

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

Request for Proposal Document

October, 2024

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

Notice Inviting Tender

PMML/Café/2024

Dated: 15-10-2024

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 or before 7th November, 2024. Proposals received by the Due Date shall be opened by 1700 hours on 7th November, 2024. All subsequent changes will be posted only on the 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)
Price Proposal Phase	As defined in Clause 1.2.2 (c)
Project Capital Outlay	As per Appendix 13
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
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 3.8.2 & 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, utilizing the Quality and Cost-Based Selection (QCBS) methodology. 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.

(Note: Bidders who have previously submitted their proposals in response to the earlier RFP, dated 17th May 2024, for the Development of Cafeteria and Redevelopment of Canteen at PMML are exempted from paying the cost of bid document of INR 10,000 again, provided their earlier submission was complete. Such bidders must, however, clearly submit relevant proof for submission of cost of bid document in their new proposal under this RFP).

- 1.2.2 As part of the Bidding Process, the business entities and interested parties (the "Bidders") will be required to submit (i) Technical 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 phased approach comprising:

- (a) **Test of responsiveness (Phase 1):** This involves a test of responsiveness of the key submissions. Those Proposals found to be substantially responsive ("Responsive Bidders") would be evaluated in the Phase 2.
- (b) **Technical Proposal Evaluation (Phase 2):** The Responsive Bidders shall be evaluated for the technical capacity, financial capacity, and other such compliances in accordance with the evaluation criteria set out in this RFP Document (hereinafter referred to as the "Technical Proposal Evaluation"). At the end of this Phase, Authority intends to prepare and release a list of Qualified Bidders. A minimum technical score, as per Clause 2.2.2 (A) must be achieved to proceed to the Price Proposal evaluation phase.
- (c) **Price Proposal Evaluation (Phase 3):** Price proposals shall be opened only for those bidders who qualify in the technical evaluation. The Price Proposals of those Bidders who do not qualify as Qualified Bidders shall be returned unopened. The Evaluation criteria shall be as per Clause 3.8.

1.2.4 The Bidding Documents also comprise the Draft Concession Agreement for the Project. The aforesaid agreement 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.

(Note: Bidders who have previously submitted their proposals in response to the earlier RFP, dated 17th May 2024, for the Development of Cafeteria and Redevelopment of Canteen at PMML are exempted from depositing the Bid Security of Rs. 4 Lakhs again, provided their earlier submission was complete. Such bidders must, however, clearly submit relevant proof of their earlier Bid Security submission in their new proposal under this RFP).

1.2.6 Subject to Clause 3.9, the Preferred 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 Preferred Bidder in case such Preferred 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 Bidders are allowed to bid as a Single Entity or 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.

	Functionality		
	b. Cafeteria Sitting Area: Concept, Aesthetics, Functionality	15	
	c. Contingency Plans (Access for Divyangjan, Safety & Disaster management)	5	
	d. Detailed methodology, Sequence, Construction process & innovations proposed for overall attractiveness	6	
	Marketing & Communications Plan		
	a. Consumer Segmentation Strategy	5	
	b. Brand Positioning (clarity and uniqueness to position the cafeteria)	5	
	c. Promotional Campaigns (digital marketing, social media campaigns, offline strategy etc)	5	
	Revenue Management & Reporting		
	a. Revenue recognition process details	5	
	Total marks for Technical Capacity	100	

B. Financial Capacity: For demonstrating Financial Capacity (the “Financial Capacity”), the bidders shall meet the following criteria:

1. 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.
2. The Bidder shall have a minimum Net Worth of Rs. 50 lakhs (Rupees Fifty Lakhs Only) at the close of the financial year preceding Proposal Due Date.²
3. Bidder Firm’s Profit After Tax (PAT) must be positive in at Least 2 (two) out of last 3 (three) Financial Years preceding Proposal Due Date.

Note: A minimum score of 70 out of 100 must be achieved under Technical Capacity as per Clause 2.2.2 (A) to be eligible for Price Bid Evaluation. The Technical Capacity and Financial Capacity, respectively set out in 2.2.2 (A) and 2.2.2 (B), together shall form the basis for Technical Proposal Evaluation (“Technical Proposal Evaluation”) criteria.

² In case a Bidder has issued any fresh Equity Capital during the current financial year (i.e., the Financial Year preceding Bid Due Date, 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.

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 within 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 Preferred 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
Part II	Draft Concession Agreement
Part III	Project Information Memorandum

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.**
- xiv.) Project Capital Outlay as per **Appendix 13.**

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 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 or before Proposal Due Date mentioned in Appendix 1, 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 open Technical Proposals as per the schedule set out in Appendix 1, in the presence of the authorized representatives of PMML and its Consultant(s)/ Advisor(s) as per clause 2.20. 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 11 (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 Proposals received physically as per the schedule set forth in Appendix 1, at the place specified in Clause 2.11.3.
- 3.1.2 Authority will subsequently examine and evaluate 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 contains Project Capital Outlay as per **Appendix 13**.
 - (l) it is accompanied by the Bid Security as specified in Clause 2.1.5;
 - (m) it does not contain any condition or qualification;
 - (n) 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
 - (o) 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 whose Proposals are responsive as per Clause 3.2 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 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 As per Clause 2.2.2 (A)(2), the Responsive Bidders will be invited to make a presentation to PMML for Project Design Capability.

3.6.6 The Authority shall evaluate Responsive Bidders as per Technical Proposal Evaluation criteria set out in Clause 2.2.2 (A) and Clause 2.2.2 (B). Responsive Bidders fulfilling the Technical Proposal Evaluation criteria, shall be declared as Qualified Bidders (“Qualified Bidders”). Price Proposals of only Qualified Bidders would be opened. The Authority shall notify other Bidders that they have not qualified technically. 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. The Presentation would be evaluated based on the parameters set out in Clause 2.2.2 (A)(2).

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.

3.8.2 Qualified Bidder who quotes the highest “Annual Revenue Share”⁴ in Price Proposal, payable to the PMML, in terms set out in Draft Concession Agreement, for the granted concession period shall be awarded 100 marks and all other Bidders shall be marked on pro-rata basis depending upon their quoted Annual Revenue Share (“Financial Score”).

Following table demonstrates an **example** of Financial Score:

Name of Bidder	Annual Revenue Share as per Price Proposal	Financial Score
Bidder 1	10%	100
Bidder 2	8%	$(8/10) \times 100 = 80$
Bidder 3	6%	$(6/10) \times 100 = 60$

Note: The Annual Revenue Share quoted by the Bidder shall be based on the Gross Revenue as per Draft Concession Agreement.

In addition to the Annual Revenue Share quoted above, the Concessionaire shall make monthly payment of Rs. 40,000 (Rupees Forty Thousand only), 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,

⁴ The Annual Revenue Share shall be paid by Concessionaire on monthly basis, as per the terms set out in Draft Concession Agreement.

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 Selection of Bidder

3.9.1 Subject to the provisions of Clause 2.16.1 and 3.9, the Proposal of the Qualified Bidders for the Project would be evaluated based on Quality and Cost Based Selection (QCBS) process wherein the Technical Score shall be given 70% weightage and Financial Score shall be given 30% weightage.

3.9.2 Bids shall be ranked according to their combined scores ("Combined Score"), calculated using the Technical Score and Financial score and the weights as follows:

$$\text{Combined Score} = \text{Technical Score} \times 70\% + \text{Financial Score} \times 30\%$$

Following table demonstrates an **example** of Combined Score:

Name of Bidder	Technical Score	Financial Score	Combined Score
Bidder 1	85	100	$(85 \times 70\%) + (100 \times 30\%) = 89.5$
Bidder 2	88	80	79.6
Bidder 3	75	60	76.5

3.9.3 The bidder scoring highest Combined Score shall be declared as preferred bidder ("Preferred Bidder").

3.9.4 If two or more Bidders have equal Combined Score (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.

3.9.5 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 of the Bidders shall be convened on 25th October, 2024 at 14:00 Hrs in Seminar Hall at Prime Ministers Museum and Library, Teen Murti Complex. A maximum of two representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of Authority. Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive Bidding Process.

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	15.10.2024
2.	Pre-Bid Meeting	25.10.2024 at 14:00 Hrs
3.	Proposal Due Date	07.11.2024 till 15:00 Hrs
4.	Opening of Technical Proposals	07.11.2024 at 17:00 Hrs
5.	Announcement of Qualified Bidders	To be intimated separately
6.	Opening of Price Proposals	To be intimated separately
7.	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 _____
(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 revenue⁵, as per terms set out in Draft 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) to PMML as per the terms set out in 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

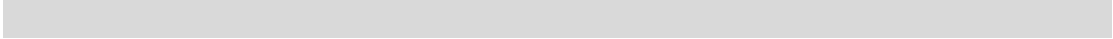
..... Name of the Authorised Person

Note:

⁵ Gross Revenue shall be as per the Draft Concession Agreement

- 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 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>>. Based on 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 Capital Outlay**(Inclusive of all taxes applicable on the date of submission of Proposal) (Rs.)**

S. N	Estimate of Investment for Cafeteria – Item Description	Amount (in Rs Lakhs)
1.	Paneling of Dome of Planetarium using Steel Tubes and Printed/Engraved FRP Sheets	
	Steel Works in panelling	
	Fibre Reinforced Plastic Sheets	
	Engraving/Embossing on FRP Sheets	
2.	Steel Pergola on Terrace of Café	
3.	Grass Turfing on the roof of Planetarium	
4.	Painting and Finishes on the exposed surfaces	
5.	Electrification and Outdoor Lighting of Cafeteria	
6.	Sound System	
7.	Landscaping	
8.	Kitchen Equipment like Refrigerators, Oven, Coffee Machines, Toaster, Beverage Dispenser, Commercial Blenders, Preparation Tables etc	
9.	Ventilation Equipment for Kitchen	
10.	Furnitures	
11.	Cutleries & Consumables	
	Other Items	
	Total for Café	

Note: The Bidder may not necessarily use item description as mentioned in above table and may prepare its own item description in order to estimate investment for Cafeteria and may submit the same as part of Project Capital Outlay.

.....Name of the Bidder
.....Signature of the Authorised Person
.....Name of the Authorised Person

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}

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

Part II
Draft Concession Agreement

PMML, Teen Murti, Delhi

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- a) Copy of RFP Notice
- b) Copy of Minutes of Pre-bid Meeting and Addendum to RFP documents
- c) Copy of Relaxations in the terms & conditions of RFP documents offered by Authority
- d) Approved Designs and Drawings
- e) Copy of Letter of Award
- f) Copy of Certificate of Incorporation of the Concessionaire
- g) Memorandum and Articles of Association of the Concessionaire
- h) Certified copy of Resolution by the Board of the Concessionaire authorizing the execution of this Agreement

CONCESSION AGREEMENT FOR DEVELOPMENT OF CAFETERIA AND REDEVELOPMENT OF CANTEEN AT PMML, DELHI

THIS CONCESSION AGREEMENT is made this {Date} day of {Month}, 2023

BY AND BETWEEN

PMML, having its office at _____, (hereinafter referred as “**PMML**” or “**Authority**”, which expression shall, unless the context otherwise requires, include its successors and assigns);

AND

M/S _____, a company incorporated under the Companies Act, 2013 or a partnership firm registered under the Indian Partnership Act, 1932, or LLP registered under The Limited Liability Partnership Act, 2008 or proprietorship and having its registered office at _____ (hereinafter the “**Concessionaire**”, which expression shall, unless the context otherwise requires, include its successors and permitted assigns).

WHEREAS:

- A. The Authority is keen to improve the visitor experience at the PMML and to this effect proposes for development of Cafeteria and Redevelopment of Canteen at Prime Ministers Museum and Library (PMML), Delhi through private sector on public private partnership (PPP) basis.
- B. The Project comprises, subject to the terms and conditions of this Agreement, the development, design, financing, construction, operation, maintenance and marketing of the Project Facilities by the Concessionaire during the Concession Period, including the right to demand, charge, collect, retain and appropriate the User Charges.
- C. Pursuant to the above, the Authority undertook a transparent competitive bidding process and issued a Request for Proposal (RFP) document dated _____ inviting bids for the Project and selected M/s _____, as the Successful Bidder, which has since incorporated the Concessionaire for implementing the Project.
- D. The Authority hereby grants the Concession for the Project to the Concessionaire in accordance with the provisions hereof.
- F. The Concessionaire acknowledges and confirms that it has undertaken a due diligence of all aspects of the Project including technical and financial viability, legal

due diligence, demand for the Project Facilities and on the basis of its independent satisfaction hereby accepts the Concession and agrees to implement the Project, at its cost and expense, in accordance with the terms and conditions of this Agreement.

- G. Following the Successful Bidder/ Concessionaire fulfilling the pre-conditions to the execution of this Agreement by,
- (a) making payment of Rs. _____ (Rupees _____ only) to Authority towards Monthly Fixed Payment payable on execution of Concession Agreement in terms of Clause 9.4 and further,
 - (b) furnishing to Authority an unconditional and irrevocable bank guarantee of Rs. _____ (Rupees _____ only) as Performance Security, as per the provision of Letter of Award to the Successful Bidder,
 - (c) payment of Rs. 9,50,000/- (Rupees Nine Lakhs Fifty Thousand only) plus (+) GST as project development fee (Project Development Fee) to Delhi Integrated Multi-Modal Transit System Ltd. ("DIMTS"), along with acknowledgement of the LOA.

the Authority has agreed to the implementation of the Project by the Concessionaire on the terms, conditions and covenants hereinafter set forth in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1. DEFINITIONS

In this Agreement, unless repugnant to the context or inconsistent therewith, the following words, phrases and expressions shall bear the meaning hereinafter respectively assigned to them:

“Annual Revenue Share” means _____% (_____ in words) of the Gross Revenue, quoted by the Successful Bidder in the financial/price proposal of the Bid and accepted by the Authority that shall be paid by the Concessionaire to the Authority in accordance with the provisions hereof in consideration for the grant of the Concession.

“Gross Revenue” means all pre-tax gross revenues earned by the Concessionaire under or pursuant to this Agreement, at any time from the date of the execution of this Agreement upto the Transfer Date, but shall exclude only the following:

- (a) any revenue received from the commercial operations of Canteen Facility
- (b) any insurance proceeds received by the Concessionaire relating to (i) third party liability insurance paid or to be paid to the person whose claim(s) constitute(s) the risk or liability insured against; and (ii) any form of physical damage of assets, and the Concessionaire has incurred or will incur an expenditure greater than or equal to such proceeds received for repair, reinstatement or otherwise replacement, promptly and diligently of such assets;
- (c) any monies received by the Concessionaire, for or on behalf of any Government Instrumentality, as an authorized agent of such Government Instrumentality.; and
- (d) any deposit amounts refunded to any person authorized by the Authority in a particular Concession Year provided these pertain to past deposits on which Premium has been paid to the Authority.
- (e) any revenue recognized for construction or upgrade services under the provisions the Indian Accounting Standards (Ind-AS) 11, Construction Contracts and references therein, including subsequent amendments thereof in relation to the recognition of revenues/consideration for construction or upgrade services under Ind-AS, as per Applicable Laws

It is expressly clarified that:

- i. insurance proceeds referred to in exclusion (a) above, shall not include any exclusion of insurance proceeds received for loss of revenues and/or business interruption; monies referred to in exclusion (b) above, shall be excluded only if the same has been credited or will be credited by the Concessionaire to the relevant Government Instrumentality promptly and diligently and any fine, penalty or other amounts of similar

- nature that may accrue as a result of non-payment or delayed payment of such monies under the Applicable Laws, will not be excluded;
- ii. Gross Revenue will be computed on an annual basis for Accounting Year, in accordance with the Indian Accounting Standards, as applicable on the date of the issuance of the RFP; and
 - iii. Gross Revenue will be computed on an annual basis for an Accounting Year, in accordance with the Indian Accounting Standards (Ind-AS) as specified under the Companies (Indian Accounting Standards) Rules, 2015 including amendments thereof from time to time as per Applicable Laws, except the specific provisions in respect of inclusion and exclusion of deposits (refundable or otherwise) referred to in the definition of Gross Revenue above.
 - iv. in case of any dispute, discrepancy, ambiguity, doubt or otherwise, relating to the computation and/or meaning of Gross Revenue, the decision of the Authority, at its sole discretion, shall be final.

“Affected Party” shall have the meaning set forth in **Clause 11.1**.

“Agreement” or **“Concession Agreement”** means this agreement including the recitals, schedules and attachments hereto as may be amended, supplemented or modified in accordance with the provisions hereof.

“Agreement Date” means the date of this Agreement.

“Applicable Laws” means any statute, ordinance, notification, rule, regulation, judgement, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or having the force of law in the Republic of India and the State, by any Competent Authority or instrumentality thereof, whether in effect as of the date of this Agreement or thereafter.

“Arbitration Act” means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;

“Bid” or **“Proposal”** means the documents in their entirety comprised in the proposal or bid submitted by the Successful Bidder, M/s _____ (including the qualification, technical and financial proposal or bid) in response to the Request for Qualification cum Request for Proposal, and accepted by Authority, with amendments and modifications, if any, pursuant to negotiations between the Parties, signed for verification by the authorised representatives of the Parties, attached hereto as **Schedule N**.

“Bid Security” means the bank guarantee/demand draft in favour of Authority of Rs. _____ (Rupees _____ only) provided by the Successful Bidder, M/s _____, along with the Bid.

“Built-Up Area” means the area covered by a building on all floors including the cantilever portion, if any, but except the areas excluded specifically under local authorities’ development control norms/ regulations.

“Business Day” means a day on which banks are generally open in New Delhi

for transaction of normal banking business.

“Canteen or Canteen Facility/ Facilities” means the facilities comprising the built-up area in the Canteen i.e., shop/ kiosk, kitchen, storage, sitting area for visitors with furniture, and other facilities, conveniences, utilities and amenities, more particularly described, but not limited to, in **Schedule B**, that shall be developed, designed, financed, constructed, operated and maintained by the Concessionaire at the Site.

“Change in Law” means occurrence of any of the following events after the execution of this Agreement:

- (a) enactment of any new Applicable Law;
- (b) the repeal in whole or in part (unless re-enacted with the same effect) or modification of any existing Applicable Law;
- (c) the change in interpretation or application of any Applicable Law;
- (d) the imposition of a requirement for a Clearance(s) (other than for cause) not required on the date of this;
- (e) after the date of grant of any Clearance(s), a change in the terms and conditions attaching to such Clearance(s) (other than for cause) or the attachment of any new terms and conditions to a Clearance(s) (other than for cause); or
- (f) any Clearance(s) previously granted ceasing to remain in full force and effect, though there is no fault of or breach by a party (including a failure to renew), or if granted for a limited period, not being renewed on a timely basis on an application therefore having been duly made in good time.

For the avoidance of doubt, a change in the rate of any Tax or the imposition of a new Tax shall not constitute a Change in Law and the Parties shall be liable to bear the impact and incidence thereof at their cost and risk.

