>	<ul style="list-style-type: none"> • Copy of Audited Annual Report AND <ul style="list-style-type: none"> • Certification from an Approved Independent Auditor²³ OR <ul style="list-style-type: none"> • Copy of the unaudited annual report AND <ul style="list-style-type: none"> • Undertaking from the Bidder in case of submission of an Unaudited annual report AND <ul style="list-style-type: none"> • Certification from the Statutory Auditor counter signing this Undertaking

General Instructions to all Applicants:

1. The latest financial year shall be the FY 2005-06 for the purposes of this evaluation
2. The Applicant shall provide the supporting documents including the audited annual financial statements as required by this RfP. Failure to do so would be considered as a non-responsive Proposal.
3. The Independent Auditor issuing the certificate should clearly indicate his/her membership number assigned by the Institute of Chartered Accountants of India (ICAI) or equivalent organisation abroad.

²² Core sector would be deemed to include power/energy projects, roads, expressways, bridges, tunnels, airfields, telecom, ports, railways, industrial parks, petroleum and natural gas, petrochemicals, steel, cement, fertilisers, mining, pipelines, irrigation, water supply, sewerage, and automobiles.

²³ The independent auditor issuing the certificate should clearly indicate his/her membership number assigned by the Institute of Chartered Accountants of India (ICAI) or equivalent organisation abroad.

4. Experience of parent/subsidiary/associate Company (ies) of the Consortium Members of the SPC/ ongoing Business Entity would not be considered.
5. Net Worth = (Subscribed and Paid-up Equity + Reserves) - (Revaluation reserves + Miscellaneous expenditure not written off).
6. Turnover = The Total Amount of gross receipts, from activities in the normal course of business, as per the annual report and as adjusted with any qualifications in the Auditors Report
7. The Applicant should clearly indicate the calculations and references in the financial statements in arriving at the above numbers in an attached worksheet.
8. In case the Company Financial Statements are not in Indian Rupees the conversion to Indian Rupees shall be clearly indicated. In all such cases, the original figures in the relevant foreign currency and the INR equivalent thereof must be given. The exchange rate(s) applied shall be clearly stated. DDA reserves the right to use any other suitable exchange rate for the purposes of evaluation uniformly for all Bidders.
9. The Applicant shall be required to submit an Affidavit in the format set out at Appendix 9B.

Other Specific instructions to all Applicants

1. Refer to clause 17.2 of the RfP document for the details of evaluation relating to Consortium.
2. As proof of financial soundness - the Bidder (Consortium Member(s) in case of a Consortium) shall submit a Certificate of Solvency from a nationalized/scheduled bank(s), proving therein, that the Applicant Company (Consortium Member(s), in case of a Consortium) has the financial capacity to pay the Lease Premium.

Not Used

Appendix 9A

Appendix 9 B

DRAFT FOR AFFIDAVIT.

[To be given by each Applicant on Stamp Paper of applicable value by the Bidding Company/each of the Consortium Members].

I, _____ son of _____ resident of _____ having been duly authorized on behalf of the Bidder/Consortium. Do hereby solemnly affirm and declare as under:

That whereas, I have submitted a tender for the land thereon at Sector 24, Dwarka, New Delhi.

Now, therefore, I, the undersigned, do hereby certify that all the information supplied is accurate, true and correct.

The undersigned also authorize(s) and request(s) any bank, person or firm to furnish any information requested by the DDA, to verify any pertinent information deemed necessary and for otherwise inquiring about our reputation.

The undersigned also understands and agrees to supply any further information as may be required by DDA.

The undersigned also understands that furnishing of false information could result in disqualification of his company for the award of perpetual lease, and if so awarded the cancellation of the said perpetual lease.

[Signed by an Authorized Signatory of the Company/]:

Title of Officer.....

Name of company.....

Date.....

