

REQUEST FOR PROPOSAL

For

Selection of Transaction Adviser

For

Proposed Upgradation and Construction of Convention & Exhibition Centre Facilities at Science City, Kolkata through Public-Private-Partnership



DISCLAIMER

The information contained in this Request For Proposal document (“**RFP**”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the **National Council of Science Museums (NCSM)** (the “Authority”) or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct their own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

1. INTRODUCTION

1.1. Background

1.1.1. **Science City, Kolkata** is a constituent unit of the **National Council of Science Museums (NCSM)**, an autonomous body under the **Ministry of Culture, Government of India**. The facility was developed at a cost of around Rs.500 million on a plot of land measuring 44.6 acres and is located at the crossing of EM Bypass and Park Circus Connector on the eastern fringe of Kolkata Metropolis and was formally opened to public on July 01, 1997. Since its inception, Science City has been self-sustaining in its operation, maintenance and periodical development.

1.1.2. Currently Science City is operating two major components within its premises - the Science Centre and the Convention & Seminar facilities, with the development having significant established goodwill in Kolkata as one of the preferred Science & Convention destinations of the city. The convention centre development is the largest such facility in Kolkata with following key infrastructure.

Facility	Seating Capacity	Area
Main Auditorium	2,232	9,125 SQM
Mini Auditorium	392	1,337 SQM
Seminar Hall complex (with 11 halls)	Ranging from 10 to 96 seats	2,261 SQM (Combined Area)

The above facilities are currently being used for various activities and functions including cultural events, educational seminars, meetings/training programmes, school programmes etc.

Apart from above facilities, the convention centre complex also constitutes about **23,000 SQM of un-built land** which is currently being used for various kinds of open exhibitions, lecture halls and dining halls to supplement demand from major conventions and exhibitions.

The abovementioned convention centre development including the developed facilities and un-built land is spread across a total land area of about 37,723 SQM.

1.1.3. NCSM (the "Authority"), in its endeavour to focus on its core objective of development and promotion of science related developments and to position Science City, Kolkata as a landmark destination for Convention, Exhibition and related activities in Eastern India is currently envisaging upgradation of its existing Convention facilities and creation of

additional related facilities, through Private sector Partnership, on the above un-built open area of about 23,000 SQM within the convention centre complex. The proposed developments have been highlighted in the table below.

Component	Approx. Land Area (in Acres)	Proposed Developments
Un-built Open Land	5.68	Exhibition Centre
		250-room Budget hotel
		Food Court Facility
Existing Convention Centre Facilities (Main Auditorium, Mini Auditorium and Seminar Hall Complex)	3.64	Upgradation of current infrastructure for existing Convention Centre Facilities to make it comparable to global developments
New Car Parking Facility	2	Developing a new car parking facility in the adjacent plot to take care of the car parking needs of the new developments

1.1.4. The authority wishes to undertake the abovementioned developments through the Public-Private-Partnership (PPP) route, wherein, a private entity is being sought to construct and upgrade the proposed and existing facilities respectively along with operation and maintenance of the same for a fixed term. The Project may be awarded to a private entity (the "**Concessionaire**") selected through a competitive bidding process. The Project would be implemented in accordance with the terms and conditions stated in the concession agreement to be entered into between the Authority and the Concessionaire (the "**Concession Agreement**").

1.2. Tentative PPP Structure

While developing the facility on a PPP framework, the private developer would have to comply with following PPP structure developed as per the requirements of the Authority:

S.No.	Item	Description
1	Sponsoring Agency/Nodal Agency	NCSM
2	Nature of Contract	Design-Finance-Build-Operate-Transfer (DFBOT)
3	Concession Period	30 years (renewable by another 30 years on mutual consent)
4	Financial Structure	Up-front Premium plus annual lease payment
5	Bidder Evaluation Parameter	To be suitably designed in accordance with the maximization of the objectives of the Authority.
6	Development Obligations	Developer required to broadly adhere to development components proposed by the authority (as laid out in the RFP for selection of Developer as per 1.1.3.)

Note: The tentative PPP structure is a broad indication of the Authority's expectations from the PPP initiative and is subject to finalization by the Authority on the basis of the recommendation of the transaction adviser to be selected through this RFP.

1.3. Site & Location Details

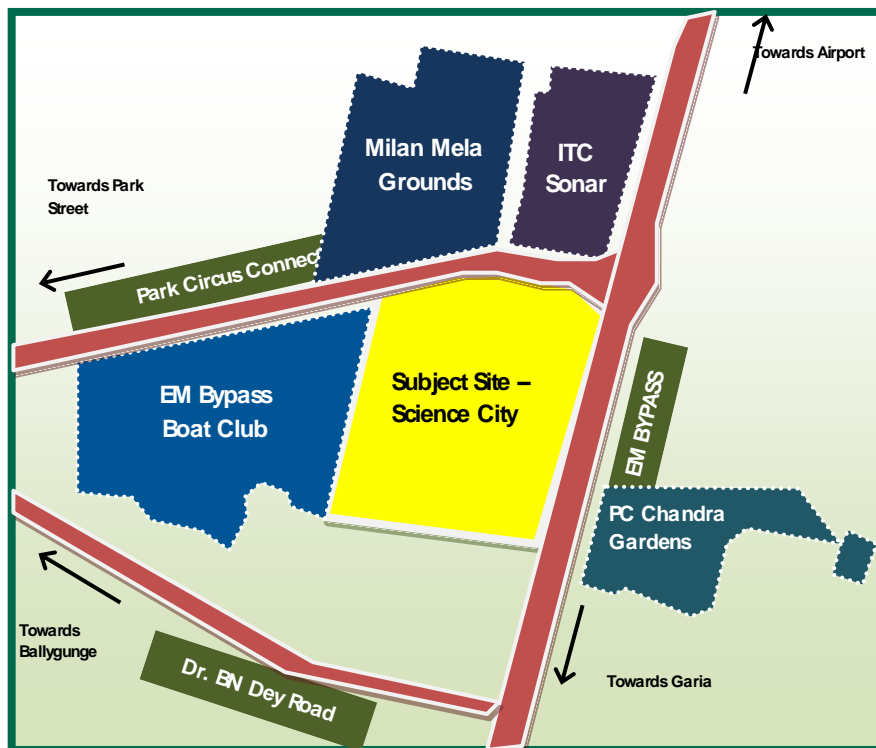
The subject property is located at the intersection of two major roads viz. JBS Haldane Avenue (also known as the Park Circus Connector) toward the Northern side and Eastern Metropolitan Bypass (arterial road connecting the northern and southern part of the city of Kolkata) towards the Eastern side. The Park Circus connector acts as a direct linkage to central business and retail areas of the city, whereas the Eastern Metropolitan Bypass connects the development to the Airport. The site also enjoys strategic connectivity by road to various important locations, including both the traditional hubs within the city and upcoming developments in Salt Lake & New Town area of Rajarhat.