“Clearances” means any and all permissions, clearances, licenses, permits, consents, no-objections, exemptions, registrations, filings or other authorisations of whatever nature, including without limitation environmental clearances, approvals of or from any Competent Authority required in connection with the Project and for undertaking, performing or discharging the obligations or fulfilment of the purposes contemplated by this Agreement. An indicative list is set forth in **Schedule D**.

“Cafeteria or Cafeteria Facility/ Facilities” means the facility, comprising café and its built-up area (e.g., shop/ kiosk, kitchen, storage, sitting area for visitors with furniture, and other facilities, conveniences, utilities, horticulture activities and amenities) and more particularly described, but not limited to, in **Schedule B**.

“Common Area” means the common areas (including the parking lots, booking window, walkways, pathways, toilet blocks, the green areas, internal roads,

landscape structures etc.) along with the support infrastructure, facilities and amenities designed, developed, financed, constructed, completed, commissioned, operated and maintained by the Authority inside the PMML Area.

“PMML Area” means the entire Teen Murti Complex belonging to PMML.

“Commercial Operations” means the commercial use of the Cafeteria Facility by charging, demanding, collecting, retaining and appropriating the revenue originating from Project.

“Competent Authority” means Gol, any state government or any governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local having jurisdiction over the Project, the Concessionaire, the Project Assets, the Project Site and the Works or the performance of all or any of the services, obligations or covenants of Concessionaire under or pursuant to this Agreement or any portion thereof.

“Completion Certificate” shall have the meaning specified in Clause 8.5(b).

“Compliance Date” shall have the meaning specified in Clause 3.3 (b).

“Concession” shall have the meaning ascribed thereto in Clause 2.1.

“Concession Period” means the period specified in Article 2.

“Conditions Precedent” means the conditions set out in Article 3 hereof.

“Construction Completion” shall have the meaning specified in Clause 8.4.

“Damages” shall have the meaning set forth in Clause 1.2 (o);

“Designs and Drawings” includes the conceptual and detailed designs, working drawings and engineering, plans, backup technical information required for the Project Facilities and all calculations, samples, patterns, models, specifications and other technical information relating thereto.

“Developmental Standard(s)” means the minimum parameters and standards to be achieved by the Concessionaire in the construction, development and operations of the Project in accordance with internationally sound engineering practices, National Building Code and Applicable Law and / or as determined by the relevant Governmental Authority.

“Directive” means any present or future requirement, instruction, direction, order, rule or regulation issued by any Competent Authority which is legally binding or which is notified/directive issued by the Authority to the Concessionaire, and any modification, extension or replacement thereof from time to time in force.

“Dispute” shall have the meaning set forth in Article 15.

“Dispute Resolution Procedure” means the procedure for resolution of disputes set forth in Article 15.

“Easementary Rights” means all easements, reservations, right of way and

other similar purposes, or zoning or other restrictions as to the use of the real property, which are necessary or appropriate for the conduct of activities of the Concessionaire related to the Project Facilities or which customarily exist on properties which are similarly situated and are engaged in similar activities.

“Encumbrances” means any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other obligation or restriction and shall include physical or legal obstructions or encroachments on the Project Facilities or Third Party claims or rights of any kind attaching thereto.

“Equity” means the sum expressed in Indian Rupees representing the equity share capital of the Concessionaire for the Project and shall include the funds advanced by the Concessionaire for meeting the equity component of the Total Project Cost. Provided, however, that for the purposes of computing Termination Payments under this Agreement, Equity shall be reckoned as an amount that is arrived at after excluding from the equity share capital of the Concessionaire (relating to the Canteen Facility Project Cost) the sum by which the capital cost of the Project Facility, as stated by the Concessionaire for purposes of claiming Termination Payments, exceeds the Canteen Facility Project Cost. Provided further, any equity brought in after Operations Date of Canteen Facility and Operation Date of Cafeteria Facility shall not be considered or taken into account for the purpose of Termination Payment.

“Event of Default” means a Concessionaire Event of Default and/or a Authority Event of Default, as the context may require or admit.

“Financial Closure” means the date on which the Financing Documents providing for funding by the Lenders have become effective and the Concessionaire has immediate access to such funding under the Financing Documents.

“Financial Year” means the year commencing from 1st April of any calendar year to the 31st March of the next calendar year except in the first and the last calendar year of the subsistence of this Agreement. In the first year of subsistence of this Agreement, it means the period from the Compliance Date to the 31st March of next calendar year. In the last year of subsistence of this Agreement, it means the period from 1st April to the Transfer Date.

“Force Majeure” or **“Force Majeure Event”** shall mean an act, event, condition or occurrence specified in the Article 11.

“Good Industry Practice” means the exercise of that degree of skill, diligence and prudence and those practices, methods, specifications and standards of engineering, procurement, construction, equipment, safety, operation and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled concessionaire/ contractor and/or operator, in the implementation, operation and maintenance and supervision of a project of the type and size similar to the Project.

“Gol” means the Government of India.

“Government Instrumentality” means any department, division or sub-division of the Government of India or the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body, including Panchayat under the control of the Government of India or the State Government, as the case may be, and having jurisdiction over all or any part of the Project or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement;

“Lenders” means financial institutions, banks, non-banking financial companies, funds, trusts or trustees of the holders of debentures or other securities who provide financial assistance to the Concessionaire under the Financing Documents.

“Maintenance Review Committee” means the committee specified in Clause 8.8.1 hereof.

“Material Adverse Effect” means circumstances which may or do (i) render any right vested in a Party by the terms of this Agreement ineffective or (ii) adversely affect or restrict or frustrate the ability of any Party to observe and perform in a timely manner its obligations under this Agreement or the legality, validity, binding nature or enforceability of this Agreement.

“Material Breach” means a breach of the obligations, terms and conditions of this Agreement or covenants by a Party, which materially and substantially affects or is likely to affect the Project/ the performance of the transactions contemplated by this Agreement or has/is likely to have a Material Adverse Effect.

“Monthly Payment for Cafeteria” means the payment that will be made by Concessionaire on monthly basis, starting from the Operations Date of Cafeteria Facility, with each month’s payment calculated as one-twelfth of the Annual Revenue Share quoted by the Concessionaire with GST to be paid additionally by the Concessionaire. This payment will be on the basis of Gross Revenue generated by the Concessionaire.

“Operations Date of Canteen/ Canteen Facility” means the date on which the Authority issues the Provisional Certificate or the Completion Certificate for the Canteen Facility, upon which the Concessionaire commences Commercial Operations in the Canteen.

“Operations Date of Cafeteria/ Cafeteria Facility” means the date on which the Authority issues the Provisional Certificate or the Completion Certificate for the Cafeteria Facility, upon which the Concessionaire commences Commercial Operations in the Cafeteria.

“Operations Period for Canteen/ Canteen Facility” is the period commencing from the Operations Date of Canteen Facility and ending on the expiry or termination of this Concession Period.

“Operations Period for Cafeteria/ Cafeteria Facility” is the period commencing

from the Operations Date of Cafeteria Facility and ending on the expiry or termination of this Concession Period.

“O&M” means the operations and maintenance of the Project Facility, as the context admits or requires (other than the Authority Facilities) and includes inspection, surveys, testing, checks, and remedying the defects therein in accordance with the provisions of this Agreement, including the Specifications and Standards and Good Industry Practice.

“Party” means either the Authority or the Concessionaire, and **“Parties”** means collectively the Authority and the Concessionaire.

“Performance Security” means the irrevocable and unconditional bank guarantee provided by the Concessionaire from a nationalized/ scheduled bank approved by the Authority, substantially in the form set out in Schedule E, as guarantee for the performance of its obligations in respect of the Project.

“Performance Standards” or **“Minimum Operation & Maintenance Requirements”** means the standards for the operation and maintenance of the Project Facility, as set forth in Schedule I.

“Person” means any natural person, firm, corporation, company, voluntary association, partnership, joint venture, trust, incorporated organisation, unincorporated organisation, any government or competent authority or instrumentality thereof or other entity.

“Project” means, subject to the provisions of this Agreement, the (i) development, financing, design, construction, operation, maintenance and transfer of the Project Facilities (excluding operation and maintenance of the Authority Facilities) at the Project Site and all activities incidental thereto.

“Project Assets” means collectively the assets of Project Facility, in each case comprising all tangible and intangible assets relating respectively to the Project Facility, as the case may be, including, but not limited to, (a) rights over the Site in the form of license, right-of-way or otherwise; (b) tangible assets such as foundation, buildings, substructures and superstructures, pavements, over-bridges, works, subways, drainage facilities, sign boards, equipment, electrical works for lighting of and telephone and communication equipment; (c) financial assets, such as receivables, cash and investments; (d) rights under the Project Agreements and other agreements and (e) insurance proceeds.

“Project Facility/ Facilities” means collectively the Canteen and Cafeteria Facilities

“Project Site” or **“Site”** means the lands, appurtenances and rights in relation thereto on, including Easementary Rights and the approach land on, under, in or through which the Project Facilities or any other construction relating thereto is situated, located, passes through, sits upon or overlies, more particularly described in Schedule A and depicted on the site plan attached thereto.

“Provisional Certificate” means certificate in respect of the Project Facility

issued by the Authority in consultation with the Authority pursuant to Clause 8.5.

“Punch List” shall have the meaning specified in Clause 8.5 (a).

“Project Capital Outlay” means the capital cost quoted by the Successful Bidder in its Proposal.

“Request for Proposal” or **“RFP”** means the Request for Proposal dated _____, 20__ issued by the Authority inviting bids/proposals for the Project, and includes any addendum/clarifications issued in respect thereof by the Authority.

“Rs.” or **“Rupees”** refers to the lawful currency of the Republic of India;

“SBI PLR” means the prime lending rate per annum for loans with 1 (one) year maturity as fixed from time to time by the State Bank of India, and in the absence of such rate, the average of the prime lending rates for loans with 1 (one) year maturity fixed by the Bank of Baroda and the Bank of India and failing that any other arrangement that substitutes such prime lending rate as mutually agreed between the Parties.

“Scheduled Construction Completion Date” shall have the meaning specified in Clause 8.4.

“Security Interest” means any existing or future mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security interest or other encumbrances of any kind securing or conferring any priority of payment in respect of any obligation of any Person and includes without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security in each case under any Applicable Law.

“Sub-Licensee/ Sub-Licensees” means any person or persons or entity to whom the Concessionaire grants a sub-license or sub-lease to use or operate any part of the Canteen Facilities, pursuant to the terms and conditions of this Agreement.

“Successful Bidder” means the entity that has been successful in the bidding process for the Project and that has incorporated the Concessionaire.

“Specifications and Standards” means collectively the Technical Specifications and Standards and the Performance Standards for the Canteen Facility or Cafeteria Facility, either or both of them as the context admits or requires.

“Statutory Auditors” means a reputed firm of chartered accountants duly licensed to practice in India acting as Statutory Auditors of the Concessionaire.

“Subcontractor” means the equipment, procurement and construction (EPC) contractor(s) and/or operation and maintenance (O&M) contractor (s) and/or any other contractors and sub-contractors, manufacturers or suppliers of Works or part thereof, as the context admits or require, to whom the Concessionaire

contracts or subcontracts the Works relating to the Project Facilities.

“Taxation” or **“Tax”** means all forms of taxation whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value, goods, services, works, import, export, production or other reference and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions, rates and levies (including without limitation social security contributions and any other payroll taxes), whenever and wherever imposed (whether imposed by way of a withholding or deduction for or on account of tax or otherwise) and/or levied of any nature whatsoever, whether by GoI, State Government or Competent Authorities, and in respect of any Person and all penalties, charges, costs and interest relating to it.

“Technical Specifications and Standards” means Developmental Standard and the technical specifications and standards for the Project Facility set forth in Schedule C hereof.

“Termination” means prior termination of this Agreement pursuant to Termination Notice but shall not, unless the context otherwise requires, include the expiry of this Agreement due to efflux of time in the normal course.

“Termination Payment” means the aggregate of the amounts payable by Authority to the Concessionaire under this Agreement upon Termination. Provided, however, that for purposes of determining such Termination Payments the capital cost of the Project shall at all times be reckoned as an amount not exceeding the Total Project Cost.

“Third Party” means any Person, real or judicial, or entity other than the Authority and the Concessionaire.

“Third Party Agreements” means all Agreements entered into between the Concessionaire and third Persons, including, but not limited to other Agreements with Concessionaire and vendors of any goods or services to the Concessionaire.

“Tests” means the tests to be carried out pursuant to this Agreement.

“Total Project Cost” means the lowest of the following:

- (a) Project Cost (both Canteen Facilities and Cafeteria Facilities) as set forth in the Financing Documents.
- (b) Actual Capital Cost of the Project upon completion thereof as certified by Statutory Auditors.
- (c) A sum of Rs. 200 lakhs.

“Transaction Documents” means collectively the Project Agreements and the Financing Documents.

“Transfer Date” means the day immediately following the last day of the Concession Period, including any extensions thereto or earlier termination thereof, in accordance with the terms of this Agreement.

“Users” means Persons and entities using the Project Facility.

“User Charges” means the charges, prices, royalties, service charges, or all sources of revenue or amounts of money by whatever name called that are payable at any time and from time to time by any Person/entity/user to the Concessionaire in respect of the Project Facility.

“Vacant Possession” means delivery of possession of the lands comprising the Project Site or part thereof, free from all Encumbrances, and the grant of all Easementary Rights and all other rights appurtenant thereto.

“Works” or **“Scope of Works”** means the works relating to the development, design, construction and O&M of the Project Facilities or any other ancillary activity (singularly or collectively, as the context admits or requires), to be undertaken by the Concessionaire and/or its Subcontractors in accordance with the provisions hereof, including the Specifications and Standards, and the services and things to be designed, engineered, constructed, supplied, executed, manufactured, installed, completed, tested, commissioned, rectified, replaced, made good, carried out and undertaken and any other permanent, temporary or urgent works required hereunder in respect of such facility, detailed in Schedule C.

“CPI” means the consumer price index for all commodities published by the National Statistical Office, Ministry of Statistics and Programme Implementation.

1.2. PRINCIPLES OF INTERPRETATION

In this Agreement, unless the context otherwise requires:

- (a) reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date of this Agreement, from time to time be amended, supplemented or re-enacted;
- (b) words importing singular shall include plural and vice versa, and words importing the masculine shall include the feminine gender; and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- (c) the table of contents and headings are for convenience of reference only, and shall not be used in and shall not affect the construction or interpretation of this Agreement;
- (d) words “include” and “including” are to be construed without limitation;
- (e) any reference to any point in time shall mean a reference to that point in time according to Indian Standard Time; any reference to Rs. or Rupees shall mean a reference to Indian Rs. or Rupees (currency of India);
- (f) any reference to day shall mean a reference to a calendar day; any reference to month shall mean a reference to a calendar month;
- (g) the Schedules to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;

- (h) reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to such agreement, deed, instrument, license or other document as the same may be amended, varied, supplemented, modified, novated or suspended at the time of such reference;
- (i) references to recitals, clauses, sub-clauses, schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, clauses, sub-clauses, schedules of or to this Agreement;
- (j) "lakh or lac" means a hundred thousand (100,000) and "crore" means ten million (10,000,000);
- (k) any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a Business Day, then the period shall run until the end of the next Business Day;
- (l) wherever in this Agreement provision is made for the giving or issuing of any notice, endorsement, consent, approval, certificate or determination by any Person, unless otherwise specified, such notice, consent, approval, certificate or determination shall be in writing and the words "notify", "endorsed", "consent", "approval", "certify" or "determined" shall be construed accordingly;
- (m) unless otherwise provided, any interest to be calculated and payable under this Agreement shall accrue on a monthly basis and from the respective due dates as provided for in this Agreement;
- (n) any word or expression used in this Agreement shall, unless defined or construed in this Agreement, bear its ordinary English meaning;
- (o) the damages payable by a Party to the other Party as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage/liquidated damages likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the "**Damages**");
- (p) reference to an individual shall include his legal representative, successor, legal heir, executor and administrator; and
- (q) reference to a Person shall be construed as including a reference to its successors and permitted assigns in accordance with their respective interests.
- (r) All measurements and calculations shall be in metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

1.3. AMBIGUITIES WITHIN AGREEMENT

In case of ambiguities or discrepancies within this Agreement, the following shall apply:

- (a) Between two Clauses of this Agreement, the provisions of specific Clauses relevant to the issue under consideration shall prevail over those in other Clauses;
- (b) Between the Clauses and the Schedules, the Clauses shall prevail, save and except as expressly provided in the Clauses or the Schedules;
- (c) Between the dimension scaled from the drawing and its specific written dimension, the latter shall prevail; and
- (d) Between any value written in numerals and that in words, the latter shall prevail.

1.4. PRIORITY OF DOCUMENTS

The documents forming part of the bidding process leading to this Agreement shall be interpreted in the following descending order of priority:

- (a) This Agreement
- (b) Designs and Drawings of the Project
- (c) The Schedules to this Agreement
- (d) The Letter of Award issued to the Concessionaire
- (e) The written clarifications issued to the bidders
- (f) Written addenda to the RFP Document
- (g) The RFP Document
- (h) The Concessionaire's Bid or Proposal
- (i) Written addenda to the RFP Notice/Advertisement, if any
- (j) The RFP Notice /Advertisement

ARTICLE 2 GRANT OF CONCESSION

2.1. CONCESSION

Subject to the terms and conditions of the Agreement, the Authority grants to the Concessionaire and the Concessionaire hereby accepts the Concession including the exclusive right, authority and authorisation during the subsistence of this Agreement, to plan, design, finance, engineer, construct, develop, operate, maintain and manage the Project and enjoy its commercial benefits for the Concession Period.

Subject to and in accordance with the terms and conditions set forth in this Agreement, the Concession hereby granted shall entitle the Concessionaire, the exclusive right and authority to enjoy and undertake the following in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Permits:

- (a) Develop, design, finance, construct, manage, operate and maintain the Project Facility as per the Scope of Work of the Project as mentioned in Schedule B as per good industry practice and to manage and handle the use thereof by third parties; the concessionaire shall be responsible to undertake following:
 - (1) 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.
 - (2) Redevelopment of Canteen for, but not restricted to, 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, Cutleries & Consumables etc based upon requirement.
- (b) Demand, charge, collect, retain and appropriate User Charges;
- (c) Manage, operate and execute rights over all or any part of the Project Assets without any limitation or restriction other than those expressly set out in this Concession Agreement;
- (d) Have access and liberty to plan, design, construct, finance, maintain and operate the proposed Project with the associated facilities and services at the Project Site during the Concession Period, in accordance with the provisions of this Agreement. The sub-leasing of Canteen Facility may be

allowed based on the approval given by PMML.

- (e) demand, charge, collect, retain and appropriate the Premia from the applicants/ allottees/ Licensees/ other persons in respect of the built up area thereat in accordance with the provisions hereof;
- (f) Handover the Project on the Transfer Date;
- (g) enjoy Possession through Leave and License over the Site for Concession Period, in accordance with the provisions of this Agreement;
- (h) have exclusive right and authority, during the Concession Period, to carry out the specified activities in relation to the respective parts of the Project Facilities; and
- (i) Exercise and/or enjoy the rights, powers, privileges, authorisations and entitlements as set forth in this Agreement.