Appendix 10a

PRELIMINARY PROJECT DEVELOPMENT PLAN
A. TECHNICAL SPECIFICATIONS
DESIGN PROGRAM OF CONVENTION & EXHIBITION CENTRE²⁴

S.No	Facility	Minimum capacity (persons)	Units	Unit area (sqm)	Area (sq m)	Height (m)
1	Convention Hall	12000				
	Auditorium	4000				
	Convention hall	2000				
	Banquet hall	2000				
2	Other halls					
3	Meeting / Breakout Rooms		Minimum 25 units of varying types / sizes			
	Type ...					
	Type ...					
	Type					
	Total Meeting Area	2000			4750	
4	Food and Beverages					
	Fine Dining					
	Dining Hall					
	Food Court					
	Bar					
	Total Dining areas					
5	Exhibition Hall 1		1	5000		
	Exhibition Hall 2		1	5000		
6	Green Rooms					
7	Entrance/lobby/foyer					
8	Misc. Facilities					

Support areas

		Area (sqm)
1	Kitchen	
2	Back office areas/service areas	
3	Other Services	
	Quasi Retail space - banks, travel agency, etc.	
	Business centre and secretariat	

²⁴ The mandatory requirements by DDA are given as above and the Successful Bidder is required to provide the details of the remaining facilities and submit. DDA reserves the right to update this table, if necessary at the material time.

	Media centre	
4	Public Services Area	
	Admin office	
	Stores	
	Engineering area	
5	Support areas	
	Wall areas	
	Circulation space	
	Core, lift, shaft, etc.,	
	Wet areas	
	Total Other Service Area	
6	Parking Area Required	
	Surface	
	Basement level 1	
	Basement level 2	
	Others	

B. PRESENTATION OF PRELIMINARY PROJECT DEVELOPMENT PLAN

a. Overall **Concept Plan** including landscaping & circulation plan.

- Concept Plans of Mandatory Facilities and Additional Facilities as indicated in Schedule 3 of the Draft Lease Deed to be provided to DDA with component-wise area allocation, and FAR utilizations - separately for convention & exhibition center, each of the planned hotels and commercial complex including arrangements envisaged for differential access to the different facilities.
- Individual Building plans showing footprints for the proposed components.
- Sectional views
- Physical 3D model of the project
- Computerized 3D virtual walk through of proposed development.
- Plan to meet the proposed area specifications & details of the convention center such as plan areas, seating and room capacity, car park capacity, with broad outline specifications, equipments etc.
- Plan for commercial development as applicable to the project and the proposed end-usage and areas. Compatibility with the planned long-term development of project and related land-uses, possibility of phased expansion.
- Scheme for provision of Utilities (Lighting, water supply & drainage, fire services etc.).
- Broad level specifications to be followed for the C&EC (comparable to with the Suntec Convention Centre, Singapore.
- Planned site infrastructure

b. The Successful Bidder should also provide details of the Architect Firm to be engaged & contractor to be associated for construction of facilities and demonstrate proof of their association/engagement to DDA for the project. The Bidder is required to associate architects and / or contractors with previous

experience of developing international convention and/or exhibition centers in India and/or internationally

- c. Project Implementation Schedule
- d. Plan for resource mobilization including
 - (a) plant & equipment,
 - (b) personnel and
 - (c) financial (estimated project cost, proposed arrangement of funds – debt & equity).

Appendix 10b

COMPLIANCE WITH THE PROPOSED MANDATORY CONFIGURATION

The construction of the International Convention & Exhibition Centre shall be in accordance with the minimum capacities/areas/ technical specifications as set out in the RfP document (read together with the Draft Lease Deed, the Project Information Memorandum). DDA **may** permit certain deviations to these parameters. The table below captures the proposed capacity/ areas/ technical specifications against the various facilities and the permitted variations.

The Lessee is required to stipulate in column 3, of table below, either

- A. That the proposed capacities/ areas/ technical specifications would be complied with, OR
- B. That the proposed capacities/ areas/ technical specifications would be complied with, however, within the permitted deviations, OR
- C. That the proposed capacities/ areas/ technical specifications would be deviated.

