

**Development of Cafeteria and
Redevelopment of Canteen at
PMML, Delhi
on Design, Finance, Build, Finance,
Operate and Transfer (DFBOT) Basis**

Request for Proposal Document

May, 2024

Prime Ministers Memorial Museum and Library,
Teen Murti House, New Delhi-110011

Notice Inviting Tender

PMML/Café/2024

Dated: 17-05-2024

RFP for “**Development of Cafeteria and Redevelopment of Canteen at PMML, Delhi on DFBOT Basis**”.

The Prime Ministers Museum and Library (“**PMML**”) is a prestigious institution dedicated to preserving the legacies of India's Prime Ministers, and promoting research on modern Indian history and governance. PMML serves as a centre for scholarly research, intellectual discourse, and the promotion of historical awareness in India.

Prime Ministers Museum and Library (“**PMML**”) would like to explore the potential for Development of Cafeteria and Redevelopment of Canteen Facility at Teen Murti Complex in Delhi (**the “Project”**) through Public Private Partnership (the “**PPP**”) model.

PMML invites bids from eligible bidders in the form of proposal in accordance with Request for Proposal Document, in order to identify suitable entity (the “Concessionaire”) through an open, transparent, and competitive bidding process for the Project. PMML intends to follow a single stage three -part bidding process for selection of the Concessionaire for the Project.

The RFP document can be viewed/ downloaded from official website of PMML – and www.nmml.ewizard.in. Alternately, the RFP can be procured from the office of Director, PMML upon payment of Rs. 10,000/- including GST in the form of a demand draft/ banker's cheque. Proposal must be submitted physically by 1500 Hrs IST on 31st May, 2024. Proposals received by the Due Date shall be opened 1600 hours on 31st May, 2024. All subsequent changes will be posted only on the aforementioned website/s of PMML. Proposal submitted through any other mode shall not be entertained. Please note that the PMML reserves the right to accept or reject all or any of the Proposals without assigning any reason whatsoever.

Director

Prime Ministers Museum and Library
Teen Murti
Teen Murti Marg
Delhi 110011

Disclaimer

The information contained in this Request for Proposal (“RFP”) Document, or subsequently provided, whether verbally or in documentary or in any other form, by or on behalf of Prime Ministers Museum and Library (“PMML” or “Authority”), or any of their employees or advisors, on the terms and conditions set out in this RFP Document and such other terms and conditions as Authority may prescribe in this behalf, has been prepared solely to assist prospective Bidders in making their decision of whether or not to submit a proposal.

This RFP Document is not an agreement and is not an offer or invitation by PMML, to any other party. As mentioned above, the purpose of this RFP Document is to provide the Bidder with information to assist in the formulation of their proposals. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for PMML, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources.

PMML, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment for any loss, damage, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP Document or otherwise including the accuracy, reliability or completeness of the RFP Document or any assessment, assumption, statement or information contained therein or deemed to form part of the RFP Document or arising in any way at this stage of the Bidding Process.

The designs, drawings, technical data and any other information if provided in this RFP Document is only indicative and PMML, their employees and advisors have not made, will not make and will not be deemed to have made any current or future representation, promise or warranty, express or implied, as to the accuracy, reliability or completeness of the information contained herein or in any document or information, whether written or oral, made available to a Bidder, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this RFP Document.

This RFP Document is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the Development of Cafeteria and Redevelopment of Canteen, Teen Murti Complex, Delhi on DFBOT Basis in relation to which it is being issued.

The information and statements made in this RFP Document have been made in good faith. Interested parties should rely on their own judgments in participating in the said Project. Any liability of any nature whatsoever whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements and information contained in this RFP Document is accordingly expressly disclaimed.

This RFP Document has not been filed or registered in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements. Information provided in this RFP Document to the Bidders is on a wide range of matters, some

of which may depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. PMML, their employees and advisors accept no responsibility for the accuracy or otherwise for any interpretation of law expressed herein.

PMML, may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document. Any change to the RFP Document will be notified to all those who have purchased the RFP Document and to those who have downloaded the RFP Document from the website and have duly intimated this fact to PMML, giving their particulars including address for communication by fax/post (Registered Bidder). No part of this RFP Document and no part of any subsequent correspondence by PMML, their employees and advisors shall be taken neither as providing legal, financial, or other advice nor as establishing a contract or contractual obligation. Contractual obligations would arise only when definitive agreements have been approved and executed by the appropriate parties having PMML to enter and approve such agreements. PMML, reserves the right to reject all or any of the Proposal submitted in response to this RFP Document at any stage without assigning any reasons whatsoever and the issue of this RFP Document does not imply that PMML is bound to select a Bidder or to appoint a Concessionaire.

All Bidders are responsible for all costs and expenses incurred by them when evaluating and responding to this RFP Document in connection with or relating to or in making their Proposal including any negotiation or other costs incurred by the Bidder thereafter. All such costs and expenses will remain solely with the Bidder. PMML, their employees and advisors shall not be liable in any manner whatsoever for the same or for any other costs or expenses incurred by a Bidder in preparation or submission of its Proposal, regardless of the conduct or outcome of the Bidding Process. PMML, may in its sole discretion proceed in the manner it deems appropriate which may include deviation from its expected evaluation process, the waiver of any requirements, and the request for additional information. Unsuccessful bidders will have no claim whatsoever against PMML, their employees and advisors.

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GLOSSARY

Associate	As defined in Clause 2.1.14
Authority	As defined in Disclaimer
Bidding Process	As defined in Clause 1.2.1
Concession	As defined in Clause 1.1.6
Concessionaire	As defined in Clause 1.1.3
Concession Agreement	As defined in Clause 1.1.5
Conflict of Interest	As defined in Clause 2.2.1(c)
Consortium	As defined in Clause 2.2.1(a)
Damages	As defined in Clause 2.2.1(c)
Eligible Experience	As defined in Clause 3.4.1
Eligible Business	As defined in Clause 3.4.1
Evaluation Criteria	As defined in Clause 1.2.2
Financial Capacity	As defined in Clause 2.2.2(B)(i)
Price Proposal Phase	As defined in Clause 1.2.2 (c)
LOA	As defined in Clause 3.11
Member	Member of a Consortium
Preferred Bidder	As defined in Clause 3.9.4
Project	As defined in Clause 1.1.2
Project Capital Outlay	As defined in Appendix 11
Proposal Due Date	As defined in Clause 1.2.1
Re. or Rs. or INR `	Indian Rupee
RFP or Request for Proposal	As defined in Disclaimer
Successful Bidder	As defined in Clause 3.9.6
Technical Capacity	As defined in Clause 2.2.2(A)
Qualified Bidders	As defined in Clause 3.7.1
Annual Revenue Share	As defined in Clause 3.9 & Appendix 3 – Format of Price Proposal

The words and expressions beginning with capital letter and defined in this document shall, unless repugnant to context, have the meaning ascribed thereto herein. The words and expressions beginning with capital letter and not defined herein, but defined in the Concession Agreement, shall unless repugnant to context, have the meaning ascribed thereto herein.