2.2. CONCESSION PERIOD

The Concession Period shall commence from the Compliance Date and shall extend for a period of _____ years from the Compliance Date or the earlier termination or any extension of this Agreement in terms hereof.

Upon expiry of the Concession Period, by efflux of time, PMML may appoint the Concessionaire to undertake such operation and maintenance for such period and on such terms and conditions as are mutually agreed between them and, as necessary, set forth in additional writings or supplementary agreement(s). This exercise should preferably be conducted and completed during the condition survey period under Clause 13.3 herein below. In the event, PMML and the Concessionaire are unable to reach an agreement in this behalf by the expiry of Concession Period, PMML shall commence operation and maintenance by itself or its appointed agency.

2.3. ACTIONS IN SUPPORT OF CONCESSION

- a) The Authority shall use best efforts to ensure that the other concerned Competent Authorities expend the requisite facilitation and assistance to the Concessionaire in the implementation of the Project Facilities related to obtaining the approvals or facilitation needed from the municipal/ local bodies.
- b) The Concessionaire hereby acknowledges the right of the Authority to handle and manage the movement of vehicles at the Site and the parking of vehicles in the parking lots thereat and to shut down/ restrict area of the Project Facility or restrict entry to the of Project Facility from time to time as may be reasonably necessary for safety and security reasons.
- c) Any such handling, management or shutdown of the Project Facility shall not be a breach by the Concessionaire or the Authority of its obligations under this Agreement or be construed as a repudiation by the Concessionaire or Authority of its rights to the Concession granted under

this Agreement. The Authority shall keep all such closures to a minimum so as to ensure normal business operations of the Project Facility to the extent possible.

ARTICLE 3 CONDITIONS PRECEDENT

Save and except as may otherwise be expressly provided herein, the obligations of a Party under this Agreement shall be subject to the satisfaction in full of the conditions precedent relating to the other Party (the “**Conditions Precedent**”).

3.1. CONDITIONS PRECEDENT FOR AUTHORITY

The obligations of the Concessionaire hereunder are subject to the satisfaction in full of the following Conditions Precedent of Authority. The Authority shall have:

- (a) Handed over to the Concessionaire the Possession of the Project Site in accordance with the terms of this Agreement; and
- (b) The Authority shall phase out / terminate all the existing license/s, if any for commercial built up areas/ shops/ kiosks etc. at the Site.

3.2. CONDITIONS PRECEDENT FOR CONCESSIONAIRE

The obligations of Authority hereunder are subject to the satisfaction in full of the following Conditions Precedent of the Concessionaire. The Concessionaire shall have

- (a) Provided to the Authority certified true copies (certified as true by the Director of the Concessionaire) of its constitutional documents and all the board resolutions adopted by the Board of Directors authorising the execution, delivery and performance of this Agreement by the Concessionaire;
- (b) All the representations and warranties of the Concessionaire as set forth in its Bid (by Successful Bidder) and this Agreement are true and correct as on the date of execution of this Agreement and as on the Compliance Date;
- (c) delivered to the Authority a legal opinion from the legal counsel of the Concessionaire with respect to the authority of the Concessionaire to enter into this Agreement and the enforceability of the provisions thereof;
- (d) Submitted to Authority the final Designs and Drawings for the Project adhering to Authority requirements;
- (e) Made all the applications at its cost and procured the Clearances set out in Schedule D, that are required for commencing construction and execution of the Works unconditionally or if subject to conditions then all such conditions have been satisfied in full and such Clearances are in full force and effect;
- (f) Submitted to Authority an unconditional and irrevocable demand bank guarantee for a sum of Rs. 15 lakhs (Rupees Fifteen lakhs) in favour of Authority from a scheduled nationalized bank acceptable to the Authority and payable and enforceable in New Delhi (“**Performance Security**”);
- (g) Has paid Fixed Monthly Payment to Authority as prescribed in Clause 9.4 of this Agreement;

Provided that upon request in writing by the Concessionaire, the Authority may, in its sole discretion, waive fully or partially any or all the Conditions Precedent set forth in this Clause 3.2.

3.3. OBLIGATIONS TO SATISFY CONDITIONS PRECEDENT

- (a) Each Party shall make all reasonable endeavors at its respective cost and expense to procure the satisfaction in full of the Conditions Precedent relating to it within a period of Thirty (30) days from the Agreement Date.
- (b) The later of the date, within such Thirty (30) days, when the Concessionaire or the Authority satisfied its Conditions Precedents shall be the Compliance Date (the “**Compliance Date**”), whereupon the obligations of the Parties under this Agreement shall commence.

3.4. NON-FULFILMENT OF CONDITIONS PRECEDENT

- (a) In the event the Conditions Precedent for a Party have not been satisfied within the stipulated time and the Authority has not waived, fully or partially, such conditions relating to the Concessionaire, this Agreement shall cease to have any effect as of that date and shall be deemed to have been terminated by the mutual agreement of the Parties and no Party shall subsequently have any rights or obligations under this Agreement and Authority shall not be liable in any manner whatsoever to the Concessionaire or Persons claiming through or under it.
- (b) In the event that Possession of the Project Site has been delivered to the Concessionaire prior to the fulfilment in full of the Conditions Precedent, upon the termination of this Agreement under this Clause 3.4, the Project Site shall immediately revert to the Authority, free and clear from any Encumbrances and along with all Easementary Rights, irrespective of any outstanding mutual claims between the Parties.
- (c) In the event this Agreement is terminated due to non-fulfillment of the Concessionaire’s Conditions Precedent and the same is not due to Authority default, Authority shall forfeit the Performance Security as Damages.
- (d) In the event this Agreement is terminated due to non fulfillment of Authority’s Conditions Precedent, Authority shall upon such termination return/refund in full the Performance Security to the Concessionaire; provided there are no outstanding claims of Authority on the Concessionaire unless the Authority’s failure to fulfill its Conditions Precedent is a result of the Concessionaire’s default, in which case Authority shall forfeit the Performance Security as Damages.
- (e) Instead of this Agreement terminating as provided in Clause 3.4, the Parties may by mutual agreement extend the time for fulfilling the Conditions Precedent.
- (f) In the event of termination of this Agreement under Clause 3.4 due to non

fulfilment of Conditions Precedent by either Party, Authority shall not be liable in any manner whatsoever to the Concessionaire or its contractors, agents and employees. Authority's liability shall remain limited to the provisions under this Clause 3.4.

ARTICLE 4 PERFORMANCE SECURITY

4.1. PERFORMANCE SECURITY

For securing the due and punctual performance of its obligations relating to the Project and the terms and conditions of this Agreement by the Concessionaire from the date of execution of the Concession Agreement, including under Article 3, the Successful Bidder/ Concessionaire shall, on or before the date of signing of Agreement, deliver to the Authority an unconditional and irrevocable bank guarantee for a sum of Rs. Fifteen Lakhs (Rupees 15 lakhs only) in favour of the Authority from a scheduled bank acceptable to the Authority and payable and enforceable in New Delhi, in the form set forth in Schedule E (the “**Performance Security**”). The Performance Security shall remain valid by renewal or otherwise at all times till 90 (ninety) days from the expiry of Concession Period.

4.2. FAILURE TO PROVIDE PERFORMANCE SECURITY

The Successful Bidder’s/Concessionaire’s failure to provide the Performance Security, as the case may be, in accordance with the provisions of this Article 4 shall (i) entitle the Authority to call in and forfeit the Bid Security or the Performance Security, as the case may be, and retain and appropriate the same; and (ii) constitute a Concessionaire Event of Default that shall entitle the Authority to terminate this Agreement under the provision of Article 13 hereof.

4.3. APPROPRIATION OF PERFORMANCE SECURITY

- (a) In the event of the Concessionaire being in default of the due, faithful and punctual performance of its obligations relating to the Project under this Agreement and failing to remedy such default within the relevant cure period or owing any sums to Authority under this Agreement or in the event of there being any claims or demands whatsoever whether liquidated or which may at any time be made or have been made on behalf of the Authority for or against the Concessionaire under this Agreement or against the Authority in respect of this Agreement, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant or delinquent amounts from the Performance Security as Damages.
- (b) The decision of the Authority as to any breach/delay having been committed, liability accrued or loss or damage caused or suffered shall be conclusive, absolute and binding on the Concessionaire. The Concessionaire specifically confirms and agrees that no proof of any amount of liability accrued or loss or damages caused or suffered by the Authority under this Agreement is required to be provided in connection with any demand made by the Authority to recover such compensation through encashment of any Performance Security under this Agreement and that no document or any action shall be required other than the Authority’s written demand in this behalf.

- (c) In the event of encashment of the Performance Security by the Authority, in full or part, the Concessionaire shall within 30 (thirty) days of receipt of the encashment notice from the Authority provide a fresh Performance Security or replenish the existing Performance Security, as the case may be. The provisions of this Article 4 shall apply mutatis mutandis to such fresh Performance Security. The Concessionaire's failure to comply with this provision shall constitute a Concessionaire Event of Default, which shall entitle the Authority to terminate this Agreement in accordance with the provisions of Article 13 hereof.

4.4. RELEASE OF PERFORMANCE SECURITY

Subject to the provisions hereof, the Authority shall return the Performance Security to the Concessionaire within four weeks of the Transfer Date for Project Facility, provided that there are no outstanding claims of the Authority upon the Concessionaire.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1. REPRESENTATIONS AND WARRANTIES OF PARTIES

Each Party represents and warrants to the other that:

- (a) It is duly organized, validly existing and in good standing under the laws of India;
- (b) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (c) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- (d) It has the financial standing and capacity to undertake the Project;
- (e) This Agreement constitutes its legal, valid and binding obligation fully enforceable against it in accordance with the terms hereof;
- (f) It is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof; and
- (g) It shall have an obligation to disclose to the other Party as and when any of its representations and warranties ceases to be true and valid.

5.2. DISCLOSURE

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under this Agreement.

5.3. DISCLAIMER

- (a) Without prejudice to any express provision contained in this Agreement, the Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has after a complete and careful examination made an independent evaluation of the Project, the legal framework and the technical and financial aspects of the Project, Scope of Work, the Specifications and Standards, the Project Site and the suitability of its condition, soil and location for implementation of the Project, the availability of goods, materials and things implementing Project, all the information and documents provided by the Authority, its consultants or any Competent Authority, the market and demand conditions, information relating to Users and the cost, risks, consequences and liabilities involved in implementing the Project, and has determined to the Concessionaire's satisfaction the

nature and extent of such difficulties, risks and hazards as are likely to arise or may be faced by the Concessionaire in the course of performance of its obligations hereunder.

- (b) The Concessionaire further acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in sub-clause '(a)' above and hereby confirms that the Authority, any Competent Authority and their consultants shall not be liable for the same in any manner whatsoever to the Concessionaire or Persons claiming through or under the Concessionaire.
- (c) The Concessionaire accepts that it is solely responsible for the verification of any design, data, documents or information provided by the Authority to the Concessionaire, its consultants or any Competent Authority and that it shall accept and act thereon at its own cost and risk.
- (d) The Concessionaire shall be solely responsible for the contents, adequacy and correctness of the Designs and Drawings, data and detailed engineering prepared or procured by the Concessionaire for implementing the Project.

ARTICLE 6 PROJECT SITE

6.1. POSSESSION OF SITE

- (a) The Project Site shall comprise of the land and or Built-up area as described in Schedule A. The Authority shall, on Compliance Date hand over to the Concessionaire, for the purpose of implementing the Project thereat in accordance with the provisions hereof.
- (b) The Parties through their duly authorised representative shall, at least Seven (7) days prior to the Compliance Date, carry out a joint inspection and verification of all the real estate, structures, land, buildings and record the report thereof in a memorandum duly signed by the authorised representatives of both the Parties.
- (c) It is expressly agreed that the rights granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the Authority to terminate the rights, upon the Termination of this Agreement for any reason whatsoever.
- (d) The Concessionaire shall use the Site only for the purposes of implementing the Project thereat and for purposes incidental or necessary thereto as permitted under this Agreement.

All debris, construction and building materials (sand, gravel, stone, rock, loose earth etc.) lying at the Site or generated during implementation of the Project or generated from demolition of existing structures shall be promptly disposed of by the Concessionaire, at its cost. Additionally, the waterproofing work, wherever required, in the canteen has to be taken care of by the concessionaire.

6.2. INFORMATION ABOUT SITE

The information about the Site, provided by the Authority to the Concessionaire in good faith and with due regard to the matters for which such information is required by the Concessionaire. The Authority agrees to provide to the Concessionaire, upon a reasonable request, any further information relating to the Site, which the Authority may now possess or may hereafter come to possess. Subject to this, the Authority makes no representation and gives no warranty to the Concessionaire in respect of the condition of the Site and the Concessionaire shall accept the Site handed over to it by the Authority on an "as is where is" basis.

6.3. ACCESS TO SITE

Subsequent to handover of the Concessionaire shall, at all reasonable times and on reasonable notice, provide access to the Site to Authority and representatives of Competent Authorities to inspect the Site and/or to investigate any other matter under their respective jurisdictions.

ARTICLE 7 OBLIGATIONS OF PARTIES

7.1. OBLIGATIONS OF AUTHORITY

In addition to and without prejudice to its obligations specified in the other provisions of this Agreement, the Authority shall, at its own cost and expense, during the Concession Period, comply with the following obligations in respect of the Project Facility:

- (a) All litigation involving the Project Site/ Project prior to the Compliance Date and wherein the actions have been filed against the Authority shall be conducted solely by the Authority. The Concessionaire shall not be liable or responsible for the same in any manner. The Authority shall indemnify the Concessionaire and shall hold it harmless from and against any claim or cost that may arise as a result of any such litigation.
- (b) Upon written request from the Concessionaire, the Authority shall use its best efforts to provide the Concessionaire for the Project Facilities, access to all infrastructure facilities and utilities, including water, electricity, telecommunication, sewerage and drainage facilities already available on /at the site, at fair rates and on terms no less favourable to the Concessionaire than those generally available to customers receiving substantially equivalent services; provided the Concessionaire has made the requisite applications and is in compliance with the necessary conditions for getting such connections; provided further that the Concessionaire shall arrange at its cost and consequence any such additional facilities that it may require and the Authority shall provide the requisite facilitation in this behalf.
- (c) Upon request from the Concessionaire, the Authority shall grant all Clearances which are necessary for the implementation of the Project at the appropriate stages and which are in its authority to grant or facilitate the granting of the same by the relevant Competent Authorities subject to the Concessionaire complying with the eligibility criteria for the grant of such Clearances.
- (d) The Authority shall permit the Concessionaire to finance, construct, operate and maintain infrastructure at the Site, including without limitation sewers, drains, public conveniences, waste disposal facilities, laying of cables and pipelines and such other facilities and grant and/or facilitate the requisite Clearances for the same.

7.2. OBLIGATIONS OF CONCESSIONAIRE

In addition to and without prejudice to or derogation of its obligations specified elsewhere in this Agreement, the Concessionaire shall, without qualification, during the Concession Period observe, undertake, comply with and perform the following:

- (a) develop, design, finance, construct, operate and maintain the Project

Facilities in accordance with the terms of this Agreement, including without limitation the Applicable Laws, terms of Clearance, Specifications and Standards and Good Industry Practice. The Concessionaire shall plan, organise and execute the Works in a manner which minimizes the disruption to the movement on adjoining roads and inconvenience to the neighboring residents. The Authority shall assist the Concessionaire in all respects with reference to such works, but the assistance or denial thereof shall not release the Concessionaire from its obligations.

- (b) without prejudice to the Concessionaire's obligations in this respect, make or cause to be made the necessary applications to the relevant Competent Authority for all Clearances and supply the appropriate particulars and details to such Competent Authority as may be necessary to confirm that the Concessionaire fulfils the eligibility criteria to enable such authority reasonably to consider the request for the grant of the relevant Clearance and, following the grant of any such Clearance, maintain such Clearance in full force and effect so long as it is necessary in order for the Concessionaire to perform its obligations hereunder. The concessionaire shall also take clearance from NDMC to run the cafeteria, with Authority providing necessary help to obtain the clearance.
- (c) procure, as required, the appropriate proprietary rights, licences, agreements and permissions for materials, methods, processes and systems used or incorporated into development and operations of the Project.
- (d) organise the supervision, monitoring and control of the construction, operation and maintenance of the Project Facilities (excluding the operation and maintenance of the Authority Facilities) by itself or through Subcontractors, if any, as may be necessary to ensure the proper performance of their respective obligations under their respective contracts and in accordance with the terms and conditions of this Agreement.
- (e) periodically report to the Authority during the subsistence of this Agreement, as detailed in Clause 8.9 and elsewhere in this Agreement.
- (f) The Concessionaire may grant sub-license to Sub-Licensee for the use or operation of any part of the Canteen Facilities, subject to the prior written approval of the Authority.
 - i. The terms and conditions of any sub-license shall be consistent with and subordinate to the terms and conditions of this Agreement. The Concessionaire shall ensure that each sub-licensee complies with all applicable laws, regulations, and the terms of this Agreement.
 - ii. The Concessionaire shall remain fully responsible for the performance of all obligations under this Agreement, notwithstanding the grant of any sub-license.
 - iii. In the event of termination of this Agreement, all sub-licenses shall be terminated concurrently, and the Sub-Licensees shall vacate the

Canteen Facility. The Concessionaire shall be responsible for any costs or liabilities arising from the termination of sub-licenses.

- (g) The Operator shall maintain high standards of service, hygiene, and quality of food throughout the term of this agreement as per the guidelines set by Food Safety and Standards Authority of India (FSSAI) and Department of Food Safety (under Govt of NCT of Delhi).
- (h) Obtained Completion Certificate; provided that the Concessionaire shall not be in breach of this provision, if any non-fulfilment or delay in fulfilment of its obligations herein are caused by (i) the occurrence of an event of Force Majeure in accordance with Article 11 hereof or (ii) a Authority Event of Default under this Agreement or (iii) increase in scope of work as certified by the Authority.
- (i) arrange and access at its cost and expense all infrastructural facilities and their backup, if required, like water, electricity and goods, materials, consumables, things and services etc. as necessary for the implementation, construction and operation and maintenance of the Project.
- (j) Pay timely bills to authority, if applicable, for using authorities' utility facilities such as electricity, water, fuel etc.
- (k) make timely payments which are due and payable by the Concessionaire to the Authority, in accordance with the terms of this Agreement.
- (l) save and except as expressly provided herein, not transfer or dispose off or otherwise alienate Project Assets, or any part thereof, without the prior written approval of the Authority.
- (m) be responsible for safety, soundness and durability of the Project Facilities, including all structures forming part thereof and their compliance with the provisions of this Agreement, Applicable Laws and Good Industry Practices.
- (n) maintain the Project Facility in accordance with the terms of this Agreement with the objective of providing adequate service standards to the Users and ensuring that on the Transfer Date, the Project Facility is transferred to the Authority in fair condition, subject to normal wear and tear, having regard to its construction life, use, materials used etc.
- (o) provide security and surveillance services at the Site to maintain the safety and security of the Users and Project Assets.
- (p) make provision and arrangement for first aid and prompt medical attention in cases of accidents and emergencies.
- (q) Make provision for mandatory Wi-Fi facility at the site
- (r) ensure that the User Charges in respect of specified Passenger Amenities are in accordance with the rates relating to them as set out in Schedule L. Additionally, the rates of the amenities in Schedule L can be increased, year

on year basis, as per the CPI Index of that particular year.