If the response under column 3 of table below is C, then the Bidder is required to justify the necessity for the deviation in quantitative and qualitative terms. Variations from these proposed capacities/area to suit architectural layouts and lessee's interpretation of market conditions are to be justified. DDA reserves the right to allow or disallow the deviations proposed.

	Type of Facility	Permitted deviations	Proposed deviation by Bidder if any (Increase/ Decrease) with justification
	Column 1	Column 2	Column 3
1	Exhibition Halls : Two Exhibition Hall of minimum 5000 sqm each which can be partitioned to smaller halls, with adequate support areas and docks etc. Large span structure (with columns) with ceiling height of minimum 10 m to be provided. Support spaces over and above the minimum area provided for the halls. Specifications not inferior to Suntec Convention Center,	Variation upto 10% is permitted in hall area. Increase is permissible subject to compliance with the total area allotted for the C&EC & Development Control Regulations.	

	Singapore.		
2	<p>Convention Hall:</p> <p>A Convention Hall capable of seating 12000 persons in theatre style. The hall shall be further partitionable into three main halls with the following capacity:</p> <ul style="list-style-type: none"> i. One auditorium of capacity (aggregate when unpartitioned, if partitions are provided) of at least 4000 persons (theatre style seating). ii. One banquet hall of capacity (aggregate when unpartitioned, if partitions are provided) of at least 2000 persons (theatre style seating). iii. One convention hall of capacity (aggregate when unpartitioned, if partitions are provided) of at least 2000 persons (theatre style seating). <p>Specification not to be inferior to Suntec Convention Center, Singapore.</p>	<p>Reduction upto 10% is permitted in seating capacity, however increase is permissible subject to compliance with the total area allotted for the C&EC & Development Control Regulations.</p>	
3	<p>Hotel Inventory:</p>	<p>Minimum 800 rooms of which a minimum of 300 rooms should be in the five star or higher category.</p> <p>No reduction is allowed in room inventory however increase is permissible subject to compliance with the total area allotted for the Hotel Complex & Development Control Regulations.</p>	

4	Commercial areas	Not to exceed 20% of permissible FAR/Built up Area. Commercial areas would include, for aggregation purposes, commercial spaces provided as stand alone facility (ies) and/ or any commercial space(s) provided as part of the C&EC and Hotel complexes.	
5	Parking:	Refer table 3 of Appendix 1 of this Rfp. No reduction permitted. (Refer table 3 of Appendix 1 of this Rfp)	
6	Green areas	Refer table 3 of Appendix 1 of this Rfp. No deviation permitted.	

Appendix 11

FINANCIAL PROPOSAL

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

DEPUTY DIRECTOR, COMMERCIAL LAND
DELHI DEVELOPMENT AUTHORITY
VIKAS SADAN, INA
NEW DELHI - 110023

Dear Sir,

Subject: Grant of Lease for the Development of an International Convention & Exhibition Centre, Hotels & Allied Commercial facilities at Dwarka, Delhi, India - Financial Proposal

Being duly authorized to represent and act on behalf of_____. (hereinafter referred to as "the Bidder"), and having reviewed and fully understood all of the information provided in the Request for Proposal (RfP) document dated _____ provided to us by DDA in respect of the captioned Project, the undersigned hereby submit below our Financial proposal in response to the RfP.

We acknowledge that the reserve price set by DDA is for the aggregate permissible built up area of 1,83,000 sqm at the Demised Plot and is fixed at Rs. 900,00,00,000 (Nine hundred Crores). Against this reserve price, we hereby make an offer to pay DDA a Lease Premium of Rs_____ (amount in words)_____ (in figures) as a one time payment for Grant of Perpetual Lease of the Plot reserved for the Convention and Exhibition Centre admeasuring 140000 sqm in Sector 24, Dwarka, and shall make the payment in accordance with the Draft Lease Deed forming Volume -II of the RfP before the signing of the Lease Deed.