Considering the overall development profile of the region, the Science City is already located as part of a major public interest zone in Kolkata. Popularity of the subject site

itself along with the surrounding high footfall developments (such as Milan Mela, ITC Sonar, PC Chandra grounds, etc.) has also ensured that the sustainability of this location as one of the preferred Public & Tourist footfall regions of the city.

In addition to the above, a major infrastructure initiative i.e. construction of a 4.3 KM long flyover is also currently being undertaken over the Park Circus Connector. This is expected to provide Science City with direct connectivity to AJC Bose Road, one of the key arterial roads within Kolkata. The construction of the flyover is expected to be completed by 2013 and is expected to significantly enhance the image profile of the location.

Area Development Profile near Subject Site



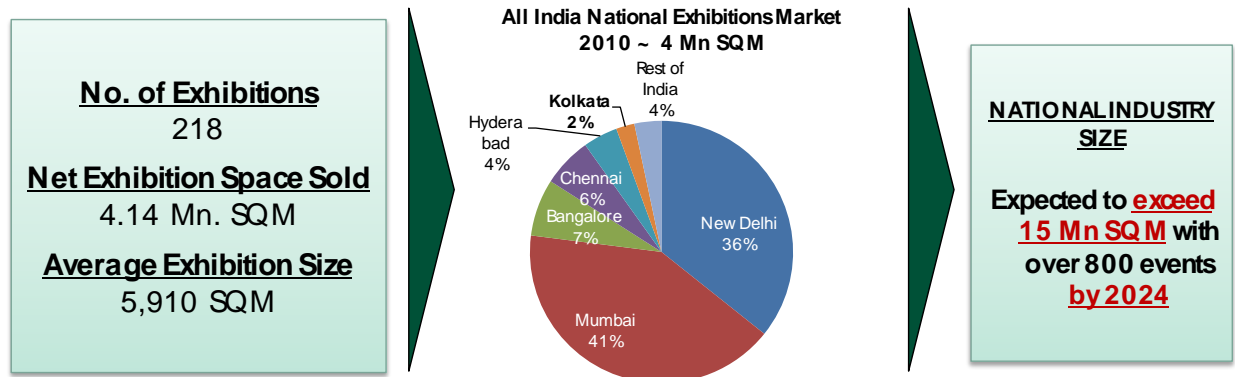
Please find below a brief description of some of the prominent developments surrounding the subject development.

- **Science City** with its science centre is already a major attraction for local public and tourist in Kolkata. The presence of Space Theatre, Dynamotion, Time Machine and Earth Exploration Hall is already a major attraction for kids to grownups.
- **Milan Mela** located opposite to the Science City, is the only dedicated exhibition facility in Kolkata conducting large scale exhibitions such as Kolkata Book Fair attracting large amount of footfalls in the region.

- **PC Chandra Grounds** located next to Science City is one of the prominent locations for social functions in Kolkata. A range of events such as marriages, corporate functions and private parties are being conducted at the grounds making it one of the prominent destinations in the region attracting large footfalls.
- **ITC Sonar** is one of the few luxury segment hotels in Kolkata and a major destination for MICE segment. Considering the large convention hall and meeting rooms along with over 200 rooms for accommodation, ITC Sonar has been a major development attracting footfall in the region.

1.4. Market Opportunity

There currently exists a significant market for exhibitions and conventions in India - of which Kolkata is the largest metropolis in the Eastern region and a major hub of trade and commerce. However the city is not being able to optimize its potential in attracting key Exhibitions/Conventions/Seminars, etc. primarily due to the lack of world class convention and exhibitions infrastructure within the city (Refer to graphic below which highlights that Kolkata has only a 2% share in the entire Indian exhibition market as of 2010 - as per estimates by prominent global consultants).



Source: Consultants Research

1.5. Request for Proposal

The Authority invites proposals from interested firms (the “**Proposals**”) for selection of a Transaction Adviser (the “**Consultant**”) who shall finalize the appropriate structure for the Project (the “**PPP model**”), prepare bid documents for selection of the Concessionaire (the “**Bid Documents**”), undertake and manage the entire bidding process and also assist the authority in the final signing of the agreement (collectively the “**Consultancy**”).

The Authority intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein.

1.6. Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.13.

1.7 Sale of RFP Document

RFP document can be obtained from the office of the Secretary, National Council of Science Museums, Sector V, Block GN, Bidhannagar, Kolkata 700091 between 1100 hrs and 1600 hrs on all working days till **10th January 2012** on payment of a fee of **Rs.5,000 (Rupees five thousand only)** in the form of a demand draft or banker's cheque drawn on any Scheduled Bank in India in favour of **"National Council of Science Museums"** and payable at **Kolkata**. The document can also be downloaded from the Official Website of the Authority.

In case of a downloaded form, the Applicant needs to deposit the aforesaid fee along-with the proposal submissions.

1.8 Validity of the Proposal

The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date (the **"PDD"**).

1.9 Brief description of the Selection Process

The Authority has adopted a **two stage selection process** (collectively the **"Selection Process"**) in evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes.

In the first stage, a technical evaluation will be carried out as specified in Clause 5.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared.

In the second stage, a financial evaluation will be carried out as specified in Clause 5.2. Proposals will finally be ranked according to their combined technical and financial scores. The first ranked Applicant (the **"Selected Applicant"**) shall be called for negotiation, if necessary, while the second ranked Applicant will be kept in reserve.

1.10 Payment

All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP.