Section 1: Instructions to Bidders

1 INTRODUCTION

1.1 Background

- 1.1.1 The Prime Ministers Museum and Library (“PMML”) is a prestigious institution dedicated to preserving the legacies of India's prime ministers, and promoting research on modern Indian history and governance. PMML serves as a centre for scholarly research, intellectual discourse, and the promotion of historical awareness in India.
- 1.1.2 PMML would like to explore the potential for Development of Cafeteria and Redevelopment of Canteen Facility at Teen Murti Complex in Delhi (the “Project”) through Public Private Partnership (the “PPP”) model.
- 1.1.3 PMML invites bids from eligible bidders in the form of proposal in accordance with Request for Proposal Document, in order to identify suitable entity (the “Concessionaire”) through an open, transparent, and competitive bidding process for the Project. PMML intends to follow a single stage two envelope bidding process for selection of the Concessionaire for the Project.
- 1.1.4 It is envisaged that the Concessionaire selected through this RFP process (“Successful Bidder”) will undertake the development and renovation process with the Concession Period of 15 (Fifteen) years commencing from the date of execution of the Concession Agreement. Consequently, the concessionaire shall be responsible to undertake following:
- a. Development of Cafeteria for, but not restricted to,
 - (i) visitors, tourists, sightseer, excursionists etc among other people.
 - (ii) catering services for PMML & third parties in Banquet Hall and Auditorium.
 - (iii) refreshments for schools and colleges that usually visit for excursions.
 - b. Redevelopment of Canteen for staff of PMML, library visitors, scholars etc among other people. The basic Canteen infrastructure like Vitrified Tile Flooring, Painting on the exposed surfaces, Waterproofing Works for Roof and Air Conditioning will be provided by PMML and the Operator shall have to bring the items like Kitchen Equipments like Refrigerators, Microwave, Oven, Coffee Machines, Toaster, Beverage Dispenser, Commercial Blenders, Preparation Tables, Ventilation Equipments for Kitchen, Furnitures (tables, chairs etc for visitors), Cutleries & Consumables etc based upon requirement.
- 1.1.5 The Successful Bidder shall be responsible for designing, engineering, financing, procurement, construction, operation, and maintenance of the Project under and in accordance with the provisions of the concession agreement (the “Concession Agreement”) to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto. The sub-licencing/ subletting of Canteen Facility may be allowed based on the approval given by PMML.

- 1.1.6 The draft Concession Agreement sets out the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "Concession") for the development of the Project.
- 1.1.7 The estimated cost of the Project (the "Estimated Project Cost") is Rs. 2 Crores (Rupees Two Crores only). The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.8 The statements and explanations contained in this Request for Proposal ("RFP") Document are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the draft Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted, and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.9 The Authority shall receive Proposals pursuant to and in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the "Bidding Documents"), and all Proposals shall be prepared and submitted in accordance with such terms on or before the Proposal due date specified in Clause 1.3 for submission of Proposals (the "Proposal Due Date").

1.2 Brief Description of Bidding Process

- 1.2.1 Authority intends to follow a single stage two envelope process (the "Bidding Process") for selection of Concessionaire for the Project. Prior to or along with the Proposal, the Bidder shall pay to the Authority a non-refundable sum of Rs. 10,000/- (Rupees Ten thousand only) (inclusive of GST @ 18%) as the cost of bid document. The cost of bid document may be furnished in the form of a Demand Draft/Banker's Cheque issued by one of the Nationalized/Scheduled Banks in India in favour of the "Director, Prime Ministers Museum and Library" payable in Delhi.
- 1.2.2 As part of the Bidding Process, the business entities and interested parties (the "Bidders") will be required to submit (i) Qualification Proposal, and (ii) Price Proposal as part of their proposal package. (The "Bidder", which expression shall, unless repugnant to the context, include the members of the Consortium). The Proposal shall be valid for a period of 120 days from the date specified in Clause 1.3 for submission of Proposals (the "Proposal Due Date").
- 1.2.3 RFP Document follows a three stepped approach comprising:
- (a) **Test of responsiveness:** This involves a test of responsiveness of the key submissions. Those Proposals found to be substantially responsive would be evaluated in the Qualification Phase.
 - (b) **Qualification Phase:** Shortlisting of Bidders based on eligibility criteria
 - (c) **Project Design Capability Phase:** Shortlisting of Bidders based on presentation on the design capability of the project (the "Qualified Bidders")

(d) **Price Proposal Phase:** Evaluation of Price Proposals received from Qualified Bidders (the "Successful Bidder")

In the Qualification Phase, Proposals of only the responsive Bidders will be evaluated for the technical capability, financial capability, and other such compliances in accordance with the evaluation criteria set out in this RFP Document (hereinafter referred to as the "Evaluation Criteria"). At the end of this Phase, Authority intends to prepare and release a list of Qualified Bidders based on the presentation of Project Design as set out in Clause 3.7 and further detailed out in Appendix 11.

Price Proposal of only Qualified Bidders shall be opened. The Price Proposals of those Bidders who do not qualify as Qualified Bidders shall be returned unopened.

1.2.4 The Bidding Documents shall also include the draft Concession Agreement for the Project which will be provided and signed after declaring the Successful Bidder. The aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.

1.2.5 A Bidder is required to deposit, along with its Proposal, a Bid Security of Rs. 4 lakhs (Rupees Four Lakhs only) (the "Bid Security"), refundable not later than 120 (one hundred and twenty) days from the Proposal Due Date, except in the case of the Successful Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement. The Bidders will have an option to provide Bid Security in the form of bank guarantee acceptable to the Authority issued by one of the Nationalized/Scheduled Banks in India in favour of the "Prime Ministers Museum and Library (PMML), Delhi" payable at Delhi, and in such event, the validity period of the bank guarantee, shall not be less than 120 (one hundred and twenty) days from the Proposal Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid security may also be furnished in the form of a Demand Draft issued by one of the Nationalized/Scheduled Banks in India in favour of the "Director, Prime Ministers Museum and Library" payable at Delhi. The Proposal shall be summarily rejected if it is not accompanied by the Bid Security.

1.2.6 Subject to Clause 3.9, the Highest Bidder shall be the Successful Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in this RFP document, be invited to match the Proposal submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. The Successful Bidder would then be required to enter into a Concession Agreement with the Authority.

1.2.7 Any queries or request for additional information concerning this RFP document shall be submitted by e-mail to the officer designated in Clause 2.11.3 below with identification/ title: "Queries/ Request for Additional Information:

"RFP Document for Development of Cafeteria and Redevelopment of Canteen at PMML"

1.3 Schedule of Bidding Process

1.3.1 Schedule of Bidding Process is set out in Appendix 1 to this RFP Document.

2 INSTRUCTIONS TO BIDDERS

A. General

2.1 General terms of Bidding

- 2.1.1 Bidder can be a single business entity only. Bidders are allowed to bid as a Consortium for the Project. No Bidder shall submit more than one Proposal for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another proposal either individually or as a member of any Consortium, as the case may be.
- 2.1.2 The information on the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Proposals.
- 2.1.3 Notwithstanding anything to the contrary contained in this RFP document, the detailed terms specified in the draft concession agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.1.4 The Proposal shall be furnished in the format exactly as per Appendices. The amount/ numbers shall be indicated clearly in both figures and words, in Indian Rupees, in prescribed format of Price Proposal and shall be signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.5 The Bidder shall deposit a Bid Security of the amount specified in Clause 1.2.4 in accordance with the provisions of this RFP.
- 2.1.6 The Bidder should submit a Power of Attorney as per the format at Appendix 8, authorising the signatory of the Proposal to commit the Bidder. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix 9.
- 2.1.7 Any condition or qualification or any other stipulation contained in the Proposal not in conformity with this RFP document shall render the Proposal liable to rejection as a non-responsive Proposal.
- 2.1.8 The Proposal and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by appropriate authenticated and certified translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

- 2.1.9 The documents including this RFP Document and all attached documents, provided by Authority are and shall remain or become the property of Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The provisions of this Clause 2.1.9 shall also apply mutatis mutandis to Proposals and all other documents submitted by the Bidders, and Authority will not return to the Bidders any Proposal, document or any information provided along therewith.
- 2.1.10 This RFP Document is not transferable.
- 2.1.11 Any award of Concession shall be in terms of this RFP Document.
- 2.1.12 The Successful Bidder, or Lead member in case of Consortium, shall execute the Concession Agreement and implement the Project. In case the Bidder is a Consortium, it shall comply with the following additional requirements:
- (a) number of members in a Consortium shall not exceed 2 (two).
 - (b) members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”). The nomination(s) shall be supported by a Power of Attorney, as per the format at **Appendix 9**, signed by the other member of the Consortium;
 - (c) the Proposal should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations;
 - (d) an individual Bidder cannot at the same time be member of a Consortium applying for the Project. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for the Project;
 - (e) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at **Appendix 10** (the “**Joint Bidding Agreement**”) for the purpose of making the Proposal. The Joint Bidding Agreement, to be submitted along with the Proposal, shall, inter alia:
 - (i) convey the commitment in accordance with this RFP Document, to enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
 - (ii) clearly outline the proposed roles and responsibilities, if any, of each member;
 - (iii) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project, in accordance with the Concession Agreement; and
 - (f) except as provided under this RFP Document, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of Authority.