If our offer is accepted by the DDA and if we fail to pay the Lease Premium amount of Rs.----- (in figures) Rs----- (in words) for the said plot in accordance with the terms and conditions of the Request for Proposal, the Earnest Money Deposit paid by us under this offer shall stand absolutely forfeited to DDA, without prejudice to the rights and powers of DDA to recover compensation for loss or damage, if any, suffered in consequence of such breach by us to so pay the premium to DDA.

We agree to abide by the decision of the Vice Chairman, DDA regarding allotment.

We declare that the information stated herein above is complete and absolutely correct and any error or omission therein, accidental or otherwise, will be sufficient justification for DDA to revoke at any time acceptance of our offer for allotment of the concerned Plot.

We hereby declare that We have read *and* understood the rules governing the allotment of plots, plans and specifications of the land, examined the draft of various agreements, declarations and deeds to be executed and do hereby undertake to execute them when called upon to do so, and abide by the decision of DDA.

We further agree that if the area of the plot is found at variance from 140000 sqm (up to 15% either way in the area of the plot for which the bid was offered) then the difference of lease premium payable shall be determined pro-rata, based on the lease premium paid. Depending upon the actual allotment of the plot area, we may pay to / receive from DDA the remainder of the lease premium. The Lease premium rate per sqm for this purpose shall be calculated by dividing the amount of Lease Premium offered by the highest bidder by the maximum permissible built up area (FAR) in respect of the plot.

We agree to pay the Ground Rent in addition to the lease premium for holding the Nazul Land allotted to us in accordance with the Draft Lease Deed.

We further agree to pay the stamp duty, registration charges and all costs and expenses borne with regard to the registration of the Lease Deed and all other charges and taxes as mentioned in the Lease Deed.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e., [Date] or six months from the date of opening of the Financial proposal, whichever is later.

We understand that DDA is not bound to accept any Proposal they receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of the Entity:

Signature of the Authorized Person

Name of the Authorized Person

Note:

1. On the Letterhead of the Bidder (**Lead Member in case of Consortium**)
2. All amounts mentioned above shall be rounded off to the nearest 100 Rupees.
3. In case of a discrepancy between the Amounts expressed in figures and the amounts expressed in words, the latter shall govern.

Appendix - 12

UNDERTAKING BY BIDDER
(On a stamp paper of relevant value)

We have examined in detail and have understood the terms and conditions stipulated in the RfP Document issued by DDA and in any subsequent communication sent by DDA including the Technical Specifications relating to the Design and Construction Requirements as well as the Development Control Regulations as provided and as are applicable with respect to the Master Plan for Delhi and Delhi Building Byelaws 1983. Our bid is consistent with all the requirements of submission as stated in the Rfp or in any of the subsequent communications from DDA. We would be solely responsible for any errors of omissions in our bid.

We hereby declare that we have read *and* understood the rules governing the allotment of plots, plans and specifications of the land, examined the status and infrastructure facilities etc. available at / around the project site, examined and understood and satisfied ourselves regarding the content of the various agreements, declarations and deeds to be executed and do hereby undertake to execute them when called upon to do so, and commit in unequivocal terms, in letter and spirit, that the Project shall be implemented as per the comprehensive stipulations and requirements that have been spelt out by DDA, in this RfP and Project Agreements including adherence to the areas / capacities/ specifications/ regulations as has been detailed by DDA in this regard.

We also undertake to present the Preliminary Project Development Plan within 60 days of the issue of Allotment Letter and further incorporate in the Project Development Plan all such comments / suggestion provided by DDA, on the Technical Proposal.

We also commit to abide by the decision of DDA on all matters relating to the implementation of the Project and thereafter, the Operations and Maintenance of the Project.