1.11 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

S. No.	Event Description	Date
1.	Last date for receiving queries/clarifications	12th January, 2012
2.	Pre-Proposal Conference	16 th January 2012
3.	Queries Submission	20 th January 2012
4.	Authority response to queries	28 th January 2012
5.	Proposal Due Date or PDD	4th February, 2012
6.	Opening of Proposals	6th February, 2012 at National Council of Science Museums, Sector V, Block GN, Bidhannagar, Kolkata 700091 at 11.00 hours.
7.	Letter of Award (LOA)	Within 90 days of PDD
8.	Signing of Agreement	Within 30 days of LOA
9.	Validity of Applications	180 days from the Proposal Due Date

1.12 Pre-Proposal visit and inspection of data

Prospective applicants may visit the office of the Project Authority and the Project site and review the available documents and data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the nodal officer specified below:

Mr. A.D. Choudhury
Director, Science City
National Council of Science Museums
JBS Haldane Avenue
Kolkata 700 046
Phone: 91 33 22851818 / 919674728363
Email: sctycal@cal.vsnl.net.in

1.13 **Pre-Proposal conference**

The date, time and venue of Pre-Proposal Conference shall be:

Date: **16th January 2012**

Time: **1100 hrs**

Venue: **National Council of Science Museums
Sector V, Block GN
Bidhannagar
Kolkata 700091**

1.14 **Communications**

1.14.1 All communications including the submission of Proposal should be addressed to:

Mr. P. K. Nandakumar

Secretary

National Council of Science Museums

Sector V, Block GN

Bidhan Nagar

Kolkata 700 091

Phone: 91 33 23576451 Fax: 91 33 23576008

Email: pknandakumar@ncsm.gov.in

1.14.2 The **Official Website** of the Authority is:

<http://www.ncsm.gov.in>

[Note: Please open the Menu "**Tenders**" and then the link provided below the caption "**RFP Document for Appointment of Transaction Advisor**" to access all the posted and uploaded documents related to this RFP].

1.14.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

RFP Notice No. 1 FOR SELECTION OF TRANSACTION ADVISER FOR PROPOSED UPGRADATION AND CONSTRUCTION OF CONVENTION & EXHIBITION CENTRE FACILITIES AT SCIENCE CITY, KOLKATA THROUGH PUBLIC-PRIVATE-PARTNERSHIP

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the "**Sole Firm**") or as a lead member of a consortium (the "**Lead Member**") in response to this invitation. The term applicant (the "**Applicant**") means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
- 2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Section of the RFP. The Technical proposal shall be submitted in the form at Appendix-I (Form 1 to Form 10) and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority, the format for which will be shared with the selected applicant.

2.2 Conditions of Eligibility of Applicants

- 2.2.1 Applicants must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.
- 2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following:
- a) **Technical Capacity:** The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken Transaction Advisory Services for a minimum of 5 (five) tourism and hospitality infrastructure and related projects on a PPP basis.
 - b) **Financial Capacity:** The Applicant shall have received a minimum of Rs.5 crores (Rs. five crores) per annum as professional fees during each of the last three financial years ending with 2010-11. For the avoidance of doubt, professional fee hereunder refers to fees received by the Applicant for providing advisory or consultancy services to its clients.
 - c) **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Sub-clause (d) below.

- d) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfill the Conditions of Eligibility specified below:

S.No.	Key Personnel	Qualifications	Experience Requirements
1	Team Leader	Post Graduate or MBA	Minimum experience of 15 years in leading teams for development of tourism & hospitality infrastructure projects, project marketing and bid process management (under PPP format)
2	PPP Expert	Post Graduate or MBA	At least 10 years experience handling PPP infrastructure projects involving project conceptualization, financial modeling and project structuring of tourism/hospitality projects in India/abroad
3	Financial Expert	Chartered Account / MBA in Finance	Minimum experience of 10 years with experience in financial analysis and modeling / structuring for PPP projects
4	Legal Adviser	Bachelors in Law	Minimum experience of 10 years in structuring and formulation of legal documents relating to bidding of infrastructure projects, on PPP model

- 2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the past three financial years and the fee received in respect of each of the Assignments specified by the applicant in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.
- 2.2.4 The Applicant should submit a Power of Attorney as per the format at Form - 4 of Appendix-I.
- 2.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.6 An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or

judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

- 2.2.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3 **Conflict of Interest**

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 2.3.3 Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- a) the Applicant, its consortium member (the "Member") or Associates (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to Sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (bb) if

- the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- b) a constituent of such Applicant is also a constituent of another Applicant; or such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
 - c) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
 - d) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Application of either or each of the other Applicant; or
 - e) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - f) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
 - g) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act 1956. For the purposes of this Sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of Sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant, or is deemed or published as an "Associate Office"; or has a formal arrangement such as tie up for client referral or technology sharing, joint venture with the Applicant (the "Associate"); provided, however, that if the Applicant has any formal arrangement such as consortium membership in a consortium of advisers/ consultants for a particular assignment/ project, not being this project, with any other person, then such other person shall not be treated to be an Associate of the Applicant solely due to the reason of forming such consortium. As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and

with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

2.3.4 An Applicant eventually appointed to provide Consultancy for this Project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) years from the completion of this assignment or to any consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof. For the avoidance of doubt, in the event that: (a) the Financial Expert of an Applicant/ Consultant was a partner or an employee of another firm, which attracts the provisions relating to Conflict of Interest hereunder; and (b) was directly or indirectly associated with any assignment that causes a Conflict of Interest hereunder, then such Financial Expert shall be deemed to suffer from Conflict of Interest for the purpose hereof.

2.3.5 In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the bidders for the Project, they shall make a disclosure to the Authority as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the opening of the RFQ applications for the Project and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The Authority shall, upon being notified by the Consultant under this Clause 2.3.5, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days.

2.4 **Number of Proposals**

No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

2.5 **Cost of Proposal**

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their Partnership in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Visit to the Authority and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the office of the Authority and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

2.7 Acknowledgement by Applicant

2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from the Authority;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
- d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there-under;
- e) acknowledged that it does not have a Conflict of Interest; and
- f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.8 Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons there for and decision of the Authority shall be final and binding.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

- a) at any time, a material misrepresentation is made or discovered, or
- b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

2.9 Clarifications

- 2.9.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing before the date mentioned in the Schedule of Selection Process at Clause 1.11. The envelopes shall clearly bear the following identification: **"Queries/Request for Additional Information concerning to proposed upgradation and construction of Convention & Exhibition Centre facilities at Science City, Kolkata through Public-Private-Partnership"**

The Authority shall endeavour to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the PDD. The responses will be sent by fax or e-mail. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the RFP document without identifying the source of queries.