- 2.1.13 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on Proposal Due Date, would not be eligible to submit the Proposal.
- 2.1.14 The Bidder, including an individual or any of its Consortium member, should not be a non-performing party on the proposal due date. The Bidder, including any Consortium Member, shall be deemed to be a non-performing party* (not applicable to the project whose contract is terminated by the Authority) if it attracts any or more of the following parameters:
- (i) Fails to complete or has missed more than two milestones in already awarded two or more projects, even after lapse of 6 months from the scheduled completion date, unless extension of time has been allowed due to Authority's default;
 - (ii) Physical progress on any project is not commensurate with the funds released (equity + debt + grant) from the escrow account and such variation is more than 25% in last one year as observed by the Independent Engineer in one or more projects;
 - (iii) Punch List Items in respect of any project are pending due to Bidder's default in two or more Projects even after lapse of the prescribed time for completion of such items;
 - (iv) Fails to fulfil its obligations to maintain a project in a satisfactory condition inspite of two rectification notices issued in this behalf;
 - (v) Fails to attend to Non-Conformity Reports (NCRs) issued by the Independent/ Authority's Engineer on the designs/ works constructed by the Bidder pending for more than one year in two or more projects.
 - (vi) Fails to make premium payments excluding the current instalment in one or more projects.
 - (vii) Damages/ Penalties recommended by the Independent/ Authority's Engineer on the Bidder during O&M period and the remedial works are not taken up in two or more projects.
 - (viii) Fails to achieve financial closure in two or more projects within the given or extended period (which shall not be more than six months in any case).
 - (ix) Fails to submit the Performance Security within the permissible period in more than one project.
 - (x) Rated as an unsatisfactory performing entity/ non-performing entity by an independent third-party agency and so notified on the website of the Authority.
 - (xi) Has Failed to perform for the works in the last 2(two) years, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitral award against the Bidder, including individual or any of its Joint Venture Member, as the case may be.
 - (xii) Has been expelled or the contract terminated by Gol, or any state government in India or their implementing agencies for breach by such Bidder, including individual or any of its Consortium Member; Provided that any such decision of expulsion or termination of contract leading to

debaring of the Bidder from further participation in bids for the prescribed period should have been ordered after affording an opportunity of hearing to such party.

*Note: Sub- clauses (i) to (xi) under this Clause would be applicable only when the Concessionaire attracts these defaults on the Proposal Due Date. The day the Concessionaire cures the said defaults and becomes compliant, he would be eligible to participate in proposals received after such date.

The Bidder including individual or any of its Consortium Member may provide

- (i) Details of all their on-going projects along with updated stage of litigation, if so, against the Authority/ Gol/ state governments or their agencies;
- (ii) Details of updated on-going process of blacklisting if so, under any contract with Authority/ Government; and
- (iii) Stand debarred from the Authority as a natural consequence of termination of any project/ contract of the Authority.
- (iv) Has been placed in the Negative List of firms by the Authority for any reason including failure to deliver contract in time bound manner, abandoning the project without permission of the Authority, poor performance, penalties, missing targets or milestones, missing interim targets, clumsy execution of works, unethical practices, or failure to follow any lawful directions given by the Authority.

The Authority reserves the right to reject an otherwise eligible Bidder on the basis of the information provided under this Clause 2.1.15. The decision of the Authority in this case shall be final.

2.1.15 A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, 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 Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate/s

For purposes of this RFP Document, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "**Associate**"). 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 percent) 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.

2.1.16 The following conditions shall be adhered to while submitting a Proposal:

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due

provision for incorporation of the requested information;

- (b) information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Proposal and not, unless specifically requested, to other associated companies or firms;
- (c) in responding to the RFP submissions, Bidders should demonstrate their capabilities in accordance with Clause 3.1 below; and
- (d) in case the Bidder is a Consortium, each Member should substantially satisfy the RFP requirements to the extent specified herein.

2.1.17 Notwithstanding anything to the contrary contained herein, in the event that the Proposal Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Proposal and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Proposal hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

2.1.18 Capitalised terms used in this RFP Document which have not been defined herein shall have the meaning ascribed thereto in the draft Concession Agreement.

2.2 Eligibility and Qualification Requirements of Bidders

2.2.1 For determining the eligibility of Bidder the following shall apply:

- (a) The Bidder may be a single entity or a group of entities (the "Consortium"), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
- (b) Bidder is a Business Entity which shall be a company incorporated under the Companies Act, 1956 or 2013, partnership firm registered under the Indian Partnership Act, 1932, or LLP registered under The Limited Liability Partnership Act, 2008 or proprietorship or group of such entities with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.13.
- (c) A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Authority shall be entitled to forfeit and appropriate 5% of the value of the Bid Security or equivalent amount from the Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of Authority, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be

available to Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (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 of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25% (twenty five percent) of the paid up and subscribed share capital; of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is not more than 25% (twenty five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956/2013. For the purposes of this Clause 2.2.1(c), 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% of the subscribed and paid up equity shareholding of such intermediary; or
- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or
- (v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have

access to each others' information about, or to influence the Proposal of either or each other; or

- (vi) such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project; or
- (vii) Such Bidder or any Associate thereof has appointed any official of the Authority, Technical Advisors of Authority for the Project, Legal Advisors of Authority for the Project, Financial Advisors of Authority for the Project, dealing with the Project, within a period of 1 year from the date of award of the Project to that Bidder.
- (viii) Any change in the composition of a Consortium shall not be permitted during the bidding process.

Explanation:

In case a Bidder is a Consortium, then the term Bidder shall include each Member of such Consortium.

- (d) A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Successful Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without Authority being liable in any manner whatsoever to the Successful Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP Document for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Notwithstanding anything to the contrary contained in sub-clause (c) (i) of Clause 2.2.1, a Bidder may, within 10 (ten) days after the Proposal Due Date remove from its Consortium, any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.

Provided further, in case the Authority seeks information/ clarification from a Bidder related to occurrence/ non-occurrence of Conflict of Interest and the Bidders fail to provide such information within a reasonable time, as provided by the Authority, the Authority shall disqualify the Bidders, encash its Bid Security and further debar it from participation in any future procurement process for a minimum period of 1 year.

2.2.2 To be eligible for this RFP Document, a Bidder shall fulfil the following conditions of eligibility:

(A) **Technical Capacity:** For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Bidder shall have, over the past 3 (three) financial years preceding the Proposal Due Date, either completed or initiated a minimum of 3 projects under Eligible Businesses. Documentary evidence, such as completion certificates or Letter of Acceptance (LOA) or any other relevant document showcasing required information under this clause, shall be attached as under Appendix 5.

For the purpose of this RFP, the Eligible Businesses only include the services mentioned under HSN codes 996331 to 996337 & HSN code 996339 in the GST.¹

Project experience based on certified billing / invoices towards sale of food and such articles from one or more establishments owned/ managed by the Bidder.

Note: In case of a Consortium, Lead Member of the Consortium shall meet the Technical Capacity as mentioned above.