For and on behalf of:

Signature:

(Signature of the Authorised Person)

Name of the Person :

Designation:

Note:

1. Signed by Bidder (Lead Member in case of Consortium)

Appendix 13

Site Layout

Figure 1 – Dwarka Location in Delhi

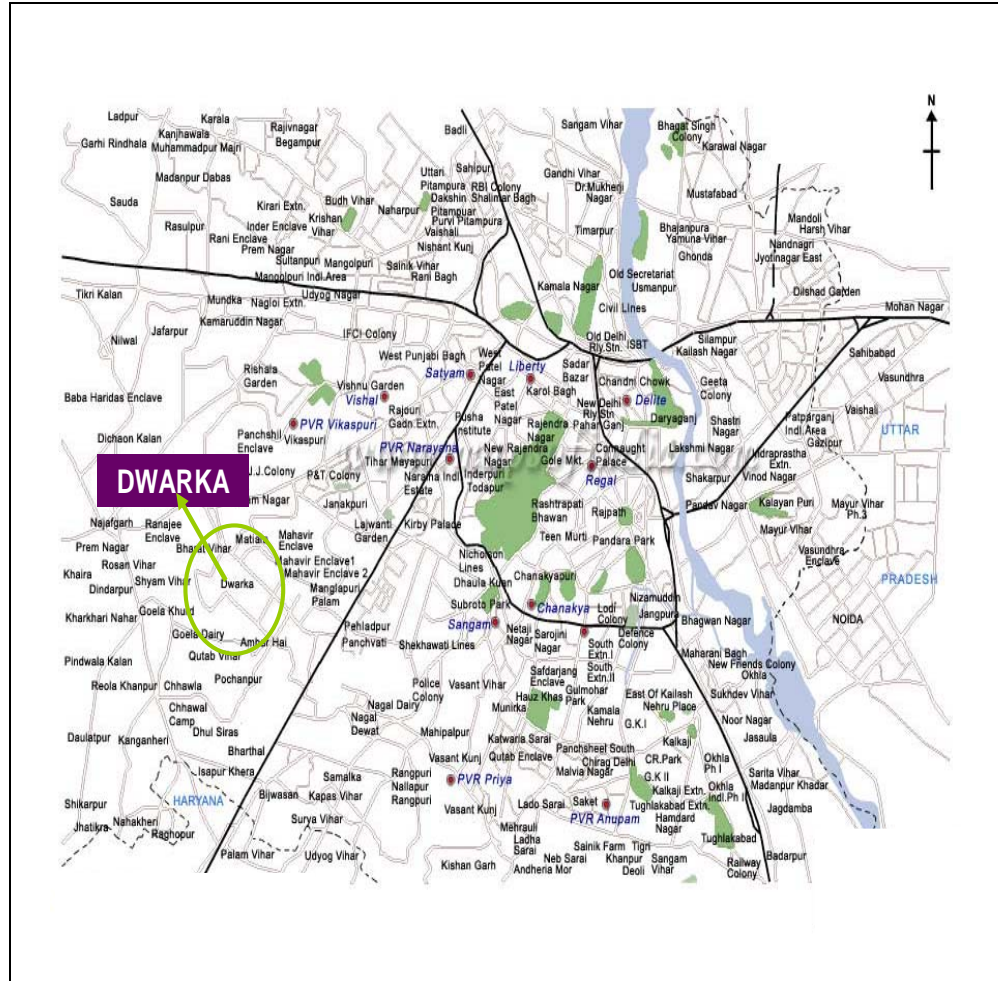


Figure 2 –Location of Site in Dwarka