- 2.9.2 The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 2.9 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.10 Amendments to RFP

- 2.10.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/Amendment and posting it on the Official Website and by conveying the same to the prospective Applicants (who have purchased the RFP document) by fax or e-mail.
- 2.10.2 All such amendments will be notified in writing through fax or e-mail to all Applicants who have purchased the RFP document. The amendments will also be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.
- 2.10.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the PDD.

B. PREPARATION AND SUBMISSION OF PROPOSAL

2.11 Language

The Proposal with all accompanying documents (the "**Documents**") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.12 **Format and signing of Proposal**

- 2.12.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.12.2 The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Applicant shall submit 1 (one) copy of the Proposal, along-with Documents, marked "COPY". In the event of any discrepancy between the original and its copies, the original shall prevail.
- 2.12.3 The Proposal, and its copy, shall be typed or written in indelible ink and signed with seal by the authorised signatory of the Applicant who shall initial each page, in blue ink with seal. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed with seal by the authorised representative (the "**Authorised Representative**") as detailed below:
- (a) by the proprietor, in case of a proprietary firm; or
 - (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - (c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or
 - (d) by the authorised representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal (if required).

- 2.12.4 Applicants should note the PDD, as specified in Clause 1.11, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of PDD as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

2.13 **Offer Security**

Each of the applicant has to submit a Bank Draft/Pay Order amounting to **Rs.5,00,000/- (Rupees five lacs)** drawn in favour of National Council of Science Museums payable at Kolkata on any Scheduled Bank in India towards Offer Security. The Offer Security may be converted into Performance Security by the successful Applicant. The Offer Security of the unsuccessful Applicant(s) shall be refunded/returned within 90 days of selection of the successful Applicant, subject to the condition laid down in clause 2.23. No interest will be payable on the Offer Security under any circumstances.

2.14 Performance Security

Performance Security of **Rs.5,00,000/- (Rupees five lacs only)** will have to be furnished by means of a Bank Draft drawn in favour of "National Council of Science Museums" on any Scheduled Bank in India and payable at Kolkata. The successful applicant shall have the option of converting the Offer Security into Performance Security, if still valid till then. No interest will be payable on the Performance Security under any circumstances.

2.15 Technical Proposal

2.15.1 Applicants shall submit the technical proposal in the formats (Form 1 to Form 10) at Appendix-I (the "**Technical Proposal**").

2.15.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- a) all forms are submitted in the prescribed formats and signed with seal by the prescribed signatories;
- b) power of attorney is executed as per Applicable Laws;
- c) CVs of all Key Personnel have been included;
- d) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down in the RFP;
- e) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- f) the CVs have been recently signed and dated, in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned /countersigned CVs shall be rejected;
- g) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- h) Key Personnel proposed have good working knowledge of English language;
- i) Key Personnel would be available for the period indicated in the TOR; and
- j) no Key Personnel should have attained the age of 75 years at the time of submitting the proposal;
- k) Offer Security of Rs.5,00,000.00 (Rupees five lacs) by Bank Draft drawn in favour of "National Council of Science Museums" and payable at Kolkata is enclosed.

2.15.3 Failure to comply with the requirements spelt out in Clause 2.12 shall make the Proposal liable to be rejected.

2.15.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, he/she shall be liable to be debarred for any future assignment of the Authority for a period of 3 (three) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

2.15.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

- 2.15.6 The proposed team shall include experts and specialists (the "**Professional Personnel**") in their respective areas of expertise and managerial/support staff (the "**Support Personnel**") such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.2.2 shall be included in the proposed team of Professional Personnel. The team shall comprise other competent and experienced professional personnel in the relevant areas of expertise (where applicable) as required for successful completion of this Consultancy. The CV of each such professional personnel, if any, should also be submitted in the format at Form-10 of Appendix-I.
- 2.15.7 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Applicant or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.16 Financial Proposal

- 2.16.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the "**Financial Proposal**") clearly indicating the total cost of the Consultancy (Form-11 of Appendix II) in both figures and words, in Indian Rupees, and signed by the Applicant's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- 2.16.2 While submitting the Financial Proposal, the Applicant shall ensure the following:
- a) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition

attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

- b) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- c) Costs shall be expressed in Indian Rupees.

2.17 Submission of Proposal

2.17.1 The Applicants shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed with seal by the Authorised Representative of the Applicant as per the terms of this RFP. In case the proposal is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

2.17.2 The Proposal will be sealed in an outer envelope which will bear the address of the Authority, RFP Notice number, Consultancy name as indicated at Clause 1.14. It shall bear on top, the following:

“Do not open, except in presence of the Authorised Person of the Authority”

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

2.17.3 The aforesaid outer envelope will contain two separate sealed envelopes; one clearly marked '**Technical Proposal**' and the other clearly marked 'Financial Proposal'. The envelope marked "Technical Proposal" shall contain the Application in the prescribed format (Form 1 of Appendix-I) and supporting documents.

The envelope marked "**Financial Proposal**" shall contain the financial proposal in the prescribed format (Appendix-II).

2.17.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the authorised personnel.

2.17.5 The completed Proposal must be delivered on or before the specified time on PDD. Proposals submitted by fax, or e-mail shall not be entertained.

2.17.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of Contracts, etc. will be entertained.

2.18 Proposal Due Date

2.18.1 Proposal should be submitted before 1500 hrs on the PDD specified at Clause 1.11 at the address provided in Clause 1.14.1 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

2.18.2 The Authority may, in its sole discretion, extend the PDD by issuing an Addendum uniformly for all Applicants.

2.19 Late Proposals

Proposals received by the Authority after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

2.20 Modification/ substitution/ withdrawal of Proposals

2.20.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to PDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the PDD.

2.20.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.17, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.20.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.21 Additional Penalty

2.21.1 In case of delay in completion of services, liquidated damages not exceeding an amount equal to 0.2% of contract/agreement value per day, subject to a maximum of 10% of the contract/agreement value, will be imposed and shall be recovered by appropriation from the performance security or otherwise. However, in case of delay due to reasons beyond the control of the applicant, suitable extension of time against the specific request of the applicant citing reasons for such extension may be granted.

2.21.2 The Authority, shall have the right to invoke and appropriate the proceeds of the performance security, in whole or in part in the event of breach of this agreement or for recovery of liquidated damages specified above, after providing notice to the applicant of the same and giving the applicant a week's time to provide a necessary reply with respect to the breach of this agreement or recovery of liquidated damages.