(B) **Financial Capacity:** For demonstrating the **Financial Capacity**, the bidders shall meet the following criteria

- (i) The Bidder shall have collected and appropriated average annual revenues equal to or more than **Rs. 2.0 Crores (Rupees two Crores only) over the past 3 (three) financial years preceding the proposal due date.**
- (ii) The Bidder shall have a minimum Net Worth of **Rs. 50 lakhs (Rupees Fifty Lakhs Only)** at the close of the preceding financial year§.
- (iii) Bidder firm’s Profit After Tax (PAT) must be positive in at least 2 out of last 3 financial years.
- (iv) The bidder (any members in case of Consortium) shall not be in Corporate Insolvency Resolution Process (CIRP)/ Liquidation/ Winding up/ CDR/ SDR/ S4A/ Flexible Structuring/ or any other restructuring scheme due to financial stress and shall not be in a default on any debt obligations on the Proposal

¹ HSN Code is Harmonized System of Nomenclature. It was introduced in 1988 by the World Customs Organization (WCO). It is a 6-digit code that separates different products. India has been using HSN codes since 1986 to separate Customs and Central Excise goods. Currently, HSN codes apply to Customs and GST. Codes derived from Customs tariffs are also used for GST purposes. Applicable HSN codes for restaurants (996331 – 996338) can be viewed on <https://services.gst.gov.in/services/searchhsnsac>.

§ In case a Bidder has issued any fresh Equity Capital during the current financial year, the same shall be permitted to be added to the Bidder’s Net Worth subject to the Statutory Auditor of the Bidder certifying to this effect.

Due Date. An undertaking of bidder (all members in case of Consortium) duly certified by the Statutory Auditor of the bidder must be submitted along with the proposal.

2.2.3 The Bidders shall enclose with its proposal, to be submitted as per the format at Appendix 2, the following:

- (i) Certificate(s) from its statutory auditors^ξ or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 3 years in respect of the projects specified in Clause 2.2.2 (A) above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a Consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and
- (ii) Certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.3 (ii). For the purposes of this RFP Document, net worth (the “**Net Worth**”) shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

2.3 Proprietary Data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The Authority will not return any Proposal or any information provided along therewith.

2.4 Cost of Bidding

The Bidder shall be responsible for all the costs associated with the preparation of their Proposals and their participation in the Bidding Process. Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

^ξ In case duly certified audited annual financial statements containing explicitly the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.3 (i). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this RFP Document.

2.5 Site Visit and Verification of Information

- 2.5.1 Bidders are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarise themselves with the Project with in the stipulated time of submission of the Proposal. No extension of time is likely to be considered for submission of Proposals.
- 2.5.2 It shall be deemed that by submitting the Proposal, the Bidder has:
- (a) made a complete and careful examination of the RFP Document;
 - (b) received all relevant information requested from Authority;
 - (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP Document or furnished by or on behalf of Authority relating to any of the matters referred to in Clause 2.5.1 above;
 - (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Proposal, execution of the Project in accordance with the RFP Document and performance of all of its obligations thereunder;
 - (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP Document or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
 - (f) acknowledged that it does not have a Conflict of Interest;
 - (g) agreed to be bound by the undertakings provided by it under and in terms hereof; and
- 2.5.3 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 the RFP Document or the Bidding Process, including any error or mistake therein or in any information or data given by Authority.
- 2.5.4 After opening of Price Proposals, the Successful Bidder as per clause 3.9 of RFP Document, will be allowed (if he desires so) to enter the Project Site and undertake requisite information.

2.6 Verification and Disqualification

2.6.1 Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP Document and the Bidder shall, when so required by Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification by Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of Authority thereunder.

2.6.2 Authority reserves the right to reject any Proposal and appropriate the Bid Security if:

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

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified/ rejected. If such disqualification/ rejection occurs after the Price Proposals have been opened and the Highest Bidder gets disqualified/ rejected, then Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of Authority, including annulment of the bidding process.

2.6.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by Authority, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Successful Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP Document, be liable to be terminated, by a communication in writing by Authority to the Successful Bidder or the Concessionaire, as the case may be, without Authority being liable in any manner whatsoever to the Successful Bidder or Concessionaire. In such an event, Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to Authority under the RFP Document and/ or the Concession Agreement, or otherwise.

B. Documents

2.7 Content of the RFP Document

2.7.1 This RFP Document comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

Part I	Instruction to Bidders
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Part II	Draft Concession Agreement (to be uploaded & signed later by Successful Bidder)
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2.8 Clarifications

- 2.8.1 Bidders requiring any clarification on the RFP Document may notify Authority in writing or by fax and e-mail in accordance with Clause 1.2.6. They should send in their queries before the date specified in the schedule of Bidding Process specified in Clause 1.3. Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Proposal Due Date. All the queries and its responses will be hosted on the PMML Website.
- 2.8.2 Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring Authority to respond to any question or to provide any clarification.
- 2.8.3 Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by Authority shall be deemed to be part of the RFP Document. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on Authority.

2.9 Amendment of RFP Document

- 2.9.1 At any time prior to the Proposal Due Date, Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP Document by the issuance of Addenda.
- 2.9.2 Any Addendum thus issued will be posted on the PMML Website.
- 2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, Authority may, at its own discretion, extend the Proposal Due Date§.

C. Preparation and submission of Proposal

2.10 Format and Signing of Proposal

- 2.10.1 The Proposal shall provide all the information sought under this RFP Document. Authority will evaluate only those Proposals that are received in the required formats and complete in all respects and Copy of original Demand Draft towards payment of cost of Bid document, Bid Security, POA and Joint Bidding Agreement etc.

§ While extending the Proposal Due Date on account of an addendum, the Authority shall have due regard for the time required by Bidders to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Proposal Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.

2.10.2 The Proposal shall be typed and signed in indelible ink by the authorised signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal.

2.11 Documents comprising Technical and Price Proposal

2.11.1 The Bidder shall submit the Technical & Price Proposal physically to PMML comprising of the following documents along with supporting documents as appropriate:

Part I: Technical Proposal

Technical Proposal should include the following:

- i.) Covering Letter cum Project undertaking in the prescribed format (**Appendix 2**)
- ii.) Details of Bidders as set out in **Appendix 4**
- iii.) Completed format of Technical Capacity of the Bidder as in **Appendix 5**
- iv.) Completed format of Financial Capacity of the Bidder as in **Appendix 6, 6A, 6B, 6C**
- v.) Statement of Legal Capacity in terms of **Appendix 7**
- vi.) Power of Attorney for signing the Proposal as per the format at **Appendix 8**
- vii.) if applicable, the Power of Attorney for Lead Member of Consortium as per the format at **Appendix 9**
- viii.) Joint Bidding Agreement, in case of a Consortium, substantially in the format at **Appendix 10**
- ix.) Original Bank Guarantee towards Bid Security as per **Appendix 11**
- x.) Copy of Memorandum and Articles of Association, if the Bidder/Consortium is a body corporate
- xi.) Copies of Bidder's duly audited balance sheet and profit and loss account for the preceding five years
- xii.) Copy of receipt (of payment made through original Demand Draft (DD) towards the cost of RFP Document in favour "PMML, Delhi", payable at Delhi
- xiii.) Non-Collusion Certificate as per **Appendix 12.**

Part II: Price Proposal

Price Proposal should include the following:

- i.) Price Proposal as per format set out in Appendix 3 on or before 1500 hours IST on the Proposal Due Date

2.11.2 The documents listed at Clause 2.11.1 shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the following identification:

“Proposal for Development of Cafeteria and Redevelopment of Canteen at PMML”

and shall clearly indicate the name and address of the Bidder. In addition, the Proposal Due Date should be indicated on the right hand top corner of the envelope.

2.11.3 The envelope shall be addressed to:

ATTN. OF:	Director
ADDRESS:	Prime Ministers Museum and Library Teen Murti Teen Murti Marg Delhi 110011
E-MAIL ID:	aao.nmml@gov.in

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

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

2.12 Proposal Due Date

2.12.1 Technical & Price Proposal comprising of the documents listed at clause 2.11.1 of the RFP Document shall be submitted physically to PMML by 1500 hrs IST on 31st May, 2024 at the address provided in Clause 2.11.3 in the manner and form as detailed in this RFP Document. A receipt thereof should be obtained from the person specified at Clause 2.11.3.