Figure 3 -Location of Site in Dwarka

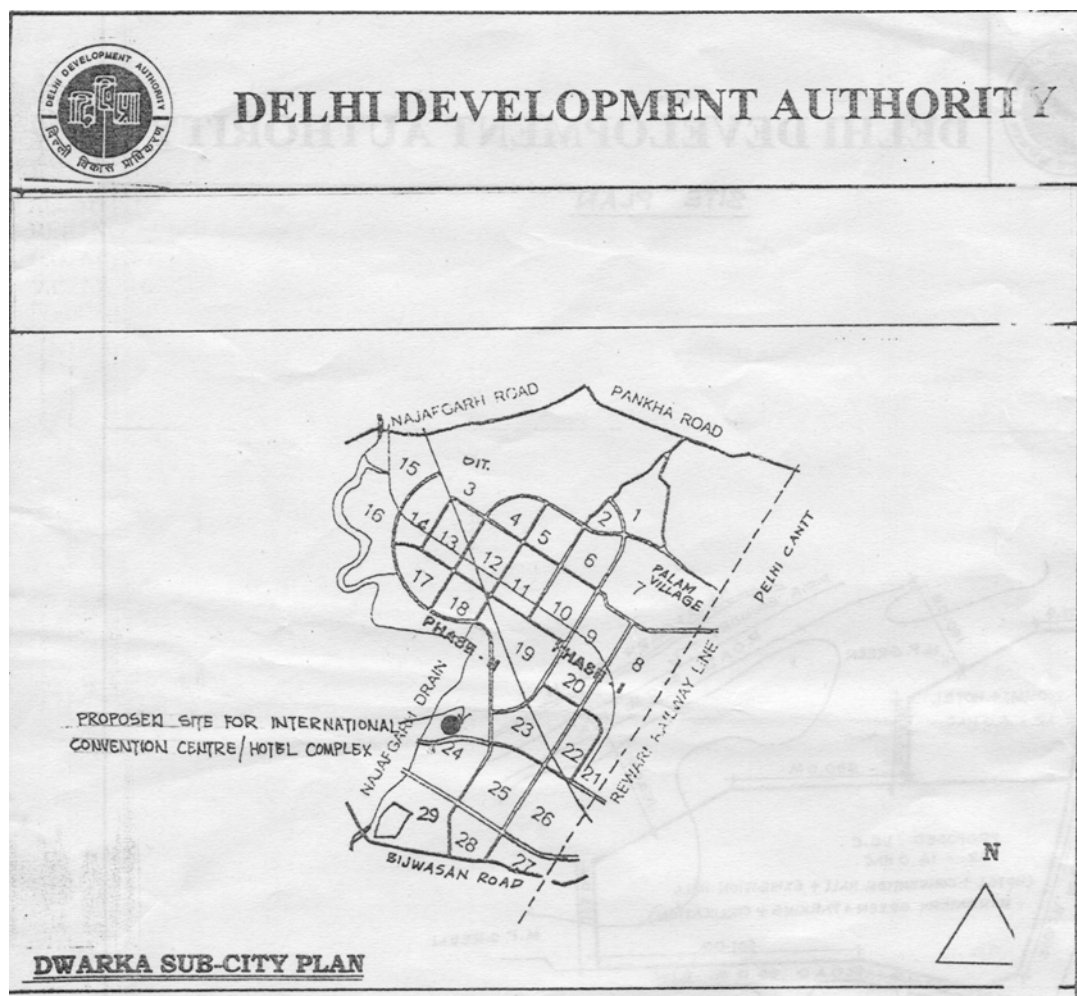
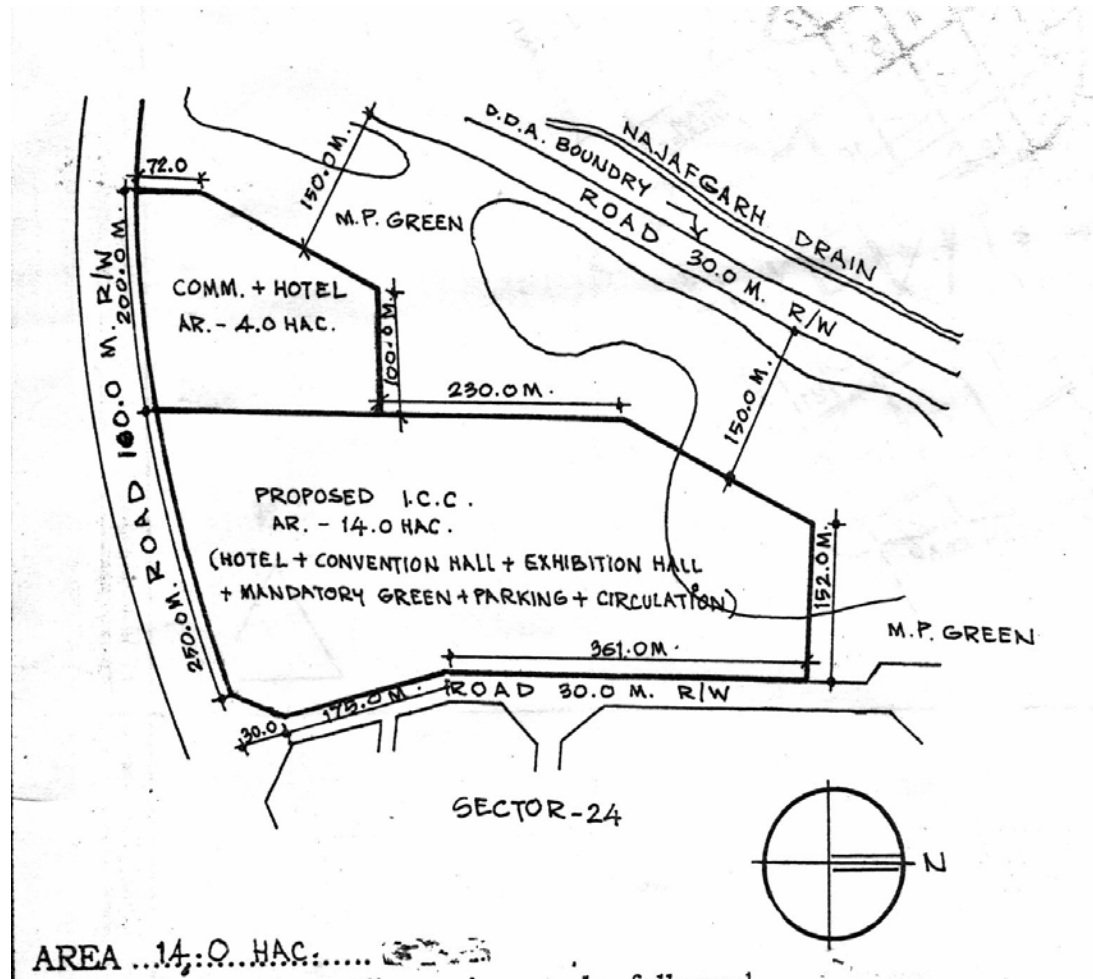
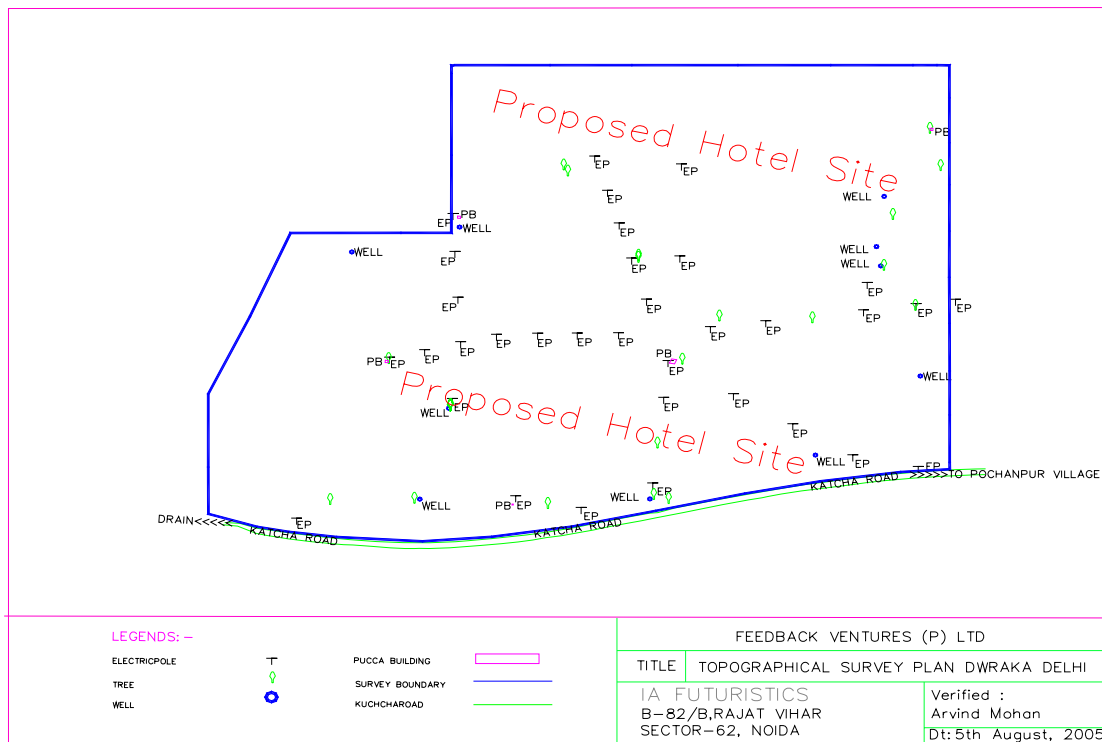