2.21.3 In addition to the liquidated damages not amounting to penalty, warning may be issued to the applicant for minor deficiencies on their part. In the case of significant deficiencies in service causing adverse effect on the project or on the reputation of the authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

2.22 Arbitration/Conciliation Clause

2.22.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this contract/agreement (including their interpretation) between the Applicant and the Authority, and so notified in writing by either party to the other party shall, in the first instance, be attempted to be resolved amicably in accordance with the laid down conciliation procedure.

2.22.2 In the event of any dispute between the parties, either party may call upon Secretary, NCSM or a substitute thereof for amicable settlement, and upon such reference, the said person shall meet no later than 10 days from the date of reference to discuss and attempt to amicably resolve the dispute. If such meeting does not take place within the 10 days period or the dispute is not resolved as evidenced by the signing of written terms of settlement within 30 days of the notice in writing or such longer period as may be mutually agreed by the parties, either party may refer the Dispute to the Director General of NCSM and on receipt of an official request with details of dispute, the matter shall be referred to the Sole Arbitrator under the meaning of the Arbitration and Conciliation Act, 1996 or any statutory modification re-enactment thereof for the time being in force. The award of the Arbitrator so appointed shall be final, conclusive and binding on all parties to this contract.

2.22.3 This contract and the right and obligation of the parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

2.23 Forfeiture of Offer Security

The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Offer Security, if available, shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- a. If an Applicant engages in any of the Prohibited Practices specified in Clause 6.1 of this RFP;
- b. if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
- c. if the selected Applicant commits a breach of the Agreement.

C. EVALUATION PROCESS

2.24 Evaluation of Proposals

- 2.24.1 The Authority shall open the Proposals at date, time and venue specified in Clause 1.11 and in the presence of the Applicants who choose to attend. The envelopes marked **"Technical Proposal"** shall be opened first. The envelopes marked **"Financial Proposal"** shall be kept sealed for opening at a later date.
- 2.24.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.20 shall not be opened.
- 2.24.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
- the Technical Proposal is received in the form specified at Appendix-I;
 - it is received by the PDD including any extension thereof pursuant to Clause 2.19;
 - it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.12 and 2.17;
 - it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
 - it contains all the information (complete in all respects) as requested in the RFP;
 - it does not contain any condition or qualification; and
 - it is not non-responsive in terms hereof.
 - contains demand draft/ pay order for Rs 5,00,000 (Rupees five lacs) only in favour of National Council of Science Museums payable at Kolkata towards Offer Security.
- 2.24.4 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 2.24.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.9 and the criteria set out in Section 5 of this RFP.
- 2.24.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified Applicants in terms of Clause 5.2.1 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of prequalified Applicants along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 5.2.2, 5.3 and 5.4.
- 2.24.7 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

- 2.24.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.25 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.26 Clarifications

- 2.26.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.26.2 If an Applicant does not provide clarifications sought under Clause 2.26.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

D. APPOINTMENT OF CONSULTANT

2.27 Negotiations

- 2.27.1 The Successful Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 70% (seventy per cent) marks as required under Clause 5.1(c) shall be replaced by the Applicant with a better candidate to the satisfaction of the Authority. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.
- 2.27.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.
- 2.27.3 The Authority will examine the credentials of all Consortium Members proposed for this Consultancy and those not found suitable shall be replaced by the Selected Applicant to the satisfaction of the Authority.

2.28 Substitution of Key Personnel

- 2.28.1 The Authority will not normally consider any request of the Selected Applicant for substitution of the Financial Expert as the ranking of the Applicant is based on the evaluation of the Financial Expert and any change therein may upset the ranking. Substitution will, however, be permitted in exceptional circumstances if the Financial Expert is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
- 2.28.2 The Authority expects the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of the Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of the Financial Expert shall only be permitted subject to reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the original Financial Expert who is proposed to be substituted.
- 2.28.3 Notwithstanding Clauses 2.28.1 and 2.28.2, Applicants should specifically note that substitution of the Financial Expert will not normally be considered during the implementation of the Agreement and may lead to disqualification of the Applicant or termination of the Agreement. Applicants are expected to propose only such Financial Expert who will be in a position to commit the time required for and be available for delivering the Consultancy in accordance with the Key Dates specified herein and in the Agreement.

2.29 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding 3 (three) times the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

2.30 Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Applicant may be considered.

2.31 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.11. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.32 Commencement of Business

The Consultant shall commence the Consultancy within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.31 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated.

2.33 Proprietary Data

Subject to the provisions of Clause 2.25, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

3 . SCOPE OF WORK FOR THE TRANSACTION ADVISER

3.1 The Transaction Adviser will be retained up to the signing of an effective PPP concessional agreement for the Development of Exhibition cum Convention Centre. The objective of this consultancy service is also to formulate a financially viable concession that would address the principal issues related to project risks and adequate return to the concessionaire.

3.2 The scope of services to be undertaken by the Transaction Adviser are:

3.2.1 PROJECT INFORMATION DOCKET & PPP STRUCTURE:

The Authority has conducted a market and financial feasibility study for the proposed developments along-with a preliminary layout and concept planning for the components suggested. Also, a broad PPP structure has also been suggested keeping the Authority's objectives in consideration. Keeping this document as a base, the transaction adviser needs to finalize the PPP structure (post interactions with private concessionaires) and estimate final projected financial revenues for the Authority. Additionally, the following tasks need to be carried out by the adviser:

- Preparation of all necessary project information memorandums to market the project to investors;
- Interaction with the Authority for project structuring, any processing for project development financing (IIPDF) and Viability Gap Funding (VGF), if required
- Undertake market interaction to obtain feedback on project structure and its acceptability in the bidding community and submission of the findings;
- Finalization of the PPP project structure based on results of market assessment
- Undertake sensitivity analysis for understanding the financial impact of various provisions in the Concession Agreement
- Development of a cash flow model for the final structure evolved to maximize the return to the Authority keeping the optimal project structure in consideration
- Optimize the project structure under various implementation options;
- Identify issues that could have technical, environmental, commercial, legal and financial implications
- Finalize the implementation schedule for the project
- Advising on tax-related issues arising out of the Project structuring;
- Providing commercial, technical, legal services etc. with legislative advise in support of the transaction

3.2.2 TRANSACTION AND BID PROCESS MANAGEMENT:

- Interaction with the market at different stages of the transaction, or conduct of formal market soundings, to confirm decisions taken by sponsoring agency on scope, structure, timing and packaging of the transaction. Prepare a Market feedback report