2.13 Late Proposals

2.13.1 Submission of any Proposal after the prescribed date and time at Clause 2.12 will not be entertained.

2.14 Preparation & Submission of Proposals

2.14.1 The Bidder may submit his Proposal following the instructions set out in this document.

2.14.2 Proposal must be submitted offline on or before Proposal Due Date.

2.14.3 Modifications/ Substitution/ Withdrawal of Proposals

2.14.4 No Proposal shall be modified, substituted, or withdrawn by the Bidder on or after the Proposal Due Date.

2.15 Online Opening of Proposals

2.15.1 Opening of Proposals will be done through online process.

2.15.2 The Authority shall online open Technical Proposals as per the schedule set out in Appendix 1, in the presence of the authorized representatives of the Bidders, who choose to attend. The Authority will subsequently examine and evaluate the Proposals in accordance with the provisions of Section 3 of RFP Document.

2.16 Rejection of Proposals

- 2.16.1 Notwithstanding anything contained in this RFP Document, Authority reserves the right to reject any Proposal and to annul the Bidding 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. In the event that the Authority rejects or annuls all the Proposals, it may, in its discretion, invite all eligible Bidders to submit fresh Proposals hereunder.
- 2.16.2 Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Proposal without assigning any reasons.

2.17 Validity of Proposal

- 2.17.1 The Proposals shall be valid for a period of not less than 120 (One Hundred Twenty) days from the Proposal Due Date. The validity of Proposal may be extended by mutual consent of the respective Bidders and Authority.

2.18 Confidentiality

- 2.18.1 Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising Authority in relation to, or matters arising out of, or concerning the Bidding Process. Authority will treat all information, submitted as part of Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. 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 is to enforce or assert any right or privilege of the statutory entity and/ or authority or as may be required by law or in connection with any legal process.

2.19 Correspondence with the Bidder

- 2.19.1 Save and except as required in this RFP Document, Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Proposal.

2.20 Consultant(s) or Advisor(s)

- 2.20.1 To assist in the examination, evaluation, and comparison of Proposals, Authority may utilize the services of consultant(s) or advisor(s).
- 2.20.2 No entity including the Bidders can hold and Authority shall not be bound by the opinion or advice given by any consultant or advisor referred to in Clause 2.19.1. The final determination as regards the Proposal shall vest with Authority.

D. BID SECURITY

2.21 Bid Security

- 2.21.1 The Bidder shall furnish as part of its Proposal, a Bid Security referred to in Clauses 2.1.5 hereinabove in the form of a bank guarantee issued by nationalised bank, or a Scheduled Bank in India having a net worth of at least Rs.4 Lakhs (Rs. Four Lakhs), in favour of the Authority in the format at Appendix 12 (the "Bank Guarantee") and having a validity period of not less than 120 (one hundred twenty) days from the Proposal Due Date inclusive a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 2.21.2 Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the Authority and payable at Delhi (the "Demand Draft"). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.21.3 Any Proposal not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.21.4 Save and except as provided in Clauses 1.2.4 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Proposal of the Successful Bidder or when the Bidding process is cancelled by the Authority, and in any case within 90 (ninety) days from the Proposal Due Date. Where Bid Security has been paid by Demand Draft, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Proposal.
- 2.21.5 The Successful Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Successful Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.
- 2.21.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.20.7 herein below. The Bidder, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Proposal or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.21.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under the Concession Agreement, or otherwise, under the following conditions:

- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice as specified in Clause 4 of this RFP;
- (b) If a Bidder withdraws its Proposal during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder and the Authority;
- (c) In the case of Successful Bidder, if it fails within the specified time limit:
 - i) to sign and return the duplicate copy of LOA;
 - ii) to sign the Concession Agreement; or
 - iii) to furnish the Performance Security within the period prescribed thereof in the Concession Agreement;
- (d) In case the Successful Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security, if applicable.

3 CRITERIA & METHODOLOGY FOR QUALIFICATION & EVALUATION

3.1 Opening and Evaluation of Proposals

- 3.1.1 Authority shall open the Part I of the Proposals received physically as per the schedule set forth in Appendix 1, at the place specified in Clause 2.11.3 and in the presence of the Bidders who choose to attend.
- 3.1.2 Authority will subsequently examine and evaluate Technical Proposals in accordance with the provisions set out in Section 3.
- 3.1.3 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

3.2 Test of Responsiveness

- 3.2.1 Prior to evaluation of Proposals, Authority shall determine whether each Proposal is responsive to the requirements of the RFP Document. The Proposal shall be considered responsive only if:
 - (a) it is received as per format at **Appendix 2**.
 - (b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.12;
 - (c) it is signed, sealed, and marked as stipulated in Clause 2.11.2;
 - (d) it is accompanied by the Power(s) of Attorney as specified in Clause 2.1.6 and in the case of a Consortium, the Power of Attorney as specified in Clause 2.1.6;
 - (e) it contains all the information (complete in all respects) as requested in this RFP Document (in formats as those specified);
 - (f) it contains certificates from its statutory auditors in the formats specified at **Appendix 5** and **Appendix 6, 6A, 6B, 6C** of the RFP Document;
 - (g) it contains format of legal capacity in terms of **Appendix 7**;
 - (h) it contains copy of the receipt for payment made towards the cost of the RFP Document;
 - (i) it is accompanied by the Joint Bidding Agreement (for Consortium) as per **Appendix 10**, specific to the Project, as stipulated in Clause 2.1.12(g);
 - (j) it contains Non-Collusion Certificate in terms of **Appendix 12**;
 - (k) it is accompanied by the Bid Security as specified in Clause 2.1.5;
 - (l) it does not contain any condition or qualification;
 - (m) physical copy of the documents mentioned in Clause 2.11.1 are submitted by the Proposal Due Date or as per the requirements of this RFP; and
 - (n) it is not non-responsive in terms hereof.
- 3.2.2 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 Authority in respect of such Proposal.

3.3 Evaluation Parameters

- 3.3.1 Only those Bidders who meet the eligibility criteria under the Qualification Phase specified in Clauses 2.2.2 above shall qualify for evaluation under this Section 3. Proposals of firms/ consortia who do not meet these criteria shall be rejected.
- 3.3.2 A Bidder's competence and capability is proposed to be established by the following parameters:
- (a) Technical Capacity; and
 - (b) Financial Capacity

3.4 Technical Capacity for purposes of evaluation

- 3.4.1 Subject to the provisions of Clause 2.2, Technical Capacity shall be evaluated (the "Eligible Experience") in relation to Eligible Business.

3.5 Details of Experience

- 3.5.1 The Bidder should furnish the details of Eligible Experience for the last 3 (three) financial years immediately preceding the Proposal Due Date.
- 3.5.2 The Bidder must provide the necessary information relating to Technical Capacity as per format at Appendix 5.
- 3.5.3 The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity.

3.6 Financial information for purposes of evaluation

- 3.6.1 The Proposal must be accompanied by Audited Annual Reports of the Bidder (for each Member in case of Consortium) for the last 3 (three) financial years, preceding the year in which the Proposal is made.
- 3.6.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor or independent auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.
- 3.6.3 The Bidder must establish the minimum Net Worth specified in Clause 2.2.2(B), and provide details as per format at Appendix 6B.
- 3.6.4 In case of foreign companies, a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member in the formats provided in the country where the project has been executed shall be accepted, provided it contains all the information as required in the prescribed format of the RFP Document.
- 3.6.5 After evaluation of Technical Proposals, the Authority will publish a list of Shortlisted Bidders who will be invited to make a presentation to PMML for Project Design Capability. The Authority shall notify other Bidders that they have not been technically responsive. The Authority will not entertain any query or clarification from Applicants who fail to qualify.