- (s) procure and maintain the requisite insurance in respect of the Project Facilities for meeting liabilities arising out of loss of property/or life during the Concession Period. The Concessionaire would be responsible for payments arising out of any third party claims. The Concessionaire shall indemnify and keep the Authority indemnified and hold it harmless from and against any claims or costs in this behalf.
- (t) comply with its obligations under this Agreement in the event of the termination or prior expiry of this Agreement/Concession Period,
- (u) promptly notify the Competent Authorities and hand over to them any archaeological finds, treasures and precious and semi-precious minerals discovered at the Project Site by the Concessionaire or its employees, agents and subcontractors.
- (v) comply with Applicable Laws, if applicable relating to development near heritage structures.
- (w) plan, organise and execute the Works, including construction, implementation and maintenance of the Project Facility, in a manner which minimizes disruption to the underlying operations of PMML such as operations of the Planetarium and Library. The Concessionaire shall not damage any other infrastructure or any other utility developed by the Authority, except as mentioned in Clause 8.2, or any other utilities developed and maintained by any other authority or person and in case of any such damage to undertake the repair and also to pay for any losses that is incurred by the Authority or any authority or any other person, as the case may be.
- (x) provide to the Authority notarised true copies of the duly executed Transaction Documents to which the Concessionaire is a party, including any related instruments, deeds, contracts, supplemental agreements and other such documents relating thereto and of any amendments, supplements or replacements etc. thereof within 15 (fifteen) days of execution or such amendment etc.
- (y) not make any replacement, modification or amendment to any of the Transaction Documents at any time without the prior written consent of the Authority, if such replacement, modification or amendment has or may have the effect of imposing or increasing any financial liability or obligation on the Authority.
- (z) recognises and acknowledges the fact that the Project Facility is intended to provide a public facility, and the Concessionaire shall have no right to prevent, impede or obstruct any bona fide Users from using the Project Facility, save for managing and handling such usage under the terms of this Agreement.
- (aa) inform, by most expeditious means, the police and other concerned

Competent Authorities and the Authority, in the event of an accident within the Project Site. The Concessionaire shall take expeditious action to provide medical aid, emergency services and relief to the accident victims and upon completion of legal formalities, clear the accident site and remove the debris and wreckage. The Concessionaire shall liaison with the emergency hospital and ambulance service providers to meet exigencies and emergencies arising out of accidents. The Authority shall not be liable to pay any compensation to the accident victims unless such accident is due to the default or negligence of its employees or representatives or the Authority is required to make such payment under the Applicable Laws or orders of any court.

- (bb) pay to the concerned Competent Authorities the electricity, water, sewerage, power, telephone, sanitation and other applicable utility expenses, charges and rates, including penalties for delay or default in payment, at the rates applicable from time to time, in respect of the use of such utilities for the Project Facilities (excluding the Authority Facilities) and indemnify and keep indemnified the Authority in this behalf.
- (cc) indemnify and keep indemnified the Authority, its employees and consultants from and against any claim, liability, cost, suit or legal proceeding and attorney costs arising in any manner from the implementation of the Project.
- (dd) pay or ensure payment of all present and future applicable taxes, charges, rates, assessments, duties, levies, fines, cesses including labour welfare cess, penalties and other outgoings, including property and municipality taxes from time to time during the Concession Period, to the Competent Authorities in respect of the Project Facilities/Project Site. The Concessionaire shall be responsible for payment of applicable Goods and Services Tax, if applicable on the payments made to Authority. The Concessionaire shall indemnify and keep indemnified the Authority from any and all liabilities and consequences arising from any and all such non-payment, delayed payment, attachment, disturbance of possession, notice, order, litigation etc.
- (ee) make efforts to maintain harmony and good industrial relations among the labour and personnel employed in connection with the performance of the Concessionaire's obligations under this Agreement/ implementation of the Project and be the principal employer in respect of such labour and personnel. The Concessionaire shall be solely responsible and liable for compliance with all Applicable Laws, including labour and local laws, pertaining to the employment of labour, staff and personnel by it and its Subcontractors for implementing the Project.
- (ff) pay liquidated damages to the Authority for non-performance under this Agreement in accordance with Schedule M other than where such occurrences are caused by (i) an event of Force Majeure in accordance

with Article 11 hereof or (ii) Authority Event of Default or any other act or omission by Authority in material contravention of its obligations under this Agreement;

- (gg) provide the necessary documents and other information and such assistance, labour, materials, consumables, electricity, fuel, stores, apparatus and instruments as may reasonably be required by Authority to carry out tests in the Project Facility. The Concessionaire shall provide engineering support and technical know-how as necessary to carry out such tests.
- (hh) not to do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement.
- (ii) not to create any third party rights on the Site, except as permitted under this Agreement, and also to ensure that State Government /Authority are not adversely affected in any way.
- (jj) transfer free of cost, the Project Facility on the Transfer Dates to the Authority, free of all Encumbrances.

7.2.1 OBLIGATIONS RELATING TO OTHER AGREEMENTS

- (a) It is expressly agreed that the Concessionaire shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in any other agreement, and no default under any agreement shall excuse the Concessionaire from its obligations or liability hereunder.
- (b) The Concessionaire and its representatives, subcontractors, shall be responsible for complying at its/their cost and risk with the Applicable Laws relating to the development, construction, completion, implementation, use and maintenance of the Project. The Concessionaire shall hold harmless, indemnify, keep indemnified and defend the Authority, its employees, agents and advisors from and against all claims, costs, damages and liabilities etc. in this behalf or on account of the presence of hazardous and toxic substances in or on the Site and the Project Facility.

7.2.2 OBLIGATIONS RELATING TO CHANGE IN OWNERSHIP OF SPC

- (a) The Concessionaire shall not undertake or permit any change in its ownership, except with the prior written approval of the Authority. The Authority shall accord or deny its approval within 30 days of receipt of written request in this behalf, failing which the Authority shall be deemed to have consented to such change of shareholding.

ARTICLE 8 PROJECT IMPLEMENTATION FOR PROJECT FACILITY

8.1. DESIGNS AND DRAWINGS

(a) Preparation of Designs and Drawings

Within Thirty (30) days from Agreement Date, the Concessionaire shall, at its cost, charges and expenses, prepare or cause preparation of the Designs and Drawings clearly demarcating Project Facilities for Canteen and Cafeteria i.e. Project Facility in accordance with the provisions hereof, including the Specifications and Standards as mentioned in Schedules, the Applicable Laws, the terms of Clearances and Good Industry Practice and submit the same, along with the specifications and calculations, to the Authority for its/his review with a copy to Authority. The Project shall be implemented as per the Designs and Drawings approved by the Authority.

(b) Review of Designs and Drawings

- (i) The Authority shall review the Designs and Drawings and specifications and calculations submitted by the Concessionaire and subject to the provisions of sub-clause (ii) herein below, communicate its approval within Seven (7) days from the date of the receipt thereof.
- (ii) In the event that the Authority has any objection to the Designs and Drawings and specifications and calculations or any part thereof, it shall promptly, within the said Seven (7) days, notify the Concessionaire of its/his objections, seek clarifications or suggest changes or modifications or corrections thereto. Thereupon, the Concessionaire shall, within Seven (7) days of such notification, provide the necessary clarification to the and/ or re-submit the Designs and Drawings and/or specifications and calculations or part thereof, as the case may be, after incorporating the changes, modifications or corrections suggested by the Authority without changing financial quotation.
- (iii) If the Authority does not object to the Designs and Drawings and specifications and calculations submitted to it by the Concessionaire within 30 (thirty) days of submission, the Authority shall be deemed to have approved such Designs and Drawings and the Concessionaire shall be entitled to proceed with the Project accordingly.
- (iv) The Concessionaire shall not be entitled to any extension of time for completing construction or any other relief on account of delay caused due to providing any clarification or in resubmitting the Designs and Drawings.

- (v) The Concessionaire shall not change any Designs and Drawings, specifications and calculations approved or deemed to be approved by the Authority under this Agreement, without the prior written consent of the Authority. Provided that the Concessionaire may, for more efficient functioning of the Project Facilities propose to and seek the consent of the Authority for changes to the approved Designs and Drawings, consistent with all design standards applicable thereto and the Applicable Laws, whose consent shall not be unreasonably denied or delayed by the Authority; provided that the Concessionaire shall bear the costs of such change.
- (vi) Notwithstanding the express or deemed approval by the Authority, the Concessionaire shall be solely responsible for any defect and/or deficiency in the Designs and Drawings or any part thereof and accordingly the Concessionaire shall at all times remain responsible for its obligations under this Agreement.
- (vii) Any Designs and Drawings or specifications provided by the Authority to the Concessionaire shall only be indicative and the Concessionaire shall accept the same at its sole risk, cost and consequence.
- (viii) Any civil or other engineering review conducted by the Authority is solely for the Authority's own information and that by conducting such review, the Authority does not accept any responsibility for the quality or workmanship of any civil or other engineering or soundness of the work relating to the Project Facilities done by the Concessionaire or any part thereof. The Authority shall not be responsible or liable in any manner for the accuracy, completeness or otherwise of the Designs and Drawings or the construction and implementation of the Works by the Concessionaire on the basis thereof, irrespective of any perusal or review thereof or comment thereon by the Authority.
- (ix) The Concessionaire shall in no way represent to any Person that, as a result of any review by the Authority, the Authority has accepted responsibility for the engineering or soundness of any work relating to the Project Facilities or part thereof carried out by the Concessionaire and the Concessionaire shall, subject to the provisions of this Agreement, be solely responsible for the technical feasibility, operational capability and reliability of the Project Facilities or any part thereof.
- (x) Within thirty (30) days of completing construction of Project Facility, Concessionaire shall furnish to the Authority three copies of "as built" drawings reflecting such facility as actually designed, engineered and constructed, including without limitation an "as built" survey illustrating the layout of such facility and setback lines, if any, of the buildings and structures forming part thereof.

8.2. CONSTRUCTION WORK

- (a) The Concessionaire shall construct, install and establish the Project Facility, including the basic and detailed engineering, design, completion, testing and commissioning in accordance with the provisions of this Agreement, including the Implementation Schedule, the Scope of Work, the Specifications and Standards, Applicable Laws, terms of Clearances and Good Industry Practice and after obtaining, as applicable, the sanction to the building plan, with necessary designs, plans and specifications from the Competent Authority, at its own expenses.
- (b) The Concessionaire shall arrange the power, water and other utilities as may be required for execution and implementation of the Works at its cost and expense.
- (c) The Concessionaire shall ensure that the Works shall comprise only materials, goods and workmanship which are of sound quality and which have been manufactured and prepared in accordance or are in conformity, as the case may be, with the Specifications and Standards and Good Industry Practice and that each part of the Works shall be fit for the purpose for which it is required as stated in or as may be reasonably inferred from such plans.
- (d) The Concessionaire shall carry out or cause to be carried out the Works with the skill, care and diligence to be expected of appropriately qualified and experienced professional designers, engineers and contractors with experience of work similar in scope and nature to that required under this Agreement. The Concessionaire shall design, engineer and execute the construction and implementation of the Works using the best design and engineering principles and practices.
- (e) The Authority shall have the right to inspect and check the quality and quantity of the materials and equipment and their storage in compliance with the terms of this Agreement.
- (f) The Concessionaire shall be solely and exclusively responsible for the recruitment, transportation, accommodation, catering, payment of the salaries, wages and other payments and costs incidental thereto, health, hygiene, safety etc. and all taxes, charges, levies, duties payable under Applicable Laws arising from the respective terms and conditions of employment of all labor and personnel employed on or connected with the Project, Works or the Site under or through whatever legal relationship.
- (g) The Concessionaire shall ensure that at all times during the Construction Period for Project Facility, a resident general manager, notified in writing and acceptable to the Authority, having appropriate experience in similar works shall remain in residence at Site, and take charge of and monitor, oversee and ensure the construction of the Works, as notified in writing to the Authority (the “**Concessionaire’s Representative**”).
- (h) Till the Construction Completion is achieved, the Concessionaire shall

organise on the Site and be responsible for support activities including safety precautions, fire protection, security, transportation, delivery of goods, materials, plant and equipment, control of pollution, maintenance of competent personnel and labour and industrial relations and general site services including, without limitation, access to and on the Site.

- (i) The Concessionaire shall execute the Works in accordance with the Implementation Schedule and achieve Construction Completion of Project Facility by Scheduled Construction Completion Date.
- (j) All debris generated during the Project implementation or generated from demolition of existing structures, if any at the Project Site, shall be removed expeditiously in terms of Good Industry Practices.

8.3. PROGRESS REVIEW DURING CONSTRUCTION

- (a) Till the Construction Completion, the Concessionaire shall, on or before the 15th (fifteenth) day of every month, prepare and submit to the Authority, a monthly progress report, for the previous month, in the form and manner prescribed by the Authority from time to time along with such other relevant information, as may reasonably be required by the Authority. Such report shall describe the progress of the design, procurement, completion and commissioning of the Project.

8.4. CONSTRUCTION COMPLETION

- (a) The Project Facility shall be deemed to be complete only when the Authority issues the Provisional Certificate or the Completion Certificate in consultation with the Authority in accordance with the provisions of Clause 8.5.
- (b) In the event that Construction Completion of the Project Facility is not completed by the Scheduled Construction Completion Date of Project Facility, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure or due to an increase in scope of work as certified by Authority, the Concessionaire shall pay to Authority, Damages for delay beyond the Scheduled Construction Completion Date for Canteen Facility, to the extent of 6% of the Performance Security amount per month, for every month of delay or part thereof, for a maximum period of 12 (twelve) months after which Authority shall be entitled to terminate this Agreement. Provided that nothing contained in this sub-clause '(b)' shall be deemed or construed to authorize any delay by the Concessionaire in achieving Construction Completion of Project.
- (c) In the event of termination as per Clause 8.4(b), the Authority shall be entitled to invoke the Performance Security and to terminate this Agreement for a Concessionaire Event of Default in accordance with the provisions of Article 12 hereof. Provided that instead of terminating this Agreement, the

Authority may at its sole option extend the time for achieving Construction Completion of Project Facility on such terms and conditions as it deems fit, in its sole discretion.

8.5. TESTS

- (a) The Concessionaire shall notify the Authority for inspection upon completion of all relevant works. Based on outcome of the inspection, the Authority shall issue a provisional certificate (the “**Provisional Certificate**”) on successful completion of the Tests if the Project Facility, or any part thereof, Authority’s reasonable satisfaction, can legally, safely and reliably be opened for Commercial Operations despite certain items of work or things forming part thereof (being within the Scope of Works) not being complete as such works and things do not, in any manner whatsoever, affect the safety or usability of the Project Facility, in any material respect. In such an event, the Provisional Certificate for Project Facility, shall have appended thereto a list of outstanding items signed jointly by the Authority and the Concessionaire (the “**Punch List**”).
- (b) The Concessionaire shall complete or cause to be completed the outstanding items prepared by Authority at the time of issues of Provisional Completion Certificate (“Punch List”), the Punch List within a period of Fifteen (15) days from the date of issue of the Provisional Certificate and, upon completion thereof, the Concessionaire shall notify the Authority. The Authority shall, within 7 (seven) days of receipt of such notice, inspect the Project Facility, and confirm completion of the Punch List Items by issuing, the construction completion certificate for Project (the “**Completion Certificate**”).
- (c) In the event of the Concessionaire’s failure to complete the Punch List items within the stipulated period the Provisional Certificate shall stand null and void.

8.6. OPERATION AND MAINTENANCE OF PROJECT FACILITY

- (a) The Concessionaire shall, in consultation with the Authority and as per CPI Index of that particular year, at least 4(four) weeks prior to the start of each Financial Year, propose increase in the designated prices of articles available at the Project Facility.
- (b) The Concessionaire shall operate and maintain the Project Facility at its cost, in accordance with the terms of this Agreement, including the Scope of Work, the Specifications and Standards, Applicable Laws, Clearances, the O&M Manual, the Maintenance Programme and Good Industry Practice.
- (c) The Concessionaire shall provide at its cost all equipment, consumables and materials, including power, water and other facilities, necessary for

undertaking the operation and maintenance work. Maintenance shall include regular, routine, periodic and preventive maintenance and the replacement of equipment/ consumables etc. and upkeep of the Project Facility in good order and working condition.

- (d) The Concessionaire shall replace, repair, replenish or renew, as the case may be, the materials, goods, machinery, equipment, spares, capital components of the Project Facility as necessary to carry out efficient operations and maintenance thereof and to provide adequate service standards. The Concessionaire shall maintain the maintenance logs.
- (e) The concessionaire shall maintain proper hygiene with respect to food quality and surroundings of the project facility as per FSSAI and Department of Food Safety (NCT of Delhi). In the event that the Authority receives customer complaints related to the services, food quality, or any other operational issue, the Operator shall address and resolve such complaints in a timely and effective manner. Upon verification and validation of customer complaints, the Operator shall be liable to pay a penalty as specified in Schedule M of this agreement. The Authority reserves the right to terminate this agreement in the following circumstances:
 - i. Persistent failure by the Operator to address and rectify customer complaints.
 - ii. Failure to meet the agreed-upon performance standards despite imposition of penalties.
- (f) In the event the Concessionaire does not maintain and/or repair the Project Facility or any part thereof in conformity with the with the Specifications and Standards and provisions of this Agreement, O&M Manual or the Maintenance Programme, as the case may be, and fails to commence remedial works within 15 (fifteen) days of a notice in this behalf from the Authority, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Concessionaire, and to recover its cost from the Concessionaire. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Concessionaire to the Authority as Damages. Prolonged grievance related to unhygienic or poor quality of preparations for a period of more than one month shall be considered an Event of Default by the Concessionaire.

8.7. CHANGE OF SCOPE

- (a) The Authority may, notwithstanding anything to the contrary contained in this Agreement, require provision of such additional works and services on or about the Project which are beyond the Scope of Works (the "**Change of Scope**"). All such changes shall be made by Authority by an order (the

"Change of Scope Order") issued in accordance with the procedure. Additional time and financial compensation towards undertaking such additional work would be decided based on actual additional work requirements.