- Prepare Information Memorandum to present to potential investors/private partners
- Prepare Draft RFQ, RFP, Concession agreement and finalize the same in consultation with the Authority
- Finalization of bid documents including but not limited to the Request for Qualification, the Contract for Services including various agreements as the case may be using the Model Documents (RFQ, RFP, Specifications & Model concession agreement, etc.) under any related guidelines of Planning Commission of India;
- Assistance in addressing bidders' queries during pre bid;
- Making information available to the bidders for preparation of their bid, and where relevant creation of a data room and management of access to the data room
- Assistance in evaluation of RFP/proposals of the bidders - Evaluation of Bids received from the bidders through a evaluation matrix, and preparation of the final evaluation report
- Assistance in negotiation with the selected bidder and finalizing the concession agreement with related documents for signing of the concession
- Obtaining all undertakings, submissions and warranties from the selected Concessionaire
- Assist authority on any related advisory work related to signing of agreement
- Management of any other advisory inputs, due interaction with Authority/Bidders, etc. and overall management of the transaction team, to ensure a successful conclusion

Please note that the output of these services will be provided by the Transaction Advisor in physical copies and in appropriate electronic format (Word/ Excel/PowerPoint) as the case may be.

4 FEE PAYMENT AND DELIVERABLES SCHEDULE

4.1 Time schedule for important deliverables of the consultancy and the payment schedule (linked to the specified deliverables) for the Lumpsum fees of the bidder is given below:

S.NO.	DELIVERABLE	END OF WEEK NO.	PAYMENT SCHEDULE
1.	Mobilization Advance	-	Nil
2.	On submission of Inception Report	2	10%
3.	On submission of Project Information Docket & Final PPP Structure	8	20%
4.	Assistance in the RFQ document and conducting the RFQ process	11	15%
5.	Assistance in finalizing the RFP and Concession Agreement	16	15%
6.	Assistance in conducting the Bid Process	24	15%
7.	Completion of Services including signing of concession agreement	50	25%

4.2 DELIVERABLES

A. Inception Report

On commencement of the Consultancy, the Consultant shall prepare and submit an Inception Report (the "Inception Report"). The Inception Report shall be a further elaboration of the Consultant's submissions towards understanding of the RFP, the methodology to be followed and Work Plan, etc. Within a period of six weeks of the submission of the Inception Report, the Consultant shall submit a Supplementary Inception Report where it should clearly spell out the broad strategy for structuring the project.

B. Project Information Docket and Final PPP Structure

Based on the parameters specified in the project information docket mentioned in clause 3.2.1, the Consultant shall prepare an Appraisal Report for the Project outlining the salient features of the Project, financial estimates, and its social and economic benefits. The Consultant shall work out the final financial impact of the Project post finalizing the PPP structure [with a view to estimating the likely IRR over a concession periods of 10 (ten) years, 15 (fifteen) years, 20 (twenty) years, 25 (twenty five) years and 30 (thirty) years]. The Consultant shall also prepare a report outlining these factors including finalized PPP structure.

C. Assistance in the RFQ Process

The bidding process is specified in the Model Request for Qualification (RFQ) document published by the Planning Commission and available at www.infrastructure.gov.in. The Consultant shall assist in adapting the Model RFQ document for project-specific purposes. The Consultant shall also assist the Authority in the pre-qualification process. The Authority intends to pre-qualify and short-list bidders on the basis of the response to the RFQ document.

D. Assistance in Preparation of Bid Documents

The Consultant shall assist in preparing the Request for Proposal and draft Concession Agreement based on the Model RFP [and Model Concession Agreement (MCA)]. The Model RFP has been published by the Planning Commission and is available at www.infrastructure.gov.in. The Consultant may also suggest improvements in the development plan and in the Bid Documents. For this purpose, the Consultant shall work closely with the Authority and its technical consultants. Bid documents would include the draft Concession Agreement and the other relevant Reports. Bids to be submitted by the bidders shall be based on the aforesaid bid documents.

All guidelines and advice as Transaction Advisor shall conform to Govt. of India PPP guidelines.

E. Assistance in the Bid Process

The Consultant shall assist the Authority in the bid process for selection of the Concessionaire from among the Bidders and till the signing of the Concession Agreement. This will primarily relate to Partnership in pre-bid meetings and answering questions or issuing clarifications with the approval of the Authority. The Consultant shall also assist the Authority in engaging with the bidders on different aspects of the Project such as its assets, the process of the transaction, the Revenue Model and the structure of the Project. It will also assist the Authority in preparing internal notes and projections for securing governmental approvals, if any.

4.3 FEES PAYABLE TO THE SELECTED TRANSACTION ADVISER:

4.3.1 PROFESSIONAL FEES: The Bidder shall quote a professional consultancy fee in lump sum to the Authority. The same will include service taxes and cost of personnel for the project. The same will be paid as per the above-mentioned payment schedule as defined in Clause 4.1.

4.3.2 SUCCESS FEES: In addition to the above, the Transaction Adviser shall be eligible for a success fee of 1% of the total upfront premium paid by the private concessionaire towards the project (subject to a maximum of INR 1.5 Crores). However, this payment will be made to the Transaction Adviser by the successful private concessionaire, with the Authority ensuring that such payment is made on signing of the final PPP contract.

5. CRITERIA FOR EVALUATION

5.1 Technical Bid:

The technical evaluation of the bids would be carried out as under:-

- (a) The firm/consortium will be selected as per Quality and Cost Based Selection (QCBS) system.
- (b) Weightage of technical score to financial score will be 70:30
- (c) The marks for various components are as follows:

S. No.	Component	Maximum Marks
1.	<p>Key Professional Staff</p> <p>(i) Team Leader</p> <p>Should have worked as leader or head of a project team for at least 5 (five) Eligible Assignments for hospitality and tourism related infrastructure projects [of which at least 2 (two) should be in transactions role for appointment of private partner under PPP].</p> <p>(ii) PPP Expert</p> <p>Should have worked as a member of a project team for at least 5 (five) Eligible Assignments for hospitality and tourism related infrastructure projects [of which at least 2 (two) should be in transactions role for appointment of private partner under PPP].</p> <p>(iii) Financial Expert</p> <p>Should have worked in financial analysis and project structuring role for at least 5 (five) Eligible Assignments [of which at least 2 (two) should have been PPP projects].</p> <p>(iv) Legal Adviser</p> <p>Should have worked as legal adviser for at least 5 (five) Eligible Assignments for hospitality and tourism related infrastructure projects [of which at least 2 (two) should be in transactions role for appointment of private partner under PPP].</p>	<p>10</p> <p>10</p> <p>5</p> <p>5</p>
2.	Experience of the applicant during the last 10	

	years in : (i) Successful selection of a private Developer on PPP model for an International Convention & Exhibition Centre project of Rs.200 crores and above. (ii) Successful selection of a private Developer on PPP model for two Budget Hotels, each having at least 100 rooms (iii) Successful selection of a private developer of at least 5 (five) infrastructure* projects on a PPP basis, each with a project cost of at least Rs. 100 crores	20 20 10
3.	Presentation before evaluation committee on the concept and proposed approach and methodology of the project (approach and methodology will be evaluated by the Committee and marks will be awarded accordingly)	10
4.	Average Annual Turnover for the last 3 years ending March 31, 2011 of the Bidder should be a minimum of Rs.5.00 crores	10

*In this RFP, Infrastructure refers to projects in roads and bridges, railways, seaports, airports, inland waterways, power projects, tourism & hospitality, urban transport, water supply, sewerage, solid waste management, physical infrastructure in urban areas, SEZs, etc

Eligible Assignments:

For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/consultancy assignments granted by the government, regulatory commission, tribunal, statutory authority or public sector entity in respect of preparation of revenue model and/or preparation of transaction / bid documents and other similar assignments in relation to the bidding process or other transactions, as the case may be, for the following projects shall be deemed as eligible assignments (the "Eligible Assignments"):

- a. An infrastructure project undertaken through Public Private Partnership (PPP) or other forms of private Partnership and having an estimated capital cost (excluding land) of at least Rs. 200 crore (Rupees two hundred crore) in case of a project in India, and US \$ 100 million (US\$ 100 million) for infrastructure projects undertaken elsewhere through PPP or other forms of private Partnership (the "PPP Projects");
- b. Privatization or disinvestment of government owned companies in India involving transfer of management control to a private sector entity where the financial transaction involves a payment of at least Rs. 50 crore (Rupees fifty crore) for such transfer (the "Disinvestment Projects");

- c. An infrastructure project having an estimated capital cost (excluding land) of at least Rs. 200 crore (Rupees two hundred crore) in case of a project in India, and US \$ 100 million (US\$ hundred million) for projects elsewhere, provided that the payment of professional fee to the Applicant was at least [Rs. 5 lakh (Rupees five lakh) in case of a project in India, and US \$ 25,000 (US\$ twenty five thousand) for any infrastructure project elsewhere (the "Other Projects");

Provided that all Eligible Assignments relating to projects based on the same Model Concession Agreement (MCA) and awarded by the same public entity shall be counted as one Eligible Assignment.

Other relevant assignments

Assignments undertaken by the Applicant/ Key Personnel for private sector entities shall be considered for evaluation if: (a) the advisory/ consultancy services relate to an infrastructure project; (b) the estimated capital cost of the project exceeds Rs. 200 crore (Rupees two hundred crore) in case of a project in India, and US \$ 100 million (US\$ 100 million) for projects elsewhere; and (c) the professional fee for the assignment was at least Rs. 5 lakhs (Rupees five lakh) in case of a project in India, and US \$ 25,000 (US\$ twenty five thousand) for projects elsewhere.

5.2 Weightage and Marking Scheme

5.2.1 **Technical Bid:** The technical proposal of each applicant shall be marked on a scale of 1 – 100 using the marks structure noted under 5.1 (c). The master score sheet shall be drawn up on the basis of actual marks obtained and the score sheet will be put into an envelope and sealed.

5.2.2 **Financial Bid:** The assessment of financial bid shall be made on the lumpsum fees quoted by the applicants / payable by the authority. In this respect, the least financial bid would be the best financial bid and shall be awarded 100 marks. Other financial bidders would be awarded marks proportionately based on following formula:

$$\frac{\text{Lowest bid}}{\text{The quoted bid under evaluation}} \times 100$$

5.3 **Weightage of 70% to Technical score and 30% to Financial score shall be applied for each bidder.**

5.4 Thus, the technical score obtained by each bidder shall be multiplied by 0.7 and the financial score by 0.3 and the two then added up to arrive at the composite score. **The bidder obtaining the highest composite score would be recommended for selection.**

6. FRAUD AND CORRUPT PRACTICES

- 6.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.
- 6.2 Without prejudice to the rights of the Authority under Clause 6.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 6.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the

Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

- b. **"fraudulent practice"** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c. **"coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's Partnership or action in the Selection Process;
- d. **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e. **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

7. PRE-PROPOSAL CONFERENCE

- 7.1 Pre-Proposal Conference (Clause 1.13) of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have purchased the RFP document or downloaded the same from the Official Website of the Authority, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 7.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

8. MISCELLANEOUS

- 8.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Kolkata shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 8.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b. consult with any Applicant in order to receive clarification or further information;
 - c. retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - d. independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 8.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 8.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 8.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

(See Clause 2.1.3)
TECHNICAL PROPOSAL
Form-1
Letter of Proposal
(On Applicant's letter head)

(Date and Reference)

To
The Secretary
National Council of Science Museums
Sector V, Block GN
Bidhannagar
Kolkata 700091

Sub: Appointment of Consultant for Financial and Transaction Advisory Services for Proposed Upgradation and Construction of Convention & Exhibition Centre Facilities at Science City, Kolkata through Public-Private-Partnership

Dear Sir,

With reference to your RFP Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for Financial and Transaction Services (the "**Consultant**") for Proposed Upgradation and Construction of Convention & Exhibition Centre Facilities at Science City, Kolkata through Public-Private-Partnership.

1. The proposal is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been

expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:
 - a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - b. I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 6.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 6 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
9. I/We declare that we are not a member of any other Consortium applying for Selection as a Consultant.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.