3.7 Evaluation of Project Design Capability

- 3.7.1 For demonstrating adequacy and appropriateness of the proposed design of the Project and its conformance to the Construction Requirements in terms of draft Concession Agreement (the "Project Design Capability"), the Bidder shall make a presentation to the PMML. Price Proposals of only those bidders would be opened whose design in the presentation is approved by PMML ("Qualified Bidders"). The Presentation would be evaluated based on the parameters set out in Appendix 13.
- 3.7.2 In case, PMML approves the design of any Bidder with some conditions than such conditions will become the part of the Concession Agreement.

3.8 Opening and Evaluation of Price Proposals

- 3.8.1 Authority shall inform the venue and time of online opening of Price Proposals to all Qualified Bidders through PMML Website. Authority shall online open the Price Proposals on date and time to be informed in this clause in the presence of the authorised representatives of the Bidders who may choose to attend. Authority shall prepare a record of opening of Price Proposals.

3.9 Selection of Bidder

- 3.9.1 Subject to the provisions of Clause 2.16.1 and 3.9, the Proposal of the Bidders for the Project would be evaluated based on the Annual Revenue share quoted in the Price Proposal. Proposals would be ranked in the descending order of Annual Revenue Share quoted in the Price Proposal.

Name of Bidder	Price Proposal	Rank
	Highest Annual Revenue Share offer	H1
	Second Highest Annual Revenue Share offer	H2
	Third Highest Annual Revenue Share offer	H3
	...	
	...	
	nth Highest Annual Revenue Share offer	Hn

The Revenue Share would include revenue generated from the Cafeteria and any other Catering Service provided by the successful bidder.

In addition to the Annual Revenue share quoted above, the Concessionaire shall make monthly payment of Rs. 40,000 (Rupees Forty Thousand only) from the date of signing of agreement towards Canteen Facility, with an escalation of 5% per annum from 3rd year to PMML for the aforesaid Project as per the terms of draft Concession Agreement. All the utility charges such as electricity, water, fuel, communication etc and the statutory use with respect to business shall be directly borne by the concessionaire over and above Rs. 40,000.

- 3.9.2 H1 Bidder shall be declared as preferred bidder ("Preferred Bidder").
- 3.9.3 In the event that two or more Bidders, becomes H1 (the "Tie Bidders"), Authority shall identify the Preferred Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

3.9.4 Upon acceptance of the Proposal of the Preferred Bidder, Authority shall declare the Preferred Bidder as the successful bidder (the "Successful Bidder").

3.10 Project Development Fees

3.10.1 The Concessionaire shall make payment of Rs. 9,50,000/- (Rupees Nine Lakhs Fifty Thousand plus (+) GST as project development fee (Project Development Fee) to Delhi Integrated Multi-Modal Transit System Ltd. ("DIMTS"). The Concessionaire shall make payment of Project Development Fee along with acknowledgement of the LOA.

3.11 Letter of Acceptance

3.11.1 After selection, a Letter of Acceptance (the "LOA") shall be issued, in duplicate, by Authority to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof along with Project Development Fees. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Successful Bidder to acknowledge the LOA.

3.11.2 After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall cause the Concessionaire to execute the Concession Agreement within the period prescribed in LOA and submit the Performance Security in accordance with the Draft Concession Agreement. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the draft Concession Agreement.

3.12 Contacts during Bid Evaluation

Proposals shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Proposals under consideration.

3.13 Correspondence with Bidder

3.13.1 Save and except as provided in this RFP Document, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Proposal.

3.13.2 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 Bidder if the Project is subsequently awarded to it based on such information.

3.13.3 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Proposal(s) without assigning any reasons.

4 FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, Authority may reject the Proposal, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to Authority under the RFP Document and/ or the Concession Agreement, or otherwise.
- 4.2 Without prejudice to the rights of Authority under Clause 4.1 hereinabove and the rights and remedies which Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found by 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 Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFQ/RFP/RFP issued by Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by 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 practices, as the case may be.
- 4.3 For the purposes of this Section 4, 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 actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, 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 Authority , shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under Clause 2.2.1(d), engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in

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

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

5 PRE-BID CONFERENCE

- 5.1 Pre-bid Conference has already been convened. This is a fresh document resulting out of the outcome of the Pre-bid Meeting.**

6 MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 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 Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) independently verify, disqualify, reject and/ or accept all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases 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 and the RFP Document, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

Appendix 1: Schedule of Bidding Process

SN	Activity Description	Date
1.	Release of RFP Document	13.03.2024
2.	Proposal Due Date	31.05.2024 at 15:00 hrs
3.	Opening of Technical Proposals	31.05.2024 at 16:00 hrs
4.	Announcement of Qualified Bidders	To be intimated separately
5.	Opening of Price Proposals	To be intimated separately
6.	Letter of Award (LOA)	To be intimated separately

Appendix 2: Format for Covering Letter cum Project Undertaking

Dated:

To,

Director
Prime Ministers Museum and Library
Teen Murti Teen Murti Marg
Delhi 110010

Sub: Proposal for Development of Cafeteria and Redevelopment of Canteen at PMML on DFBOT Basis

Dear Sir,

With reference to your RFP Document dated _____,

1. I/ We, having examined the RFP Document and understood its contents, hereby submit my/our Proposal for the aforesaid project. The Proposal is unconditional and unqualified.
2. I/ We acknowledge that Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Concessionaire for the development, construction, operation, and maintenance of the aforesaid Project.
4. I/ We shall make available to Authority any additional information it may find necessary or require to supplement or authenticate the Proposal.
5. I/ We acknowledge the right of Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we/ any of the Consortium Members 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, 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 Document, including any Addendum issued by Authority; and
 - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) of the RFP Document; and
 - (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 4.3 of the RFP Document, in respect of any tender or request for proposal issued by or any agreement entered with 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 4 of the RFP Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice; and
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit Price Proposal for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16 of the RFP Document.
 9. I/ We believe that we/ our Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFP Document.
 10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Proposal for the Project.
 11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 13. 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.

14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate Authority of the same immediately.
15. The Statement of Legal Capacity as per format provided in Appendix 7 of the RFP document, and duly signed, is enclosed. The Power Of Attorney For Signing of Bid and the Power of Attorney for Lead Member of Consortium, as per format provided at Appendix 8 and 9 respectively of the RFP document, are also enclosed.
16. I/We acknowledge and undertake that our Consortium is qualified on the basis of Technical Capacity and Financial Capacity. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.
17. I/ We acknowledge and agree that in the event of a change in control of an Associate, I/We shall inform Authority forthwith along with all relevant particulars and Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be.
18. 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 Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
19. In the event of my/ our being declared as the Successful Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that shall be provided after being declared Successful Bidder.
20. I/ We have studied the RFP Document carefully and surveyed the project site and traffic. We understand that except to the extent as shall be expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
21. I/ We offer a Bid Security of Rs. _____/- (Rupees _____ only) to Authority in accordance with the RFP Document.
22. The Bid Security in the form of a Demand Draft/ Banker's Cheque is attached.
23. I/ We agree and understand that the Proposal is subject to the provisions of the RFP Document. In no case, I/ we shall have any claim or right of whatsoever nature if the Project/ Concession is not awarded to me/ us or our Proposal is not opened or rejected.

24. I/ We agree and undertake to abide by all the terms and conditions of the RFP Document.

25. I/ We shall keep this offer valid for 120 (One Hundred Twenty) days from the Proposal Due Date specified in the RFP Document.

26. I/We certify that in terms of RFP Document, my/our Net Worth is _____
(Rupees in words) and the Aggregate Experience Score is _____
(number in words).