Figure 4 - Site Plan



Appendix - 14

Topographic Survey²⁵

²⁵ The Topographic survey includes the 4 hectare site adjoining the Demised Plot.

Appendix - 15

**PERFORMANCE SECURITY
(PROFORMA OF BANK GUARANTEE)**

THIS DEED OF GUARANTEE executed on this the _____ day of _____ at _____ by _____ (Name of the Bank) having its Head/Registered office at _____ hereinafter referred to as "the Guarantor" which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

In favor of

Delhi Development Authority, represented by _____ (designation of authorised officer), Delhi Development Authority and having its office Vikas Sadan, IND, New Delhi - 110023, hereinafter referred to as "DDA", which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS

A. M/s _____ Ltd., a company registered under provisions of the Companies Act, 1956, having its registered office at _____ (hereinafter called "the Bidder") which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns, intends to tender for the development of an international convention and exhibition centre, a hotel complex with allied facilities (herein after referred to as the Project).

In terms of Clause 12 of the Request for Proposal document dated _____ issued in respect of the Project (hereinafter referred to as "RFP Document"), the Bidder is required to furnish to DDA, an unconditional and irrevocable bank guarantee for an amount of Rs. (Rupees only) [To be computed as 5% of the Lease Premium] as security for due and punctual performance/discharge of its obligations under the RFP Document and other documents in respect of the Project.

B. At the request of the Bidder, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Bidder of its obligations relating to the Project.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. The Guarantor hereby irrevocably guarantees the due and punctual performance by M/s. _____ (hereinafter called "the Bidder") of all its obligations relating to the Project in accordance with the RFP Document and other connected documents in respect of the Project.

2. The Guarantor shall, without demur, pay to DDA sums not exceeding in aggregate Rs. (Rupees only) [To be computed as 5% of the Lease Premium] within five (5) calendar days of receipt of a written demand from DDA stating that the Bidder has failed to meet its obligations under the RFP Document and other connected documents in respect of the Project. The Guarantor shall not go into the veracity of any breach or failure on the part of the Bidder or validity of demand so made by DDA and shall pay the amount specified in the demand, notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Bidder or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

In order to give effect to this Guarantee, DDA shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Lease Deed or other documents or by the extension of time for performance granted to the Bidder or postponement/non exercise/ delayed exercise of any of its rights by DDA or any indulgence shown by DDA to the Bidder and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by DDA or any indulgence shown by DDA, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.

This Guarantee shall be irrevocable and shall remain in full force and effect until _____²⁶ (insert date) unless discharged/released earlier by DDA. The Guarantor's liability in aggregate be limited to a sum of Rs. (Rupees only) [To be computed as 5% of the Lease Premium].

This Guarantee shall not be affected by any change in the constitution or winding up of the Bidder/the Guarantor or any absorption, merger or amalgamation of the Bidder/the Guarantor with any other Person.

The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED

by

_____ Bank

by the hand of Shri _____

its _____ and authorised official.

²⁶ 52 months from the date of signing the Lease Deed