8.8. MONITORING AND INSPECTION

8.8.1. Maintenance Review Committee

- (a) The Authority shall ensure that a maintenance review committee, comprising one person nominated by the Authority and one person nominated by the Concessionaire (the "**Maintenance Review Committee**"), is established one month prior to Operations Date of Cafeteria Facility and Operation Date of Canteen Facility. The Concessionaire shall be obligated to depute its authorized representative to such committee by the stipulated date. The tenure of the Maintenance Review Committee shall commence from the date of constitution thereof and shall continue until the end of the Concession Period.
- (b) The Authority nominee shall be chairman of the Maintenance Review Committee. The Maintenance Review Committee shall, to the extent possible, act by consensus, failing which it will act by advise of chief executive of the Authority.
- (c) The Maintenance Review Committee shall oversee the operation and maintenance of the Project by the Concessionaire in accordance with the provisions hereof and in a manner that the construction and/or maintenance of the Cafeteria Facility does not conflict with/adversely affect the operation and maintenance of the Canteen Facility. It shall perform the following duties:
 - (i) Review the curing of defects and defaults in the operation and maintenance of the Project Facilities;
 - (ii) Use best endeavors to assist in resolving, without being liable in any manner, operational issues;
 - (iii) Review the safety and security of the operations and maintenance activities relating to the Project;
 - (iv) Monitor the redressal of complaints and grievances by the Concessionaire.
- (d) The Maintenance Review Committee shall meet at least once every quarter or earlier as required. The Concessionaire shall extend full co-operation to the Maintenance Review Committee in performing its functions.
- (e) The Maintenance Review Committee may, from time to time, appoint experts to assist it in monitoring the operation and maintenance of the Project by the Concessionaire, in accordance with the provisions hereof. The expenses of the experts shall be borne by the Authority.

- (f) Any failure on the part of the Maintenance Review Committee in respect of its functioning shall not (1) amount to any consent or approval of the activities of the Concessionaire; and (2) release or discharge the Concessionaire of its obligation to carry out the maintenance of the Cafeteria Facility.

8.8.2. Inspection

Notwithstanding any provisions of this Agreement and without prejudice to any of the other rights vested under the provisions hereof, the Authority, the Maintenance Review Committee and any Person authorised by either of them shall during the Concession Period, at all reasonable times and upon reasonable notice have access to the Project Site and the Project Facilities to inspect and examine the materials, plant, equipment and workmanship and all the documents, reports, data, books, accounts, information for compliance thereof with the provisions hereof and to check the progress of the works or for performing statutory duties and the Concessionaire shall provide the necessary cooperation and assistance to them in this behalf.

8.9. Reporting Requirements

8.9.1. Construction Period Reports

The Concessionaire shall provide to the Authority a monthly progress report till the Construction Completion, which shall contain the following information

- (a) Summary of Progress: summary of the progress of the Project for that month which shall detail:
- (i) any areas of significant concern and the action being taken to resolve any significant difficulties;
 - (ii) the actual progress made during that month against the construction schedule including a description in reasonable detail of the work carried out;
 - (iii) any matters which have come to light which are likely materially and adversely to affect the construction of the Project which could cause any potential or actual deviations from the construction schedule, the Specifications and Standards and Good Industry Practice or otherwise confirmation that construction is proceeding in accordance therewith; and
 - (iv) Exceptions: details of any exceptions, accidents, legal notices, workers unrest/ strike, conflicts, any unauthorized possession or encumbrance on the Project Site, Force Majeure Event, etc.

8.9.2. Operations Period Reports

The Concessionaire shall provide to the Authority and the Maintenance Review Committee a quarterly operation and maintenance progress report during the Operations Period of Canteen Facility and Operations Period of Cafeteria Facility, which shall contain the following information:

- (a) Maintenance Plan: a maintenance plan for the Project Facility for the next quarter and a report on maintenance carried out during the previous quarter (including a commentary on any material deviation from expected maintenance activities as set out in the maintenance plan);
- (b) Revenue: Audited quarterly report of the revenue duly certified Statutory Auditor of the Concessionaire; and
- (c) Exceptions: details of any exceptions, accidents, legal notices, workers unrest/ strike, conflicts, any unauthorized possession or encumbrance on the Project Site, Force Majeure Event, etc.

8.9.3. Additional Information

The Concessionaire agrees to provide the Authority, the Maintenance Review Committee such further information as any of them may reasonably request in order for them to monitor the progress and performance of the Project.

8.10. NO BREACH

- (a) The Concessionaire shall not be considered to be in breach of its obligations herein nor shall it incur or suffer any liability if and to the extent performance of any such obligations is affected by or on account of any of the following:
 - (i) Force Majeure Events, subject to provisions of Article 11;
 - (ii) Authority Event of Default or any other material act or omission of the Authority in contravention of its obligations under this Agreement or a material delay, impediment, default or prevention due to or caused by the Authority;
 - (iii) Compliance with the instructions or directions of the Authority / Maintenance Review Committee other than instructions issued as a consequence of a breach or default by the Concessionaire of any of its obligations hereunder;
 - (iv) Extensions granted under the provisions of this Agreement, or specific extensions granted by the Authority or the Maintenance Review Committee or extensions made by the mutual agreement of the Parties;
 - (v) Measures taken to ensure the safe use of the Project Facilities except when the unsafe conditions have been occasioned by the

Concessionaire's failure to perform its obligations under this Agreement.

- (b) In the event of delay due to circumstances set forth in sub-clause '(a)' above, the Concessionaire shall be relieved of its obligations to the extent of such delay and, upon written request, be granted an extension of the time equal to the period of delay, as certified by the Authority for fulfilling its obligations relating to the Project.

ARTICLE 9 FINANCIAL COVENANTS

9.1. FORM OF FINANCES

- (a) The Concessionaire shall be responsible for arranging all the financing in the form of equity, debt or otherwise as required for implementing the Project.
- (b) The Concessionaire shall not, without the prior written consent of the Authority, (i) assign in favour of any Person this Agreement or its rights, title, interest, benefits or obligation hereunder or create a security interest with respect to its rights under the Agreement or any part thereof in favour of any Person; or (ii) mortgage, assign, transfer, lease, sub-lease, license, sub-license or otherwise alienate or dispose of in any form, manner or arrangement whatsoever the Project Site/Project or any part thereof.
- (c) The restraint set forth in sub-clause (b) above shall not apply to:
 - (i) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Concessionaire;
 - (ii) pledges/hypothecation of goods/movable assets, revenue and receivables and their related documents of title arising in the ordinary course of business of the Concessionaire as security only for indebtedness to the Lenders, under the Financing Documents and/or for working capital arrangements for the Project;
 - (iii) liens and encumbrances required by the Applicable Law.
- (d) The Concessionaire shall not assign in favour of any person any right or benefit that has not been provided to the Concessionaire by Authority. It is clarified that freehold rights to the Project Site or leasehold rights to the Project Site are not being given to the Concessionaire and the same cannot be used to raise funds or otherwise by the Concessionaire.

9.2. ASSIGNMENT BY AUTHORITY

Notwithstanding anything to the contrary contained in this Agreement, the Authority may, after giving 60 (sixty) days' notice to the Concessionaire, assign any of its rights and benefits and/or obligations under this Agreement, pursuant to any direction of State Government or by operation of law or in the course of its business.

9.3. AUDIT AND ACCOUNT

The Concessionaire shall appoint and have during the subsistence of this Agreement, as its statutory auditors, a reputed firm of chartered accountants duly licensed to practice in India ("Statutory Auditors"). All fees and expenses of the Statutory Auditors shall be borne by the Concessionaire.

9.4. PAYMENTS TO PMML

- (a) The Concessionaire shall make the following payments to PMML:
- (i) Annual Revenue Share as bid by the Concessionaire. This payment will be done on monthly basis, starting from the Operations Date of Cafeteria Facility, with each month's payment calculated as one-twelfth of the Annual Revenue Share ("Monthly Payment for Cafeteria") quoted by the Concessionaire. The payment shall be made not later than the 30th day of the month for which it is due and will continue till the end of the Agreement Period or the period extended thereof.

(Note: Based on the Concessionaire's audited financial statements at the end of each year, the total of Monthly Payment for Cafeteria paid to Authority will be reconciled with the Annual Revenue Share quoted by the Concessionaire. Any discrepancies between the total of Monthly Payment for Cafeteria for the respective financial year and the audited revenue will be settled promptly.)
 - (ii) Monthly payment of Rs. 40,000 (Rupees Forty Thousand only) ("Monthly Fixed Payment"), starting from Operations Date of Canteen Facility, with an annual escalation of 5% from 3rd year from the Operations Date of Canteen. 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 first Monthly Fixed Payment shall be due on the Operations Date of Canteen Facility. Thereafter, Monthly Fixed Payment shall be due and paid not later than the 15th day of the month for which it is due and will continue till the end of the Agreement Period or the period extended thereof.
- (b) Failure to pay Monthly Payment for Cafeteria or Monthly Fixed Payment in time will attract an interest of 18% per annum.
- (c) GST on Annual Revenue Share and Monthly Fixed Payment, as applicable shall be paid additionally by the Concessionaire.
- (d) Mode of any payment to Authority shall be through demand draft in favour of Authority or as specified in writing by the Authority.
- (e) In case of continued non-payment of any payment due to PMML, it shall be treated as Concessionaire Event of Default and the Agreement may be terminated by the Authority; whereby the Performance Security shall be forfeited and Concessionaire shall be summarily evicted from the Project Site.
- (f) The Concessionaire specifically agrees that the Annual Revenue Share and Monthly Fixed Payment shall be paid notwithstanding any cause and such payment shall not be withheld on any ground whatsoever. The Concessionaire agrees to pay and shall continue to pay the Annual Revenue Share, Monthly Fixed Payment all dues, even if the Project Facility

or part thereof is not functional or has been dismantled for repair or upkeep etc. The Concessionaire agrees that in the event of such dysfunction or underutilization of Project Facilities, the Authority shall not be liable to make any adjustment or deductions in the Annual Revenue Share or Monthly Fixed Payment or in any other manner compensate the Concessionaire.

- (g) The Concessionaire shall pay all taxes and duties arising out of and in consequence of its obligations under this Concession Agreement, including but not limited to VAT, Goods and Service Tax, advertisement tax any cess, levy, duty, tax or any other charges and any payment due to PMML shall not be reduced for such costs.

9.5. USER CHARGES

- (a) The Concessionaire shall with effect from the Operations Date of Canteen Facility and Operation Date of Cafeteria Facility have the right and full freedom to fix, revise, demand and collect the User Charges in relation to the Canteen Facility at rates set forth in Schedule L); provided that that the same shall be in compliance with the requirements of the Applicable Laws, terms of Clearances, statutory or mandatory requirements of Competent Authorities, if any, and Good Industry Practices in this behalf.
- (b) The Concessionaire shall with effect from the Operations Date of Canteen Facility and Operation Date of Cafeteria Facility have the right and full freedom to fix, revise, demand and collect the User Charges in relation to the Cafeteria Facility at market driven rates; provided that that the same shall be in compliance with the requirements of the Applicable Laws, terms of Clearances, statutory or mandatory requirements of Competent Authorities, if any, and Good Industry Practices in this behalf.
- (c) The Concessionaire shall, for providing food services to Auditorium and Seminar Hall of the Authority, charge rates of User Charges as per discussions with the Authority; provided that the Concessionaire shall in this behalf give the Authority Minimum Revenue Share in compliance and as stated in this agreement.
- (d) The Authority expressly recognises that if any User fails to pay User Charges, the Concessionaire may exercise all rights and remedies available under the Applicable Laws for recovery of the User Charges, including the suspension, termination or cancellation of provision of the applicable service to the relevant defaulting User.
- (e) Any contracts, agreements, deeds entered by Concessionaire for the Project Facility must terminate on or before the end of the Concession Period.

9.6. Advertisement Rights

- (a) The Authority hereby grants rights to Concessionaire to advertise and set up and display and other information panels in the area of Project Facility related to Project Facility only.

- (b) Fees/ taxes payable to municipal body or any other relevant Competent Authority, for the purpose shall be sole responsibility of the Concessionaire.

ARTICLE 10 INSURANCE FOR PROJECT

10.1. INSURANCE COVER

- (a) The Concessionaire shall during the subsistence of this Agreement purchase and maintain or cause to be purchased and maintained, at its own expense, insurance policies as are customarily and ordinarily available in India on commercially reasonable terms and reasonably required to be maintained to insure the Project Facilities and all related assets against risks in an adequate amount, consistent with similar facilities of the size and type of the Project and as may be required by the Lenders (the “**Insurance Cover**”).

ARTICLE 11 FORCE MAJEURE

11.1. FORCE MAJEURE EVENTS

Force Majeure Event shall mean any event or circumstance or a combination of events and circumstances (occurring in India) set out hereunder or the consequence(s) thereof which affect or prevent any Party (Authority or Concessionaire) claiming force majeure (“**Affected Party**”) from performing its obligations, in whole or in part, under this Agreement and which event or circumstance (i) is beyond the reasonable control and not arising out of the fault of the Affected Party, (ii) the Affected Party has been unable to overcome such event or circumstance by the exercise of due diligence and reasonable efforts, skill and care, and (iii) has Material Adverse Effect on the Affected Party. Such events mean:

11.1.1. Non-Political Events

- (a) Acts of God or natural disasters beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, including but not limited to storm, cyclone, typhoon, hurricane, flood, landslide, drought, lightning, earthquakes, volcanic eruption, fire or exceptionally adverse weather conditions affecting the implementation of the Project;
- (b) Radioactive contamination, ionizing radiation;
- (c) Epidemic, pandemic;
- (d) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action, nuclear blast / explosion, sabotage or civil commotion; or
- (e) Any event or circumstances of a nature analogous to any of the foregoing.

11.1.2. Political Events

- (a) A Change in Law to which the provisions of Clause 17.15 cannot be applied;
- (b) Expropriation or compulsory acquisition by any Competent Authority of the Project or part thereof or rights of the Concessionaire relating thereto; provided the same has not resulted from an act or default of the Concessionaire or any Person claiming through or under it.
- (c) Any unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause any Clearance required by the Concessionaire to perform their respective obligations hereunder (other than a consent the obtaining of which is condition precedent) provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire’s (1) inability or failure to comply with any condition relating to grant, maintenance or renewal of such consents or permits; or (2) breach

or failure in complying with the provisions hereof, including the Specifications and Standards, the Applicable Laws, the terms of Clearances, any judgement or order or Directive of any Competent Authority or of any contract to which the Concessionaire is bound.

11.2. NOTICE OF FORCE MAJEURE EVENTS

The Affected Party shall give notice to the other Party in writing of the occurrence of any of the Force Majeure Event (“the Notice”) as soon as the same arises or as soon as reasonably practicable and in any event within 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence and the adverse effect it has or is likely to have on the performance of its obligations under this Agreement. The Affected Party shall not be entitled to any relief under the Agreement for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event.

- (a) The Notice shall inter-alia include full particulars of:
 - (i) the nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof;
 - (ii) the duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the Affected Party’s ability to perform its obligations or any of them under this Agreement;
 - (iii) the measures which the Affected Party has taken or proposes to take, to alleviate the impact of the Force Majeure Event or to mitigate the damage; and
 - (iv) any other relevant information.
- (b) So long as the Affected Party continues to claim to be affected by a Force Majeure Event, it shall provide the other Party with periodic (fortnightly) written reports containing the information called for by Clause 11.2(a) and such other information as the other Party may reasonably request.

11.3. PERIOD OF FORCE MAJEURE

Period of Force Majeure shall mean the period from the time of occurrence specified in the notice given by the Affected Party in respect of the Force Majeure Event until the expiry of the period during which the Affected Party is excused from performance of its obligations in accordance with Clause 11.4.

11.4. PERFORMANCE EXCUSED

The Affected Party, to the extent rendered unable to perform its obligations or part thereof under this Agreement as a consequence of the Force Majeure Event shall be excused from performance of such obligations provided that the excuse

from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event. Notwithstanding any provision of this Article 11, a Force Majeure Event shall not absolve the Concessionaire from any obligation to make payment in respect of its obligations under this Agreement in the event such payment obligations have arisen or accrued prior to the occurrence of the Force Majeure Event.

11.5. RESUMPTION OF PERFORMANCE

During the Period of Force Majeure, the Affected Party shall in consultation with the other Party, make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement. The Affected Party shall also make efforts to resume performance of its obligations under this Agreement as soon as possible and upon resumption shall notify the other Party of the same in writing. The other Party shall afford all reasonable assistance to the Affected Party in this regard.

11.6. COSTS, REVISED TIMETABLE

11.6.1. Costs

Upon occurrence of a Force Majeure Event after Compliance Date, the cost arising out of such event shall be allocated as follows:

- (a) When the Force Majeure Event is a Non-Political Event, the Parties shall bear their respective costs and neither Party shall be required to pay to the other Party any cost arising out of any such Force Majeure Event;
- (b) Where the Force Majeure Event is a Political Event, the Force Majeure costs relating to the Project Facility to the extent actually incurred and duly certified by the Statutory Auditors shall be reimbursed by the Authority to the Concessionaire in one lump sum not later than 120 (one hundred and twenty) days after the end of the Force Majeure Event and receipt of notice by the Authority to that effect.

For avoidance of doubt, "**Force Majeure Cost**" shall be such capital cost incurred in respect of the Project Facility and shall not include loss of User Charges.

11.6.2. Extension of Time

To the extent the performance of the obligations of the Affected Party is affected by the Force Majeure Event, the time period for the performance of the obligations of the Affected Party shall be extended by a similar time period on a day to day basis.

11.7. CONSULTATION AND DUTY TO MITIGATE

The Parties shall consult with each other to determine the reasonable measures to be implemented to minimise the losses of each Party resulting from the Force Majeure Event. Except as specifically stated to the contrary, no Party shall be relieved of its obligations under this Agreement by reason of impossibility of performance or any other circumstance whatsoever beyond its control.

11.8. LIABILITY FOR OTHER LOSSES, DAMAGES ETC.

Save and except as expressly provided in this Article 11, neither party hereto shall be liable in any manner whatsoever to other party in respect of any loss, damage, cost, expense, claims, demand and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant to this Article 11.

11.9. TERMINATION DUE TO FORCE MAJEURE EVENT

If the Period of Force Majeure continues or is in the reasonable judgement of the Parties likely to continue beyond a period of 6 (six) months, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the period of 6 (six) months, be entitled to terminate the Agreement in which event, the provisions of Article 13 shall, to the extent expressly made applicable, apply.

11.10. DISPUTE RESOLUTION

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure as mentioned in Article 15; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

ARTICLE 12 EVENTS OF DEFAULT

Event of Default means the Concessionaire Event of Default or the Authority Event of Default and/or both as the context may admit or require.

12.1. Concessionaire Event of Default

The Concessionaire Event of Default means any of the following events unless such an event has occurred as a consequence of a Force Majeure Event (the “**Concessionaire Event of Default**”):

- (a) the Concessionaire is in/commits a Material Breach of this Agreement such breach is not cured by the Concessionaire within the specified cure period or if not so specified within 90 days of the Authority’s notice to the Concessionaire specifying such breach and requiring the Concessionaire to remedy the same.
- (b) the Concessionaire’s failure to perform or discharge any of its obligations under any other Transaction Document including the Escrow Agreement, which has or is likely to have a Material Adverse Effect.
- (c) any representation made or warranties given by the Concessionaire/ Successful Bidder under this Agreement is found to be false or misleading.
- (d) the Concessionaire, any of its creditors or any other eligible party files for the Concessionaire’s liquidation, winding up, receivership, reorganization, compulsory composition or dissolution in case of such a proceeding by a creditor or any other eligible party and such filing is not revoked or discharged within 90 (ninety) days from such filing.
- (e) the Concessionaire engages or knowingly allows any of its employees, agents, Subcontractor, agent or representative to engage in, in the course of any activity undertaken pursuant to this Agreement, any activity prohibited by law or which constitutes a breach of or an offence under any law.
- (f) the Concessionaire repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by this Agreement.
- (g) concessionaire does not maintain proper hygiene with respect to food quality and surroundings of the project facility as per the guidelines set by Food Safety and Standards Authority of India (FSSAI) and Department of Food Safety (under Govt, of NCT of Delhi).
- (h) the Concessionaire has delayed payment that has fallen due under this Agreement, including Annual Revenue Share or Fixed Monthly payment, beyond the specified time period or if not so specified beyond 90 (ninety) days of its due date.
- (i) The Concessionaire has failed to make any payment towards damages to any user or any utility within the period specified in this Agreement.
- (j) the Concessionaire is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Concessionaire or for the whole or material

part of its assets at any time.