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

Yours faithfully,

Date (Signature, name and designation of the
Authorised signatory)

Place: Name and seal of the Bidder/
Lead Member

\$ Omit if the Bidder is not a Consortium

Appendix 3: Format of Price Proposal

Date:

To

Director
Prime Ministers Museum and Library
Teen Murti Teen Murti Marg
Delhi 110010

Sub: Proposal for Development of Cafeteria and Redevelopment of Canteen at PMML on DFBOT Basis

We are pleased to submit our Price Proposal for the **Development of Cafeteria and Redevelopment of Canteen, Teen Murti Complex, Delhi** (the "Project"). We have completely understood the scope of work for the Project and have reviewed all the terms and conditions of the Request for Proposal (RFP) Document, and undertake to comply, observe, and abide by all the terms and conditions set out in the aforesaid documents. We hereby declare that our Price Proposal is unqualified and unconditional in all respects and there are no deviations from the stated terms in the RFP Document.

We agree to pay Annual Revenue Share of _____ % of gross revenue from the project, from the date of execution of Concession Agreement to PMML for the aforesaid Project. We do not want any additional financial assistance from the Authority.

In addition to the Annual Revenue share quoted above, the Concessionaire shall make monthly payment of Rs. 40,000 (Rupees Forty Thousand only) from the date of signing of agreement towards Canteen Facility, with an escalation of 5% per annum from 3rd year to PMML for the aforesaid Project as per the terms of draft Concession Agreement. All the utility charges such as electricity, water, fuel, communication etc and the statutory use with respect to business shall be directly borne by the concessionaire over and above Rs. 40,000.

The aforesaid Annual Revenue Share have been quoted by us after taking into consideration all the terms and conditions stated in the RFP Document, our own estimates of costs and revenues and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.

..... Name of the Bidder

..... Signature of the Authorised Person

..... Name of the Authorised Person

Note:

- On the Letterhead of the Bidder or Lead Member of Consortium.
- To be signed by the Lead Member, in case of a Consortium.
- In case of difference in amount quoted in figures and words, the higher value would be considered for evaluation.

In case of difference in number of years quoted in figures and words, the lower value would be considered for evaluation.

Appendix 4: Format for Details of Bidder

Details of Bidder

1.
 - a) Name:
 - b) Country of incorporation:
 - c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for Authority:
 - a) Name:
 - b) Designation:
 - c) Company:
 - d) Address:
 - e) Telephone Number:
 - f) E-Mail Address:
 - g) Fax Number:

4. Particulars of the Authorised Signatory of the Bidder:
 - a) Name:
 - b) Designation:
 - c) Address:
 - d) Phone Number:
 - e) Fax Number:

5. Note:
 - a) In case of a Consortium, the information above (1-4) should be provided for all the Members of the Consortium.
 - b) In case of Consortium the Joint Bidding Agreement, as envisaged in Clause 2.1.12(g) should be attached to the Proposal.
 - c) Information regarding role of each Member should be provided as per table below:

SN.	Name of Member	Role {Refer Clause 2.1.13(d)} [§]
1.		
2.		

- a) The following information shall also be provided for each Member of the Consortium

[§] All provisions in curly parenthesis shall be suitably modified by the Bidder to reflect the particulars relating to such Bidder.

Name of Bidder/ Member of Consortium

SN	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by it from participating in any project (BOT or otherwise)?		
2.	If the answer to Sr. No. 1 is yes, does the bar subsist as on the date of Proposal?		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual noncompliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary).

Appendix 5: Format for Technical Capacity of the Bidder**Technical Capacity of the Bidder®**

(Refer to Clauses 2.2.2(A), 3.4 and 3.5 of this RFP Document)

(On the Letter Head of the Bidder/ Lead Member of Consortium)

- a. Details may be given for all types projects undertaken by the Bidder related to Eligible Business as set out in the RFP document set out by PMML.
- b. Details are to be furnished for the projects done by the Bidder in past three years

S. No	Project placed (full name & Address of client)	Project No. & Date	Description of the Project	Date of Completion of the Project	Documentary Evidences (Completion Certificate / LOA) *
1	2	3	4	5	6

*: Copy of the documentary evidences, signed by the Authorised Signatory shall be attached.

signature and seal of the bidder

Appendix 6: Format for Financial Capacity of the Bidder – Gross Revenue

Type of Bidder [#]	Experience (Equivalent Rs. Crore)		
	Gross Revenue in Year 1	Gross Revenue in Year 2	Gross Revenue in Year 3
Single entity Bidder			
Consortium			

Note:

1. Gross Revenue to be certified by Statutory Auditor of the Bidder

**Appendix 6A- Certification for Financial Capacity from Statutory Auditor
{On Statutory Auditor's Letterhead}**

This is to certify that the Revenue furnished by _____ for last 3 Financial Years, preceding bid due date, from the Eligible Businesses, as mentioned in the RFP document set out by PMML, is as detailed below and as furnished in the enclosed statement of accounts, is verified by us and found correct.

Turnover

Financial Year			
Turnover			

CHARTERED ACCOUNTANT:

(Signature with Seal)

My Membership No:

Address:

Appendix 6B: Format for Financial Capacity of the Bidder – Net Worth**Financial Capacity of the Bidder***(Refer to Clauses 2.2.2(B), 2.2.3(ii) and 3.6 of this RFP Document)**(In Rs. Crore)[@]*

Name of Bidder	Net Worth in Year 1[€]	
<i>(1)</i>	<i>(2)</i>	
Name of Entity		
Total		

[@] For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 82 (eighty-two) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

[€] The Bidder should provide details of its own Financial Capacity.

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements, and Annual Reports for 3 (three years preceding the Proposal Due Date. The financial statements shall:
 - a) reflect the financial situation of the Bidder;
 - b) be audited by a statutory auditor;
 - c) be complete, including all notes to the financial statements; and
 - d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Worth shall mean aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.
3. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on.
4. Profit After Tax (PAT) for atleast two out of last three years shall be positive
5. The Bidder shall also provide the name and address of the Bankers to the Bidder.
6. The Bidder shall provide an Auditor's Certificate as set out in this Appendix specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth in accordance with Clause 2.2.3 (ii) of this RFP Document.

**Appendix 6C- Format For Certification For Net Worth From Statutory Auditor
{On Statutory Auditor's Letterhead}**

Date:

To,

The Director

Prime Ministers Museum and Library

Teen Murti

Teen Murti Marg

Delhi 110011

Dear Sir/Madam,

We have examined the books of accounts and other relevant records of <<Bidder along with registered address>>. On the basis of such examination and according to the information and explanation given to us, and to the best of our knowledge & belief, we hereby certify that the Net worth of the bidder for the last financial year is as follows:

Financial Year	Net Worth

(Signature of the Chartered Accountant) Name:

Designation:

My Membership No:

Date:

Company Seal

Address:

Appendix 7: Format for Statement of Legal Capacity

Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/ Lead Member of the Consortium)

Ref. Date:

To,

Director
Prime Ministers Museum and Library
Teen Murti Teen Murti Marg
Delhi 110010

Sub: Proposal for Development of Cafeteria and Redevelopment of Canteen at PMML on DFBOT Basis

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the proposal) satisfy the terms and conditions laid out in the RFP Document.

We have agreed that (insert member's name) will act as the Lead Member of our Consortium. *

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFP Document. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,
(Signature, name, and designation of the person authorising the authorised signatory)
For and on behalf of.....

* Please strike out whichever is not applicable.

Appendix 8: Format of Power of Attorney for Signing of Proposal
Power of Attorney for Signing of Proposal

Know all men by these presents, we..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ Lead Member of the Consotium and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") 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 the Development of Cafe on DFBOT Basis Project proposed or being developed by Prime Ministers Museum and Library, Delhi (the "Authority ") including but not limited to signing and submission of all proposals , price proposal and other documents and writings, participate in Pre-Proposal and other conferences and providing information/ responses to Authority, representing us in all matters before Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our proposal, and generally dealing with 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 and/or till the entering into of the Concession Agreement with Authority.

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

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.

Accepted

Notarised

.....
(Signature)

(Name, Designation and Address of the Attorney)

Notes:

- 1 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.
- 2 Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- 3 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 Bidders 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 9: Format for Power of Attorney for Lead Member of Consortium

Whereas the Prime Ministers Museum and Library ("PMML" or "Authority") has invited proposals from interested parties for the Development of Cafeteria and Redevelopment of Canteen at PMML (the "Project").