14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this offer valid for 180 (one hundred eighty) days from the PDD specified in the RFP.
16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
17. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the provisions as specified by the authority.
18. In the event of my/our firm being selected as the Consultant, I/we agree and undertake to provide the services of the Financial Expert in accordance with the provisions of the RFP and that the Financial Expert shall be responsible for providing the agreed services himself and not through any other person or Associate.
19. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
21. I/We submit a Bank draft/ Pay order for Rs.5,00,000/- (Rupees five lakhs) drawn in favour of National Council of Science Museums, payable at Kolkata as Offer Security. In case we do not turn out to be the successful bidder, the refund of the Offer Security may be made in favour of _____.
22. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)
(Name and seal of the Applicant/ Lead Member)

1.5	<p>If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:</p> <p>(i) Name of Firm</p> <p>(ii) Legal Status and country of incorporation</p> <p>(iii) Registered address and principal place of business</p>
1.5	<p>For the Applicant, (in case of a consortium, for each Member), state the following information:</p> <p>(i) In case of non Indian Firm, does the Firm have business presence in India?</p> <p>Yes/No</p> <p>If so, provide the office address(es) in India.</p> <p>(ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years?</p> <p>Yes/No</p> <p>(iii) Has the Applicant/ or any of its Associates ever failed to complete any work awarded to it by any public authority/ entity in last five years?</p> <p>Yes/No</p> <p>(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years?</p> <p>Yes/No</p> <p>(v) Has the Applicant or any of its Associates, in case of a consortium, suffered bankruptcy/insolvency in the last five years?</p> <p>Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</p>
1.6	<p>(Signature, name and designation of the authorised signatory)</p> <p>For and on behalf of</p>

APPENDIX-I
Form-3
Statement of Legal Capacity
(To be forwarded on the letter head of the Applicant)

Ref.

Date:

To
The Secretary
National Council of Science Museums
Sector V, Block GN
Bidhannagar
Kolkata 700091

Dear Sir

Sub: RFP for Consultant for Financial and Transaction Services for Proposed Upgradation and Construction of Convention & Exhibition Centre Facilities at Science City, Kolkata through Public-Private-Partnership.

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, constitution of which has been described in the Proposal*), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert Applicant's name) will act as the Lead Member of our consortium.

I/We have agreed that (insert individual's name) will act as our Authorised Representative/ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory
For and on behalf of

APPENDIX-I
Form-4
Power of Attorney

Know all men by these presents, We, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife ofand presently residing at, who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for Financial and Transaction Advisory Services for Proposed Upgradation and Construction of Convention & Exhibition Centre Facilities at Science City, Kolkata through Public-Private-Partnership, proposed to be developed by the National Council of Science Museums (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20**

For
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted
.....
(Signature, name, designation and address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX-I
Form-5
Financial Capacity of the Applicant
Refer Clause 2.2.2 (b)

S. No.	Financial Year	Annual Revenue (INR)
1.		
2.		
3.		

Certificate from the Statutory Auditor

This is to certify that..... (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

(Signature, name and designation of the authorised signatory)

Date:

Name and seal of the audit firm:

1. In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.
2. In the event that the Applicant does not wish to disclose its Annual Revenue, it may state that it has received more than the amount specified in the aforesaid certificate.

Note:

1. Please do not attach any printed Annual Financial Statement.

APPENDIX-I
Form-6
Particulars of Key Personnel

S.No.	Designation of Key Personnel	Defined Role in the Project	Name	Educational Qualification	Length of Professional Experience	No. of Eligible Assignments

APPENDIX-I
Form-7
Abstract of Eligible Assignments of the Applicant
(Clause 5.1)

S. No.	Name of the Project	Name of the Client	Estimated capital cost of the assignment (in Rs Mn.)	Fee received from the assignment (in Rs Mn.)
(1)	(2)	(3)	(4)	(5)

Certificate from the Statutory Auditor

This is to certify that that the information contained in column 5 above is correct as per the accounts of the applicant and /or the clients.

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, name and designation of the Authorized Signatory)

APPENDIX-I
Form-8

Abstract of Other Relevant Experience of the Applicant
(Clause 5.1)

S. No.	Name of the Project	Name of the Client	Estimated capital cost of the assignment (in Rs Mn.)	Fee received from the assignment (in Rs Mn.)
(1)	(2)	(3)	(4)	(5)

Certificate from the Statutory Auditor

This is to certify that that the information contained in column 5 above is correct as per the accounts of the applicant and /or the clients.

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, name and designation of the Authorized Signatory)

APPENDIX-I
Form-9
Abstract of Eligible Assignments of Key Personnel
(Clause 5.1)

Name of Key Personnel:

Designation:

Sr. No.	Name of Project	Name of Client	Estimated capital cost of the Assignment (INR)	Name of firm for which the assignment was undertaken	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Man-days spent
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

1. Use separate Form for each Key Personnel.
2. In the case of Financial Expert, only those assignments shall be included where the Financial Expert worked as the Team Leader or the leader of the Financial Team in the relevant assignment.

APPENDIX-I

Form-10

Curriculum Vitae (CV) of Key Personnel

1. Proposed Position:

2. Name of Personnel:

3. Date of Birth:

4. Nationality:

5. Educational Qualifications:

NAME OF INSTITUTION	YEAR ATTENDED	DEGREE OBTAINED
--------------------------------	----------------------	------------------------

.....

.....

.....

6. Employment Record:

PERIOD	POSITION	ORGANISATION
---------------	-----------------	---------------------

.....

.....

.....

.....

7. List of projects on which the Personnel have worked:

NAME OF PROJECT	DESCRIPTION OF RESPONSIBILITIES

8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

- i. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.

- ii. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

Place.....

(Signature and name of the Key Personnel with office seal)

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

APPENDIX-II
FINANCIAL PROPOSAL
Form-11
Covering Letter

Date and reference

To
The Secretary
National Council of Science Museums
Sector V, Block GN
Bidhannagar
Kolkata 700091

Sub: Appointment of Consultant for Financial and Transaction Advisory Services for Proposed Upgradation and Construction of Convention & Exhibition Centre Facilities at Science City, Kolkata through Public-Private-Partnership

Dear Sir,

I/We, _____ herewith enclose the Financial Proposal for selection of our firm as Consultant for above.

I/We agree that this offer shall remain valid for a period of 180 (one hundred eighty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature and name of the authorized signatory of the Applicant with office seal)

Financial Proposal

Appointment of Consultant for Financial and Transaction Advisory Services for Proposed Upgradation and Construction of Convention & Exhibition Centre Facilities at Science City, Kolkata through Public-Private-Partnership

Having gone through the RFP document and having fully understood the scope of work for the project as set out in these documents; we are pleased to quote the following Professional fees for the Assignment:

In Figure	
In Words	

(Signature and name of the authorized signatory of the Applicant with office seal)