- (k) the Concessionaire does not attend to or abandons the Project for a consecutive period of 90 (ninety) days or manifests intention to abandon the Project without prior written consent of the Authority.
- (l) the occurrence of a breach identified as an Event of Default under any Transaction Document.
- (m) the Concessionaire is in Material Breach of its obligations in relation to the Project Facility.
- (n) the Performance Security has been partially or fully invoked and appropriated by the Authority as per the Concession Agreement and the Concessionaire fails to replenish or provide fresh Performance Security within a cure period of 30 (thirty) days.
- (o) such events as have been specified as Concessionaire Events of Default under the provisions of this Agreement.
- (p) the Concessionaire novates and /or assigns the Agreement to any third party without any prior approval from the Authority.

12.2. Authority Event of Default

The Authority Event of Default means any of the following events unless such an event has occurred as a consequence of a Force Majeure Event (the “**Authority Event of Default**”):

- (a) The Authority is in/commits a Material Breach of its obligations under this Agreement such breach is not cured by the Authority within the specified cure period or if not so specified within 90 days of the Concessionaire’s notice to the Authority specifying such breach and requiring the Authority. to remedy the same.
- (b) Any defect in the title, ownership and possession of the Project Site.
- (c) the Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement.

12.3. RIGHTS OF PARTIES

- (a) Upon the occurrence of the Concessionaire Event of Default, the Authority shall without prejudice to any other rights and remedies available to it under this Agreement or law be entitled to terminate this Agreement.
- (b) Upon the occurrence of the Authority Event of Default, the Concessionaire shall without prejudice to any other rights and remedies available to it under this Agreement, be entitled to terminate this Agreement.

Provided that before proceeding to terminate this Agreement, the Party entitled to do so shall give due consideration and shall have due regard to the nature of the underlying Event of Default, its implication on the performance of the respective obligations of Parties under this Agreement and the circumstances in which the same has occurred.

12.4. CONSULTATION NOTICE

Either Party exercising its right under Clause 12.4, shall issue to the other Party a notice in writing specifying in reasonable detail the underlying Event of Default(s) and proposing consultation amongst the Parties to consider possible measures of curing or otherwise dealing with the underlying Event of Default (the “**Consultation Notice**”).

12.5. REMEDIAL PROCESS

Following the issue of Consultation Notice by either Party, within a period not exceeding 90 days or such extended period as they may agree (the “**Remedial Period**”) the Parties shall endeavour to arrive at an agreement as to the manner of rectifying or remedying the underlying Event of Default.

12.6. OBLIGATIONS DURING REMEDIAL PERIOD

During the Remedial Period, the Parties shall continue to perform their respective obligations under this Agreement which can be performed, failing which the Party in breach shall compensate the other Party for any loss or damage occasioned or suffered on account of the underlying failure/breach.

12.7. REVOCATION OF CONSULTATION NOTICE

If during the Remedial Period, the underlying Event of Default is cured or waived or the Parties and the Lenders agree upon any of the measures set out in Clause 13.4, the Consultation Notice shall be withdrawn by the Party who has issued the same.

12.8. TERMINATION DUE TO EVENTS OF DEFAULT

If before the expiry of the Remedial Period, the underlying Event of Default is neither cured nor waived nor the Parties and the Lenders have agreed upon any of the measures in accordance with Clause 12.4, the Party who has issued the Consultation Notice shall have the right to terminate this Agreement, in which event, the provisions of Article 13 shall, to the extent expressly made applicable, apply.

ARTICLE 13 TERMINATION/EXPIRY OF AGREEMENT

13.1. TERMINATION PROCEDURE

The Party entitled to terminate this Agreement either on account of a Force Majeure Event or on account of an Event of Default shall do so by issue of a notice in writing ("**Termination Notice**") to the other Party and simultaneously deliver a copy thereof to the Lenders. The Termination Notice shall be of not less than 60 (sixty) days and not ordinarily be more than 90 (ninety) days, ("**Termination Period**") and at the expiry of the Termination Period, this Agreement shall stand terminated.

13.2. REQUISITION

Upon issue or receipt, as the case may be, of the Termination Notice, either as a consequence of a Force Majeure Event or as a consequence of an Event of Default, the Authority shall by a notice in writing ("**Requisition**") call upon the Concessionaire to furnish the following information to enable the Authority to estimate the outstanding liabilities/assets of the Concessionaire and/or to finalise the assets to be handed over to/taken over by the Authority;

- (a) the progress, stage and manner of implementation of the Project Facility and the details of the assets and liabilities of the Concessionaire;
- (b) data or records (to be specified by Authority) regarding the establishment, operation and maintenance of the Project Facility (excluding the Authority Facilities);
- (c) any other information or records (to be specified by Authority) regarding Concessionaire and the Persons claiming through or under the Concessionaire, its/their business, assets and liabilities;

The Concessionaire shall within a period of 30 (thirty) days of receipt of Requisition furnish the particulars called for by the Authority.

13.3. CONDITION SURVEY

- (a) The Concessionaire agrees that on the service of a Termination Notice or 6 (six) months prior to the expiry of the Concession Period, by efflux of time, it shall conduct or cause to be conducted by an Expert under the Authority's supervision, a condition survey of the Project Facility, as the case may be, to ascertain the condition thereof, verifying compliance with the Concessionaire's obligations under this Agreement and to prepare an inventory of the assets comprised in the Project.
- (b) If, as a result of the condition survey, the Authority shall observe/notice that the Project Facility (excluding the Authority Facilities) or any part thereof has/have not been operated and maintained in accordance with the requirements therefor under this Agreement (normal wear and tear excepted) the Concessionaire shall, at its cost and expenses, take all necessary steps to put the same in good working conditions well before the

Transfer Date.

- (c) In the event the Concessionaire fails to comply with the provisions of this Agreement, the Authority may itself cause the condition survey and inventory of Project Facility, as the case may be, to be conducted. The Authority shall be compensated by the Concessionaire for any costs incurred in conducting such survey and preparation of inventory as also in putting the Project Facility (excluding the Authority Facilities), as the case may be, in good working condition.

13.4. CONSEQUENCES OF TERMINATION

Without prejudice to any other consequences or requirements under this Agreement or under any law, the following consequences shall follow upon expiry of the Concession Period, this Agreement by efflux of time or termination due to an Event of Default or a Force Majeure Event:

13.4.1. Transfer of Assets

- (a) It is clarified that only the assets of the Concessionaire shall be taken over and not the liabilities, including without limitation liabilities relating to labour and personnel related obligations of the Concessionaire and the Persons claiming through or under the Concessionaire or liabilities related to the Project Facility. All such labour and employees shall be its responsibility of the Concessionaire/such Persons even after the expiry of the Concession Period, and they shall have no claim to any type of employment or compensation from Authority or its nominated agency.
- (b) On the Transfer Date, the Concessionaire shall subject to the provisions of this Agreement:
- (i) transfer, assign and deliver to the Authority or its nominated agency the Project Facility including Vacant Possession of all buildings, facilities and structures relating thereto and its right, title and interest therein.
 - (ii) transfer all its rights, titles and interest in or over the tangible assets comprised in the Project Facility (including movable assets which the Authority agrees to take over) to the Authority or its nominated agency and execute such deeds and documents as may be necessary for the purpose and complete all legal or other formalities required in this regard. The cost and expenses towards the execution of relevant deeds and documents shall be borne by the Authority.
 - (iii) at its cost remove from the Site all such moveable assets which are not taken over by or transferred/assigned to the Authority or its nominated agency.
- (c) The transfer of immovable property comprising the Project Facility shall be deemed to be a termination of all licenses in relation thereto and title to all such immovable property shall automatically revert to the Authority. The movable property comprising the Project Facility shall be deemed to be

transferred by delivery and possession.

- (d) On the Transfer Date, the Project Facility (excluding the Authority Facilities) shall be in fair condition, subject to normal wear and tear, having regard for the nature of the asset, the construction and life of the facilities, constructions, structures etc.
- (e) The Authority or its nominated agency shall be responsible for the costs and expenses, including stamp duties, taxes, legal fees and expenses incurred in connection with the transfer of the Project Facility by the Concessionaire to Authority or its nominated agency.

13.4.2. Clearances

The Concessionaire shall, at its cost, transfer to the Authority or its nominated agency all such Clearances relating to the Project Facility which the Authority may require and which can be legally transferred.

13.4.3. Termination Payments

In the event of termination of this Agreement/Concession due to Force Majeure Event or an Event of Default, the Authority shall, upon transfer of the Project Facility by the Concessionaire to the Authority or its nominated agency, pay to the Concessionaire the following Termination Payments:

- (a) Upon termination by Authority due to a Concessionaire Event of Default, Authority will not be required to make any payment to the Concessionaire.
- (b) Upon termination by either party due to a Non Political Force Majeure Event, Authority will not be required to make any payment to the Concessionaire.
- (c) Upon termination by the Concessionaire due to a Authority Event of Default or upon termination by either party due to a Political Force Majeure Event, the Authority shall pay to the Concessionaire by way of Termination Payment an amount equal to book value of the assets net of depreciation as per Indian Company Act.
- (d) In either case under sub-clause (a), (b) or (c) above, the amount arrived at shall be reduced by
 - (i) the amount of any insurance proceeds received by the Concessionaire or which should have been received had the Concessionaire complied with its obligations under this Agreement, and
 - (ii) any amounts then due and payable to the Authority by the Concessionaire under this Agreement, and
 - (iii) any amounts which the Concessionaire is entitled to claim in compensation in respect of the expropriation or compulsory acquisition of the assets or rights of the Concessionaire etc. from the party responsible for such expropriation or acquisition.

If the amount calculated in accordance with this paragraph is less than zero

then the Concessionaire shall pay the amount of shortfall to the Authority.

- (e) Nothing in this clause shall prejudice the right of the Authority to recover from the Concessionaire any amounts due and payable to it by the Concessionaire hereunder.

13.5. DIVESTMENT OF RIGHTS AND INTEREST

The divestment of all rights, title and interest in the Project Facilities shall be deemed to be complete on the date when all of the requirements have been fulfilled as mentioned in Article 14, and the Authority shall, without unreasonable delay, thereupon issue a certificate (the "**Vesting Certificate**"), which will have the effect of constituting evidence of divestment by the Concessionaire of all of its rights, title and interest in the Project Facilities, and their vesting in the Authority pursuant hereto. It is expressly agreed that any defect or deficiency in the Divestment Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Authority or its nominee on, or in respect of, the Project Facilities on the footing that all divestment requirements have been complied with by the Concessionaire.

ARTICLE 14 LIABILITY AND INDEMNIFICATION

14.1. LIABILITY OF CONCESSIONAIRE

Notwithstanding anything to the contrary contained in this Agreement,

- (a) In addition to the Concessionaire's liability and obligations and the Authority's remedies provided elsewhere in this Agreement, the Concessionaire shall be solely responsible for any loss of or damage to the Project Facilities, damage to environment, death or injury to person, and any other liabilities, damages, losses and reasonable cost and expenses (including legal costs) suffered by the Authority during the subsistence of this Agreement.
- (b) The Concessionaire shall also be liable for any loss or damage which occurs as a result of any act, event, omission, negligence or default (including property circumstances, quality of materials used, workmanship, structural, design or other defects, latent or patent, non-compliance with building bye laws, other Applicable Laws, regulatory requirements of Competent Authorities, Specifications and Standards or any other matter) for which the Concessionaire is liable or which is attributable to the Concessionaire and, in turn, the Persons claiming through or under the Concessionaire.
- (c) The Concessionaire shall be fully and solely liable for all works, contracts, dealings and activities in relation to the development, design, financing, construction, operations, maintenance and implementation of the Project.

14.2. INDEMNIFICATION

- (a) Without prejudice to and in addition to the indemnification provisions elsewhere in this Agreement, the Concessionaire agrees to indemnify and hold harmless Authority and its shareholders, managers, officers, directors, employees and advisors (each a "**Authority Indemnified Party**") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs, penalties, litigation, proceedings (including reasonable attorneys' fees and disbursements) and expenses of any nature whatsoever (collectively, "**Losses**") to which the Authority Indemnified Party may become subject, insofar as such Losses directly arise out of, in any way relate to, or result from (i) any mis-statement or any breach of any representation or warranty made by Concessionaire or (ii) the failure by Concessionaire to fulfil any agreement, covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the Concessionaire or Person claiming through or under the Concessionaire or (iii) any claim or proceeding by any Third Party against the Authority arising out of any act, deed or omission by the Concessionaire. For the avoidance of doubt, indemnification of Losses pursuant to this

Article 14 shall be made in an amount or amounts sufficient to restore each Authority Indemnified Party to the financial position it would have been in had the Losses not occurred.

- (b) Without limiting the generality of sub-clause (a) of this Article 14.
- (i) the Concessionaire shall fully indemnify and defend the Authority Indemnified Party from and against any and all Losses arising out of or with respect to (1) failure of the Concessionaire and the Persons claiming through or under the Concessionaire to comply with Applicable Laws and Clearances, (2) payments of Taxes relating to the Concessionaire and the Persons claiming through or under the Concessionaire, including contractors, suppliers and representatives, including the income or other taxes required to be paid by the Concessionaire/such Persons, (3) non-payment of amounts due as a result of materials or services furnished to the Concessionaire or any Person claiming through or under the Concessionaire, which are payable by the Concessionaire or such Person, or (4) breach by the Concessionaire of any of the obligations under this Agreement.
 - (ii) the Concessionaire shall fully indemnify and defend the Authority Indemnified Party harmless from and against any and all Losses which the Authority Indemnified Party may hereafter suffer or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Concessionaire or by the Persons claiming through or under the Concessionaire in performing the Concessionaire's obligations or in any way incorporated in or related to the Project. If in any such suit, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Concessionaire shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit claim or proceedings, the Project, or any part, thereof or comprised therein is held to constitute an infringement and its use is permanently enjoined, the Concessionaire shall promptly make every reasonable effort to secure for Authority Indemnified Party, a license, at no cost to Authority Indemnified Party, authorising continued use of the infringing work. If the Concessionaire is unable to secure such license within a reasonable time, the Concessionaire shall, at its own expense and without impairing the Specifications and Standards either replace the affected work, or part, or process thereof with non-infringing work or parts or process, or modify the same so that it becomes non-infringing.
 - (iii) the Concessionaire shall further indemnify, defend and hold harmless the Authority Indemnified Party from any and all Third Party claims for loss of or physical damage to property or for death or injury and

against all Losses for personal injury and for damage to or loss of any property arising out of or in any way connected with the Concessionaire's performance of this Agreement or arising out of any act or omission of the Concessionaire, and in turn of the Persons claiming through or under the Concessionaire.

- (c) Any payment made under this Agreement pursuant to an indemnity or claim for breach of any provision of this Agreement shall be net of applicable Taxes.

14.3. INDIRECT OR CONSEQUENTIAL LOSSES

Notwithstanding anything to the contrary contained in this Article 15, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect or consequential nature except as expressly provided in this Agreement.

14.4. SURVIVAL

The provisions of Article 15 shall survive the expiry or prior termination of this Agreement/the Concession.

ARTICLE 15 DISPUTE RESOLUTION

15.1. AMICABLE SETTLEMENT

If any dispute or difference or claims of any kind arises between the Parties in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Agreement, or the rights, duties or liabilities of any Party under this Agreement and so notified in writing by either Party to the other Party (the “**Dispute**”), whether before or after the termination of this Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them.

15.2. ASSISTANCE OF EXPERT

The Parties may, in appropriate cases agree to refer the matter to an Expert appointed by them with mutual consent. The Parties agree to abide by the decision/opinion of the Expert. The cost of obtaining the service of the Expert shall be shared equally.

15.3. Civil Courts of Delhi

(a) Arbitrators

In the event the Dispute is not resolved, as evidenced by the signing of the written terms of settlement by the Parties, within 30 (thirty) days of reference for amicable settlement and/or settlement with the assistance of Expert, as the case may be, the same shall be finally settled by approaching the civil courts in Delhi.

ARTICLE 16 SAFETY REQUIREMENTS

16.1. SAFETY REQUIREMENTS

- (a) The Concessionaire shall be responsible at its cost, for procurement, transport, receiving, unloading and safe keeping of all plant and machinery, materials, Concessionaire's equipment and other things required for the completion of the Works, services and operation and maintenance of the Project Facilities.

16.2. ACCIDENTS

- (a) The Concessionaire shall take all reasonable precautions for the prevention of accidents on or about the Project Site and provide all reasonable assistance and emergency medical aid to accident victims.
- (b) In the event of an accident, the Concessionaire shall, by most expeditious means, inform the concerned Civil and Police Authorities and also the Authority. The Concessionaire's responsibilities with regard to the operation of the Project shall in no way be diminished by informing the above officials, as it shall be required to take expeditious action for the medical and legal aspects notwithstanding any delay on the part of these officials to give any instructions. The Concessionaire shall preserve the site of such accident intact, until completion of all legal formalities. The Concessionaire shall then arrange for the expeditious removal of the wreckage or debris, and for cleaning the Project Site. If any portion of the Project Facilities (excluding the Authority Facilities) suffers any damage, the Concessionaire shall, with the consent of Authority, arrange for the repair and rectification thereof.
- (c) The Concessionaire shall, in the event of any accident, incur any expenditure or take any other action as necessary (in accordance with Good Industry Practices). Except when the cause of the accident is attributed to any act or negligence of the Authority, any expenditure in connection with an accident shall be compensated by the Authority to the Concessionaire.
- (d) Any communication to the news media made by the Concessionaire shall provide only enough information to satisfy public concern and the Concessionaire shall neither make any admissions nor accept any liability in any such communications.

ARTICLE 17 MISCELLANEOUS PROVISIONS

17.1. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the courts at New Delhi shall have jurisdiction over all matters arising out of or relating to this Agreement.

17.2. WAIVER & REMEDIES

- (a) The waiver by either Party, including conditional or partial waiver, of any default by the other Party in the observance and performance of any provision of or obligations or under this Agreement:
 - (i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
 - (ii) shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
 - (iii) shall not affect the validity or enforceability of this Agreement in any manner.
- (b) No failure on the part of any Party to exercise, and no delay in exercising, any right, power, obligation or privilege hereunder or time or indulgence granted by a Party to the other Party shall operate or be treated or deemed as a waiver thereof or a consent thereto or the acceptance of any variation or relinquishment of any such right hereunder; nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The remedies herein provided are cumulative and not exclusive of any remedies provided by the Applicable Laws.
- (c) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation there under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

17.3. SURVIVAL

The termination /expiry of this Agreement

- (a) shall not relieve either Party of any obligations hereunder, which expressly or by implication, survive the expiry or prior termination of this Agreement/the Concession, and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of

such termination/expiry or arising out of such termination/expiry.