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

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

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

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

Witnesses:

1.

2.

.....
(Executants)

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

Notes:

- 1 *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.*
- 2 *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- 3 *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 Bidders 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 Appostille certificate.*

Appendix 10: Format for Joint Bidding Agreement Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of
....., 20.....

AMONGST

1. {....., a _____ incorporated under the _____ Act, _____
and having its registered office at (hereinafter referred to as the “First
Part” which expression shall, unless repugnant to the context include its
successors and permitted assigns)

AND

2. {....., a _____ incorporated under the _____ Act, _____
and having its registered office at (hereinafter referred to as the “Second
Part” which expression shall, unless repugnant to the context include its
successors and permitted assigns)

The above mentioned parties of the FIRST, SECOND PART are collectively referred
to as the “Parties” and each is individually referred to as a “Party”

WHEREAS

- A. _____ (“Authority”), represented by its _____,
Authority and having its principal offices at _____ (hereinafter
referred to as the “Authority ” which expression shall, unless repugnant to the
context or meaning thereof, include its administrators, successors and assigns)
has invited proposals (the “Proposals”) by its Request for Proposal Document
dated(the “RFP”) for development, operation and maintenance of Bus
Terminal at Karnal Project (the “Project”) through public private partnership.
- B. The Parties are interested in jointly bidding for the Project as members of a
Consortium and in accordance with the terms and conditions of the RFP Document
and other bid documents in respect of the Project, and
- C. It is a necessary condition under the RFP Document that the members of the
Consortium shall enter into a Joint Bidding Agreement and furnish thereof with the
Proposal.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.

The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder and awarded the Project, Lead Member shall enter into a Concession Agreement with Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until execution of the Concession Agreement;
- b) Party of the Second Part shall be {the Financial Member/ Technical Member/ Other Member of the Consortium;}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP Document and the Concession Agreement.

6. Share in the Consortium

- 6.1 The Parties agree that the proportion of shareholding among the Parties in the Consortium shall be as follows:

First Party:

Second Party:

- 6.2 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7. Representation of the Parties

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

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

or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated upon return of the Bid Security by Authority to the Bidder.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

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

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

- 1.
- 2.

Notes:

1. *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be*

under common seal affixed in accordance with the required procedure.

2. *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*

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

Appendix 11: Format for Bank Guarantee for Bid Security

B.G. No. Dated:

1. In consideration of you, _____
("Authority") and having its office at _____
_____, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Proposal of (a company registered under the Companies Act, 1956/ 2013) and having its registered office at (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Development of Café at PMML, Delhi on DFBOT Basis at Delhi Project (hereinafter referred to as "the Project") pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "RFP Document"), we(Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.5 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to Authority an amount of Rs. _____ (Rupees _____ only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFP Document.
2. Any such written demand made by Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Document shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of Authority is disputed by the Bidder or not, merely on the first demand from Authority stating that the amount claimed is due to Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the RFP Document including failure of the said Bidder to keep its Proposal open during the Proposal validity period as set forth in the said RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 120 (One Hundred Twenty) days from the Proposal Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Document including, inter alia, the failure of the Bidder to keep its Proposal open during the Proposal validity period set forth in the said RFP Document, and the decision of Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, Authority shall be entitled to treat the Bank as the principal debtor. Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP Document or to extend time for submission of the Proposal or the Proposal validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP Document or the securities available to Authority, and the Bank shall not be released from its liability under these presents by any exercise by Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of Authority or any indulgence by Authority to the said Bidder or by any change in the constitution of Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. _____ Crore (Rupees _____ Crore only). The Bank shall be liable to pay the said amount or any part thereof only if Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before _____.
14. This guarantee shall also be operatable at our _____ Branch at Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
15. The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of PMML, details of which is as under:

S N	Particulars	Details
1	Name of Beneficiary	
2	Beneficiary Bank Account No.	
3	Beneficiary Bank Branch Name and Address	
4	Beneficiary Bank Branch IFSC	

Signed and Delivered by Bank

By the hand of Mr./Ms., its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

Appendix 12: Format of Non-Collusion Certificate

Non-Collusion Certificate

(on the Letter Head of Bidder/ Lead Member of the Consortium)

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

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated thisDay of, 20.....

..... Name of the Bidder

..... Signature of the Authorised Person

..... Name of the Authorised Person

Note:

- To be executed by all the Members in case of Consortium.

Appendix 13: Project Design Capability – Presentation Requirements

The Presentation to PMML shall ensure adherence to the Cafeteria and Canteen Facilities. The Presentation to be given by Qualified Bidders (Clause 3.7) shall be evaluated as per the following parameters:

S. No	Presentation Parameters	Marks
1	Company Profile	10
2	Experience in projects as per Eligible Business(s), over last 3 years: i. 3 projects: 4 marks ii. 4 to 6 projects: 7 marks iii. More than 6 projects: 10 marks (Note: Detailed slides shall be shown for each project showcasing location of the project, description of the theme opted for project and other relevant details highlighting the project features.)	10
3	Proposed Concept Design (this may include Preliminary design and drawings, 3-D Architectural plans to showcase design attractiveness, Contingency plans for safety and disaster management)	15
4	Marketing Plan (The Facilities are expected to cater to large sub-section of the society. Hence, suitable strategy and facilities relevant to, from school children to high end consumers, is expected to be developed. The marketing plan needs to elaborate on the aforesaid, with information on marketing of concept.)	15
		50

The Project Design Proposal needs to meet a minimum score of 30 marks out of total of 50 marks, based on evaluation undertaken by PMML.

During the Presentation, the Bidders are expected to submit hard copy of the presentation and Bidder's detailed plan, architectural design, 3D views and other drawings in a bound booklet of A-3 size in horizontal format.

Appendix 14: Format of LOA

Prime Ministers Museum and Library , Teen Murti Marg, Delhi 110010

Dated,

To,

{Name of Successful Bidder}

Subject: Letter of Acceptance (LOA) for Proposal for Development of Cafeteria and Redevelopment of Canteen at PMML on DFBOT Basis.

Reference: Your proposal for the subject work dated

Sir,

1. This is in reference to the Proposal submitted by _____ {Name of Successful Bidder} by the Proposal Due Date _____ in response to the RFP Document no _____ dated _____ released by PMML (along with the amendments made thereafter) dated _____ for **Proposal for Development of Cafeteria and Redevelopment of Canteen at PMML on DFBOT Basis** .
2. The aforesaid Proposal was considered and evaluated by the bid evaluation committee constituted by PMML for this purpose.
3. *Further, subsequent discussions were held with you on _____, and the summary of such discussions is set out in the enclosed Enclosure/s. {To be inserted where such discussions have been held}.*
4. PMML is now pleased to inform that _____ (name of Successful Bidder) has been selected as the Successful Bidder for **Development of Cafeteria and Redevelopment of Canteen at PMML, Delhi on DFBOT Basis**.
5. This letter is intended to convey the acceptance of PMML, subject to the terms & conditions specified in the RFP Document issued to your company and conditions set out in the draft Concession Agreement to be executed within 45 (forty-five) days from the date of this letter, of the Proposal submitted by Successful Bidder, wherein Successful Bidder has quoted *Annual Revenue Share of _____ % /- { in words}*
6. As a token of your acknowledgment of this letter, within 7 (seven) days from the date of this letter, you are hereby requested to return a copy of the same to us, duly signed by the authorized signatory.
7. Further, you are also requested to comply with regard to the following:
 - (a) Execution of the Concession Agreement;
 - (b) Furnish a Performance Guarantee for the sum of Rs. _____, in terms of the draft Concession Agreement;

Kindly note that this communication by itself does not create any rights in you and your rights shall come into effect upon complying with conditions set out in para 6 and 7 and the execution of Concession Agreement.

Yours faithfully,

{authorized signatory}