17.4. ENTIRE AGREEMENTS AND AMENDMENTS

- (a) This Agreement constitutes the complete, exclusive and entire statement of the terms of the agreement between the Parties on the subject hereof and supersede all previous agreements or arrangements between the Parties, including any memoranda of understanding entered into in respect of the contents hereof.
- (b) No amendment or modification or waiver of any provision of this Agreement, nor consent to any departure by any of the Parties there from, shall in any event be valid and effective unless the same is in writing and signed by the Parties or their duly authorised representative especially empowered in this behalf and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

17.5. NOTICES

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognised courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to Authority

Attn: _____

If to Concessionaire

Fax No. _____

Attn: Mr. _____

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

In case any Party changes its address, communication numbers, or directed attention as set forth above, it shall notify the other Party in writing prior to the adoption thereof.

17.6. SEVERABILITY

- (a) If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not prejudice or affect the remaining provisions of this Agreement which shall continue in full force and effect.
- (b) The Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted, as nearly as is practicable, to such invalid, illegal and unenforceable provision. Provided failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure under this Agreement.

17.7. NO PARTNERSHIP

Nothing contained in this Agreement shall be construed to create an association, trust, partnership, agency or joint venture among the Parties and Parties shall be liable to perform their respective duties and discharge their respective liabilities or obligations in accordance with the provisions of this Agreement. Neither Party shall have any authority to enter into any Agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind the other in any manner whatsoever.

17.8. LANGUAGE

The language of this Agreement is English. All notices, correspondence, Project Agreements, documentation, Designs and Drawings, design Specifications and Standards, data, test reports, certificates and information in respect of this Agreement shall be in the English language. All other written and printed matter, communications, documentation, proceedings and notices etc. pursuant or relevant to this Agreement shall be in the English language.

17.9. EXCLUSION OF IMPLIED WARRANTIES ETC.

This Agreement expressly excludes any warranty, condition or other undertaking

implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in a binding legal agreement executed by the Parties.

17.10. COUNTERPARTS

This Agreement may be executed in three counterparts, each in the like form, which when taken together shall constitute one and the same document.

17.11. FURTHER ASSURANCES

At all times after the date hereof the Parties shall execute all such documents and do such acts, deeds and things as may reasonably be required for the purpose of giving full effect to this Agreement.

17.12. REMEDIES CUMULATIVE

The exercise of right by either Party to terminate this Agreement, as provided herein, shall not preclude, such Party from availing any other rights or remedies that may be available to it under law. All remedies available to the Parties shall be cumulative and the exercise or failure to exercise one or more remedies by any Party shall not limit or preclude the exercise of or constitute a waiver of any other remedies by such Party.

17.13. NO LIABILITY FOR REVIEW

Except to the extent expressly provided in this Agreement.

- (a) no review, comment or approval by the Authority /Competent Authorities/ Authority/Maintenance Review Committee/advisors, nominees or representatives of the Authority of the Designs and Drawings, the Specifications and Standards, the Cafeteria Facility Scheme, the Transaction Documents or documents submitted by the Concessionaire or its employees or agents or Persons claiming through or under the Concessionaire nor any observation or inspection of the construction, operation or maintenance of the Project nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Concessionaire from its obligations, duties and liabilities under this Agreement, the Applicable Laws and Clearances; and
- (b) the Authority or any Competent Authority or the advisors, nominees or representatives of the Authority shall not be liable to the Concessionaire by reason of any review, comment, approval observation or inspection referred in sub-clause (a) above and the Concessionaire shall indemnify them and keep them indemnified in this behalf.

17.14. TIME

Any date or period as set out in this Agreement may be extended with the written consent of the Parties, failing which time shall be of the essence.

17.15. CHANGE IN LAW

In the event of a Change in Law results in a Material Adverse Effect, the Authority or the Concessionaire may by notice in writing to the other party request such modifications to the terms of this Agreement as the requesting party reasonably believes are necessary to place it in substantially the same legal, commercial and economic position as it was prior to such Change in Law. The Concessionaire and the Authority shall thereafter consult in good faith to agree to such modifications and in the event agreement cannot be reached, either of them may refer the matter for determination in accordance with the Dispute Resolution Procedure.

17.16. DEPRECIATION

For the purposes of claiming tax depreciation, the property representing the capital investment made by the Concessionaire/Persons claiming through or under the Concessionaire shall be deemed to be acquired and owned by the Concessionaire/Persons claiming through or under the Concessionaire.

17.17. VIOLATION OF TERMS

The Parties agree that in the event of any breach of the provisions of this Agreement, the Parties shall suffer irreparable harm and injury and damages would not be an adequate remedy and each of the Parties (at its sole discretion) shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court or arbitral forum of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at law or in equity, including without limitation a right for Damages.

17.18. INTEREST AND RIGHT OF SET OFF

The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 15 (fifteen) days of receiving a demand along with the necessary particulars.

Any sum which is due and payable under any of the provisions of this Agreement by one party to the other shall, if the same is not paid within the time allowed for payment thereof, be deemed to be a debt owed by the Party responsible for such payment to the Party entitled to receive the same. Such sum shall until payment thereof carry interest at the rate specified herein, and if not specified at the rate of 18% per annum, from the due date and until the date of payment or otherwise realisation thereof by the Party entitled to receive the same. Without prejudice to any other right or remedy available under this Agreement or under law, the Party entitled to receive such amount shall also have the right of set off.

Provided this provision for payment of interest for delayed payment shall not be deemed or construed to (i) authorise any delay in payment of any amount due by a party or (ii) be a waiver of the underlying breach of the payment obligations.

17.19. WAIVER OF IMMUNITY

Each Party unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;
- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction;

17.20. THIRD PARTIES

This Agreement is intended solely for the benefit of the Parties, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement, unless expressly provided in this Agreement

17.21. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon, and inure to the benefit of the Parties and their lawful successors, as per the provisions of this Agreement.

17.22. VALIDITY

This Agreement shall be valid for the entire Concession Period.

IN WITNESS WHEREOF the Parties have executed and delivered this Agreement by their duly authorised representative on the date first above written:

<p>SIGNED ON BEHALF OF Authority</p> <p>_____ (Signature) _____ (Name) _____ (Designation)</p>	<p>SIGNED, SEALED AND DELIVERED</p> <p>Concessionaire by the hand of its authorized representative</p> <p>_____ (Signature) _____ (Name) _____ (Designation)</p> <p>pursuant to Resolution dated..... of its board of directors.</p>
---	---

Witnesses:

(i)

(ii)

Date:

Place:

Schedules

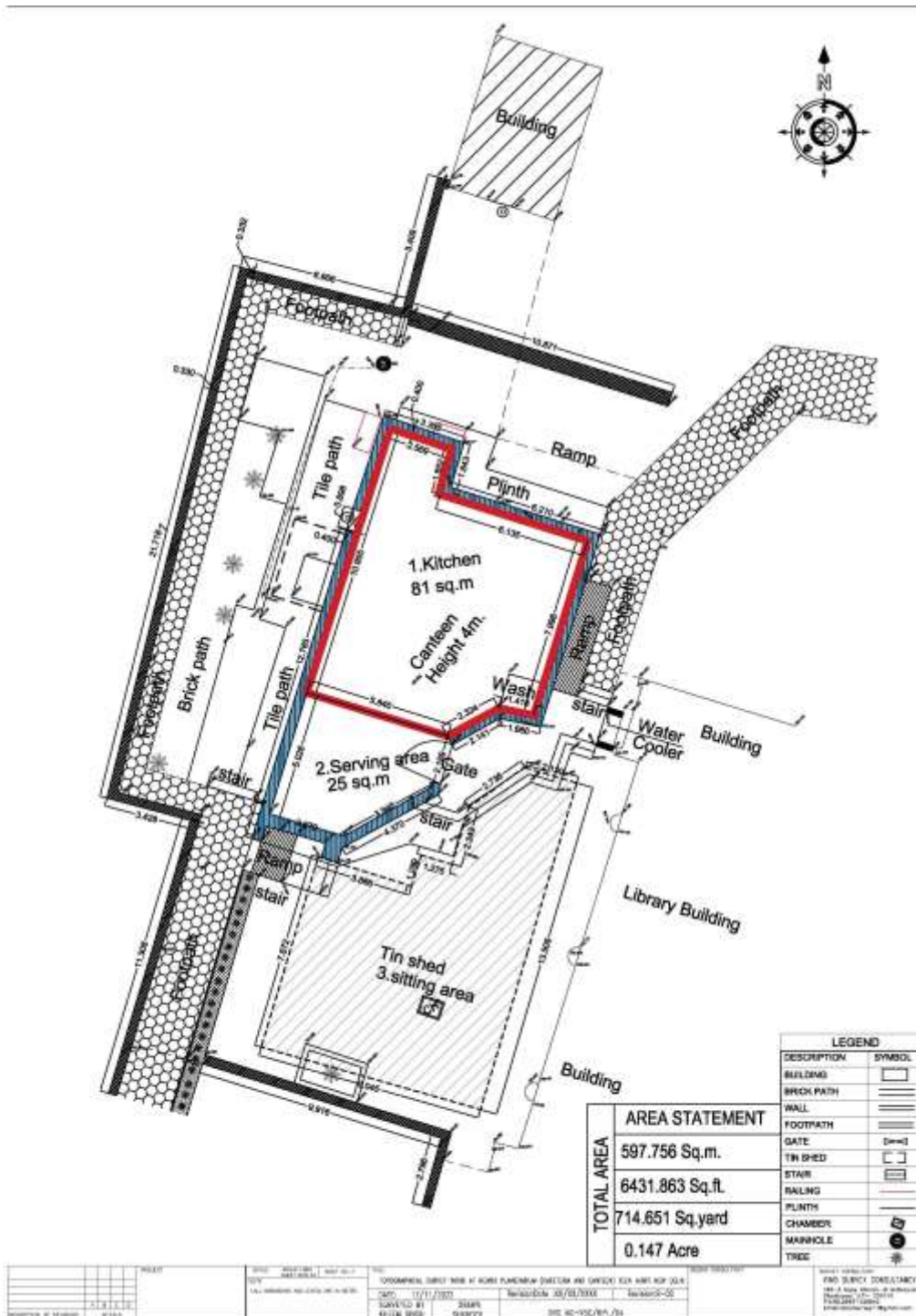
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SCHEDULE A: Project Site

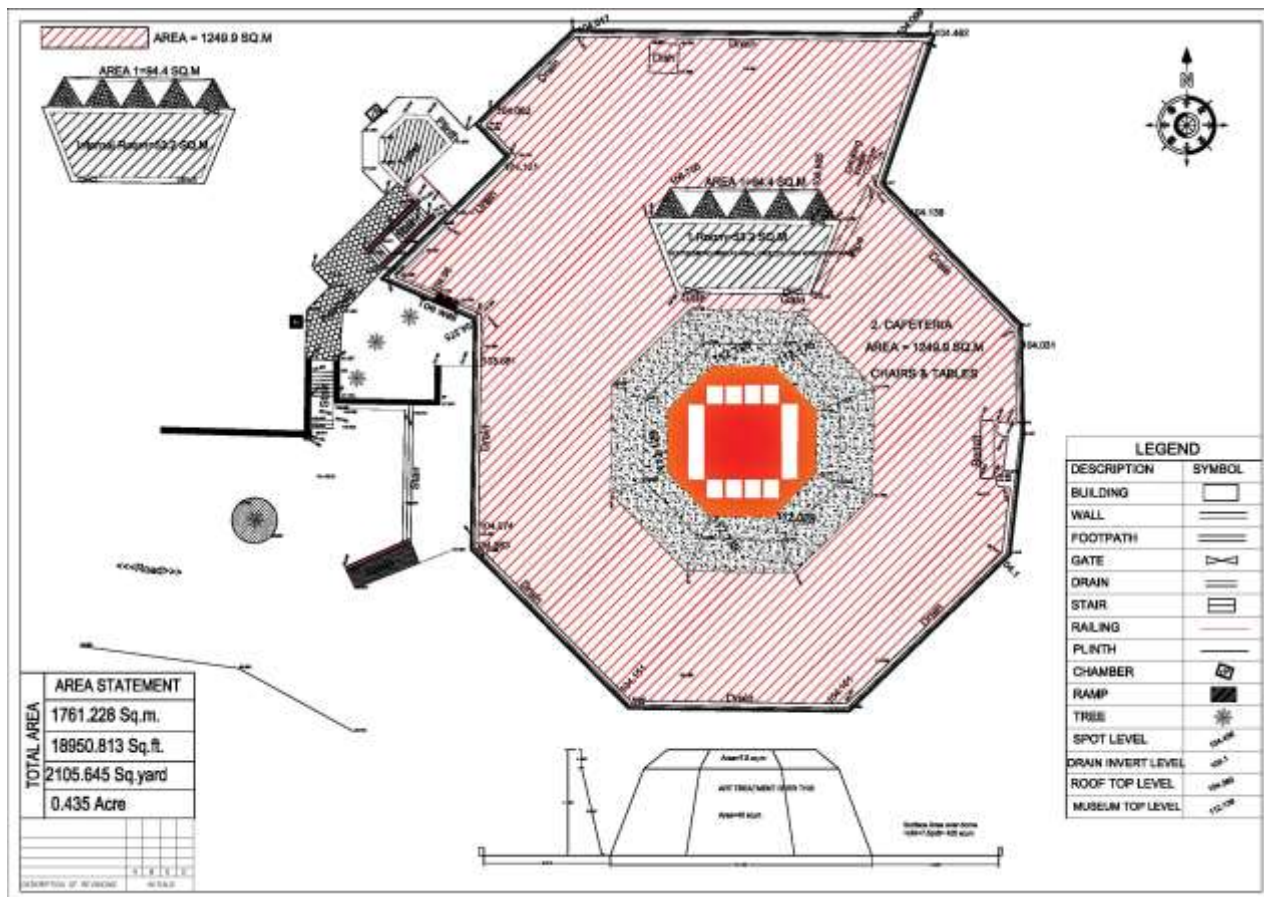
1 The Canteen Site

Location: Adjoining the Administrative Building



2 The Café Site

Location: Terrace of Planetarium



3 Additional Information (Not part of Site to be handed Over)

Location: Administration Building of PMML

- Auditorium
- Conference Room

SCHEDULE B: Project Facilities

The key Project Facility shall consist of the following:

1. Canteen

1.1. Renovation

Canteen structure needs renovation comprising:

a) Roof water proofing

The primary goal is to ensure the longevity of the building and prevent water infiltration, which could lead to structural damage. To achieve this, a multi-step process will be undertaken:

- **Assessment:** A thorough inspection of the roof will be conducted to identify existing issues, leaks, and potential weak points.
- **Material Selection:** After careful consideration, a high-quality waterproofing membrane will be chosen, known for its durability and resistance to weather elements.
- **Surface Preparation:** The roof surface would be cleaned, repaired, and properly primed to ensure optimal adhesion of the waterproofing material.
- **Application:** The selected waterproofing material will be applied, forming a seamless barrier against water penetration.
- **Quality Control:** Regular inspections will be carried out during and after the application to guarantee the effectiveness of the waterproofing.

By addressing roof waterproofing as a priority, the canteen's structural integrity will be safeguarded, contributing to the overall success of the renovation.

b) Renovation of sitting area

The renovation of the canteen's sitting area aimed to create a comfortable and inviting atmosphere for diners. Several steps would be taken to achieve this:

- **Layout Reimagining:** The layout will be redesigned to optimize seating arrangement and accessibility.
- **Lighting Enhancement:** Improved lighting fixtures would be installed to create a warm and well-lit ambiance during all hours of operation.
- **Seating Comfort:** Durable seating options will be selected, catering to various group sizes and preferences.

The result would be a comprehensive modern and inviting space that will encourage public to enjoy their meals in a relaxed environment.

c) Renovation of shed over sitting area

To ensure the comfort of upcoming crowd regardless of weather conditions, the shed over the sitting area should undergo a comprehensive renovation:

- **Roof Improvement:** The roofing material would be upgraded to a weather-resistant material, offering protection from both rain and sun.
- **Structural Reinforcement:** The shed's structure would be reinforced to withstand potential wind and weather impacts, ensuring safety for patrons below.
- **Design Integration:** The shed's design will be seamlessly integrated with the overall aesthetic of the canteen, enhancing its visual appeal.

d) Renovation Service Counter Area

The service counter area will undergo a transformation to improve customer service and satisfaction:

- **Streamlined Ordering Process:** The layout will be restructured to create a logical flow for customers, reducing waiting times and enhancing order accuracy.
- **Visual Appeal:** The service counter's design would be updated to align with the canteen's overall theme, creating an engaging and visually pleasing experience for customers.

e) Renovation Hand washing area

The hand washing area would receive upgrades to ensure hygiene standards shall be met:

- **Enhanced Fixtures:** Hand washing fixtures would be installed to encourage proper hygiene practices.
- **Sanitization Stations:** Conveniently located sanitization stations will be incorporated, allowing customers and staff to maintain cleanliness easily.
- **Accessibility Considerations:** The area will be designed to be accessible for all, including those with mobility challenges.

f) Hygiene and Safety Considerations:

The development of the kitchen area would prioritize adherence to strict hygiene and safety standards:

- **Food-grade Surfaces:** The kitchen will be outfitted with easy-to-clean, non-porous surfaces to prevent cross-contamination and promote food safety.

- **Sanitization Stations:** Conveniently located hand sanitization stations will be strategically placed to encourage frequent hand hygiene among kitchen staff.
- **Fire Safety Measures:** Fire suppression systems, fire extinguishers, and emergency exits would be integrated to ensure the safety of both staff and the facility.

2. Cafeteria

The chapters offer a comprehensive view of the transformation and growth of the cafe area. The development aspects involve the creation of entirely new spaces as per the proposed theme.

2.1. Development

a) Development of Service Counter Area

The development of the service counter area aims to elevate customer experience and operational efficiency:

- **Streamlined Interaction:** The service counter layout will be designed to facilitate smoother customer interactions, minimizing wait times.
- **Aesthetic Upgrade:** The counter's design would be enhanced to align with the cafe's ambiance, creating a cohesive and inviting atmosphere.
- **Technological Integration:** Digital menu displays and contactless payment options can be integrated to enhance convenience for customers.

These enhancements will not only improve the cafe's functionality but also leave a lasting impression on visitors.

b) Development of Stores

The development of the cafe's storage areas will focus on maximizing space utilization and organization:

- **Optimized Layout:** The storage layout will be strategically reconfigured to ensure efficient storage and easy access to supplies.
- **Tailored Solutions:** Custom shelving and organizational solutions would be introduced to accommodate different types of items.
- **Operational Efficiency:** The aim is to improve overall operational efficiency by ensuring that staff could easily locate and retrieve necessary supplies.

This strategic development will enhance cafe's daily operations and contributed to a well-organized environment.

2.2. Additional New Development

Cafeteria structure needs new development of:

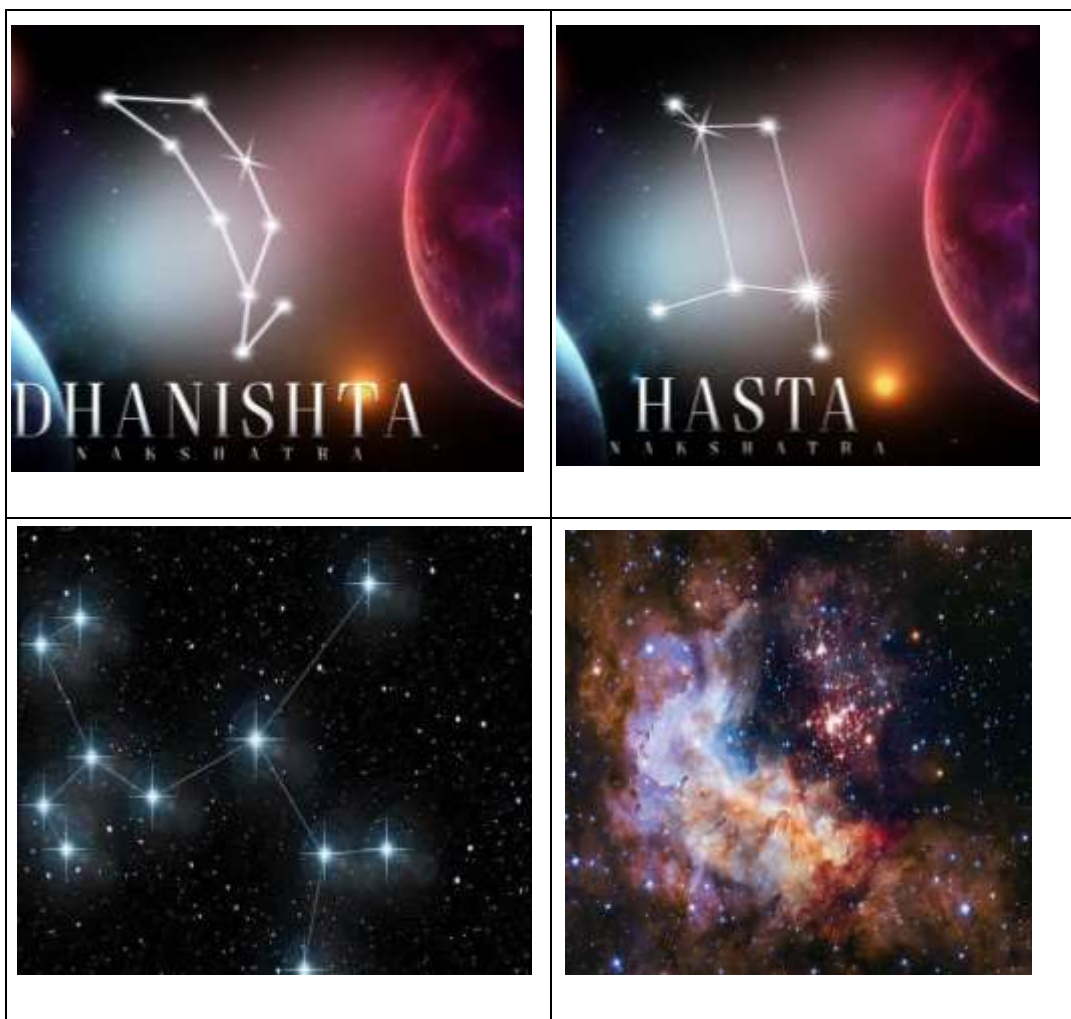
- Development of Sitting Area
- Development of Kitchen
- Development of Aesthetic surroundings as per the theme
- Development of Hand washing area

Note: The Project Facilities may include scope of work, other than the ones mentioned herein, which may be relevant for the project and which may contribute towards better development of the Cafeteria and Redevelopment of Canteen. Moreover, Authority reserves the last decision regarding the Scope of Work and Authority's decision would be binding.

3. Cafeteria Theme- NAKSHATRA

The café will attempt a theme based on unique Nakshatra theme involves constellations and astronomical items which would magnify visitors' interest in the cafeteria. The following can be incorporated while designing the cafe:

- **Depicting the Nakshatra theme**



- **Proposed Entrance of Open-Air Café**

A café needs Entrance to give aesthetic feel to design & acting as a point of attraction for upcoming visitors.



Existing Entrance



Proposed Entrance: Green entrance with pergolas or temporary structure using renewable materials

SCHEDULE C: Specifications and Standards

1. General

- 1.1. The Concessionaire shall comply with the Specifications and Standards set forth in this Schedule for construction of Project Facility.
- 1.2. All the items of work shall be executed as per Central Public Works Department (CPWD) Specifications. Any item or part of the item not covered in CPWD Specifications shall be executed as per relevant IS Codes or as per the directions of PMML/ Authority.
- 1.3. When an Amended/ Modified/ Added clause supersedes a clause or part thereof in the said specifications, then any reference to the superseded clause shall be deemed to refer to the Amended/Modified clause or part thereof.
- 1.4. If any Amended/ Modified/ Added clause may come in conflict or be inconsistent with any of the provisions of the said specifications under reference, the Amended/ Modified/ Added clause shall always prevail. While carrying out any work the Concessionaire shall ensure that any requirements specific to the site and similar factors are kept in view.
- 1.5. All measurements shall be made in the metric system. The measurements and computations unless/otherwise indicated shall be carried nearest to the following limits.

Length and breadth	:	5 mm
Height, Depth or thickness	:	1 mm
Area	:	0.01 sq.m.
Cubic Contents	:	0.01 cu.m.

Annexure -I

1 General

- 1.1 The work in general shall be carried out in accordance with the CPWD Specifications 2009 Vol. I to II hereinafter referred as CPWD Specifications.
- 1.2 The other codes and standards applicable for the Project are as follows:
- (i) CPWD Specifications 2019 Vol. I to II
 - (ii) CPWD General Specifications for Electrical Works Part I Internal - 2013.
 - (iii) CPWD General Specifications for Electrical Works Part IV Sub Station – 2013.
 - (i) CPWD General Specifications for Heating, Ventilation & Air Conditioning Works 2017;
 - (ii) CPWD General Specifications for Electrical Works (Part II – External) 1994;
 - (iii) CPWD General Specification for Electrical Works- Part – V (Wet Riser and Sprinkler System) 2006;
 - (iv) CPWD General Specifications for Electrical Works Part VI Fire Detection and Alarm System – 2018;
 - (v) Selection, Installation and Maintenance of Automatic Fire Detection and Alarm System Code of Practice- IS 2189-2008;
 - (vi) All amended up to last date of submission of tender, relevant IE rules, relevant IS and as per directions of Authority.
 - (vii) All the materials used in the work as far as applicable shall comply with the relevant Indian Standard Specifications with all upto date amendments.
 - (viii) The Concessionaire shall produce test certificates for their conforming to relevant I.S. specifications.
 - (ix) The materials having I.S.I. mark shall have precedence over the ones conforming to I.S. specifications.
 - (iv) CPWD General Specifications for Electrical Works Part VI Fire Detection and Alarm System – 2018.
 - (v) CPWD General Specifications for Electrical Works Part VII D.G. Sets - 2013.
 - (vi) CPWD General Specifications for Electrical Works Part VIII Gas Based Fire Extinguishing System - 2013
 - (vii) Bureau of Indian Standards (BIS)
 - (viii) National Building Codes 2016 and revisions. (NBC);

- (ix) Local fire regulations
 - (x) Energy Conservation Building Code 2017 and
 - (xi) Approved zoning plan of the site.
- 1.3 Where the specification for a work is not given, Good Industry Practice shall be adopted to the satisfaction of the PMML.
- 1.4 The Concessionaire shall use indigenous products, wherever feasible and shall provide a list of imported products to the Authority with sufficient details.
- 1.5 Approvals/ NOCs / clearances from local bodies and other statutory authorities shall be responsibility of Concessionaire for design, execution and operation of the project or part thereof. All statutory fees/ charges required for obtaining approvals/ NOCs / clearances shall be paid by the Concessionaire.
- 1.6 All equipment shall be delivered with
- (i) Manufacturer's test certificate,
 - (ii) Manufacturer's technical catalogues, and installation / instruction (O&M) manuals.

2 Climatic Conditions

The equipment supplied shall be suitable for satisfactory performance on its rated capacity at all weather conditions i.e. summer, monsoon and winter seasons at Project Site.

3 Sound Engineering Practice as per Directions of the Authority

- 3.1. Before commencement of any item of work, the Concessionaire shall correlate all the relevant architectural and structural drawings, and specifications etc. and satisfy himself that the information available is complete and unambiguous. The Concessionaire alone shall be responsible for any loss or damage occurring by the commencement of work based on any erroneous and or incomplete information and no claim whatsoever shall be entertained on this account.
- 3.2. The Concessionaire shall provide permanent bench marks, flag tops and other reference points for the proper execution of work and these shall be preserved till the end of the work. All such reference points shall be in relation to the levels and locations, given in the Architectural and plumbing drawings. On completion of work, the Concessionaire shall submit six prints of — as built drawings to the Authority (Hard & soft copy both).
- 3.3. The Concessionaire should engage approved, licensed plumbers for the work and get the materials (fixtures/fittings) tested as per Applicable Laws at its own cost.

- 3.4. The Concessionaire shall give performance test of the entire installation(s) as per the specifications in the presence of the Authority or his authorized representative before the work is finally accepted and nothing extra what-so-ever shall be payable to the Concessionaire for the test.
- 3.5. The Concessionaire shall conduct his work, so as to minimize the interference with or hinder the progress or completion of the work being performed by the Authority or its representatives.
- 3.6. Sample of building materials, fittings and other articles required for execution of work shall be got approved from the Authority before use in the work. The quality of samples brought by the Concessionaire shall be judged by standards laid down in the relevant CPWD/ BIS specifications. All materials and articles brought by the Concessionaire to the site for use shall conform to the samples approved by the Authority which shall be preserved till the completion of the work.
- 3.7. BIS marked materials except otherwise specified shall be subjected to quality test at the discretion of the besides testing of other materials as per the specifications described for the item/material.
- 3.8. The Concessionaire shall procure the required materials in advance so that there is sufficient time to testing of the materials and clearance of the same before use in the work. The Concessionaire shall provide at his own cost suitable weighing and measuring arrangements at site for checking the weight / dimensions as may be necessary for execution of work.
- 3.9. Regarding testing of civil & electrical materials, the testing of materials shall be conducted in Govt. Laboratory/ Govt. colleges/ IITs/NITs or from the laboratory approved by Authority. The charges of testing of materials in approved laboratory shall be borne by the Concessionaire.
- 3.10. Only material bearing ISI/BIS certifications ECBC/BEE mark shall be used in the work. Where articles of different designs/ makes bearing ISI/BIS certifications are available.
- 3.11. Where material bearing ISI/BIS certifications marks are not available, material conforming to relevant BIS/ISI shall be used with prior approval of Authority. The decision of Authority about the design/ make to be used in the work shall be final & binding on the Concessionaire.
- 3.12. If the specifications of any item are not available, then the decision of the Authority regarding quality shall be final & binding on the Concessionaire.

Annexure - II

Particular Specification and Condition for E&M Works

1. Scope

The equipment and work shall be confirm to

2. Sub Work - Internal & External Electrical Installation of E&M Works

The work shall be carried out in accordance with tender specifications and the following specifications / rules:

- (i) CPWD General Specifications for Electrical work Part I Internal - 2013, as amended up to date.
- (ii) CPWD General Specifications for Electrical work Part II External - 1994, as amended up to date.
- (iii) The Indian Electricity Act, 2003.
- (iv) National Electrical Code.
- (v) Indian Electricity Rules 1956 amended up to date.

3.1 General

The specifications given below pertain to the internal and external electrical installation work to be carried at Project Site.

3.2 Wiring

- (i) The wires used for the point wiring and power wiring shall be of 650 / 1100 Volts grade FRLS PVC insulated multi stranded copper conductor single core confirming to IS:694:1990.
- (ii) All mounting boxes for plate type accessories shall be of metallic construction and of the same make as that of the plate type switches and accessories.
- (iii) The connections, inter-connections, earthing and inter earthing shall be done by the Concessionaire wherever required for energizing of the installation and nothing extra shall be paid on this account.
- (iv) Conduit shall be in accordance with The National Electrical Code (NEC), local and state requirements. Cable must be separated from any open conductors of power, or Class 1 circuits, and shall not be placed in any conduit, junction box or raceway containing these conductors, per NEC Article 760-29.
- (v) The rupturing capacity of the MCB"s shall be 10 KA. The MCB"s shall be ISI

marked.

- (vi) The make of MCB, RCCB etc. shall be the same as that of MCB DB.
- (vii) Three phase MCB DBs shall be provided with three independent neutral bars for per phase isolation in addition to main neutral link if provided in schedule of quantity.
- (viii) Number of inspection boxes for conduit should be barest minimum, rather these should be avoided.
- (ix) Cutting of brick walls shall be with chase cutting machine only. All repairs and patch works shall be neatly carried out to match the original finish and to the entire satisfaction of the Engineer in Charge.
- (x) All the sub main and circuit wiring includes loose wire for connections inside switch boxes and MCB DB s. No payment for these loose wires shall be made.
- (xi) The connection between incoming switch / isolator and bus bar shall be made with suitable size of thimble and cable at no extra cost.
- (xii) Copper conductor of insulated cables of size 1.5 Sq.mm and above shall be stranded and terminals provided with crimped lugs.
- (xiii) All hardware items such as screws, thimbles, GI wire etc. which are essentially required for completing an item as per specifications will be deemed to be included in the item even when the same have not been specifically mentioned.
- (xiv) All hardware items such as nuts/ bolts/ screws/ washers etc. to be used in work shall be aluminum alloy / cadmium plated iron.
- (xv) Any conduit which is not be wired by the Concessionaire shall be provided with GI fish wire for wiring by some other agency subsequently. Nothing extra shall be paid for the same.
- (xvi) The make of the materials have been indicated in the list of acceptable makes. Alternate makes are not acceptable. The materials to be used in the work shall be got approved by the Engineer in Charge / his representative before its use at site. The E-in-C shall reserve the right to instruct the Concessionaire to remove the material which, in his opinion, is not acceptable.
- (xvii) Modular boxes, switches, sockets, regulators etc. shall be of only one make.
- (xviii) Wherever light fittings are proposed to be provided on the false ceiling, the respective light / fan point wiring will have to be brought up to the terminal of

the light fittings / fans by the Concessionaire. Flexible conduits shall be used for drawing wires from MS conduits on ceiling to fittings on false ceiling and nothing extra shall be paid to the Concessionaire for the same.

- (xix) G.I. pipes shall be medium class as per ISI specification and shall be of single piece without any joints.
- (xx) All the light and fans points should be properly earthed with 1.5 sq mm, FRLS PVC insulated copper wire.
- (xxi) Termination of wiring inside the DB's and main board should be done by crimped Copper lugs connections, for which no extra payment will be made.
- (xxii) All metallic parts must be properly bonded to the earth. Earthing lugs shall be provided to all copper earth wires and shall be fixed whenever required by means of anodized bolts and nuts.

3.3 Surge Protection Devices

- (i) SPDs (Surge Protection Devices) shall be of Type II for Panels.
- (ii) SPDs shall be suitable for TT, TNC, TNS or TNC-S earthing systems.
- (iii) SPDs shall provide protection between line to earth (common mode), neutral to earth (common mode) and line to neutral (differential mode).
- (iv) SPDs shall be of the "withdraw able cartridge" type. The base of the SPDs shall be able to accept cartridges of different discharge ratings of I_{max}
- (v) Optional auxiliary contacts for remote indication shall be integrated in the base of the SPDs to eliminate possibility of wrong installation.
- (vi) SPDs shall limit the transient let-through voltage in accordance to IEC 60364.
- (vii) Protection against SPDs short-circuit (in the event of end-of-life of SPDs or/and short circuit at 50hz like neutral disconnection, inversion of Neutral /line) shall be provided by a dedicated miniature circuit breaker that has been tested to co-ordinate with the manufacturer's SPDs in accordance to IEC 60364.

3.4 Lighting Protection

The following shall be used for lightning protection:

IEC 60598-1	Luminaires – Part 1: General requirements and tests
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IEC 60598-2	Luminaires – Part 2: Particular requirements
IEC 60400	Lamp holders for tubular fluorescent lamps and starter- holder
NFPA	National Fire Protection Association

Annexure - III**List of Applicable Codes**

- 1.1 The Concessionaire shall use the latest edition of relevant Standards & Specifications for Design and Execution of this project/work. The list of Standards & Specifications provided hereunder is not exhaustive and any other Standard & Specification which are not mentioned in this section are also applicable if required for the completion of work as per the Scope of Work shall be used in consultation with Authority.
- 1.2 Some of the relevant codes and standards are compiled below:

(i) FOR STRUCTURAL WORKS

SN	CODE	NAME
1	IS: 1893 – 2002	Criteria for Earthquake resistant design of Structures
2	IS: 13920	Ductile detailing of Reinforced Concrete Structures Subjected to Seismic forces.
3	IS: 4326 – 1993	Earthquake resistant Design and construction of Buildings
4	IS: 875 – 1987 (Part I to III & Part V)	Code and Practice for Design Loads (Other than earthquake) for Building and Structures like Dead, Imposed, Wind and other Loads
5	IS: 456 – 2000	Plain and Reinforced Concrete (Code of practice)
6	SP: 16	Design aids for Reinforced Concrete Structure.
7	SP: 34	Handbook on Concrete Reinforcement and Detailing
8	IS: 3370 Part I, Part II and Part IV	Code of practice for Concrete structures for the storage of liquids.
9	IS: 1786	Specification for High Strength Deformed Steel bars and wires for concrete reinforcement
10	IS: 1904	Code and Practice for design and Construction of Foundations in Soils
11	IS: 2950	Code and Practice for Design and Construction of Raft Foundations
12	IS: 800-1980	Code of Practice for general Construction in Steel.
13	IS: 1343-1980	Code of Practice for Pre stressed Concrete.
14	BS 8081:2015 & BSEN-1537-2013 & IS 10270-1982 & IS 14268 class11/ASTM-416	Code of Diaphragm.
15	BS 8110: 1997 class-2 for gravity load. BS 8110: 1997 class-3 for gravity load and lateral load.	Code of PT slab

(ii) FOR PLUMBING WORKS

SN	I.S. Code	Description / Title
1.	IS: 1729	Specification for sand cast iron spigot and socket soil, waste and ventilating pipes, fittings and accessories.
2.	IS:1536	Specification for centrifugally cast (spun) iron pressure pipes for water, gas and sewage.
3.	I.S: 1538 (Part-I to XXIII)	Specification for cast iron fittings for pressure for water, gas and sewage.
4.	I.S:3714	Code of practices for laying C.I pipes
5.	I.S:782	Specification for caulking lead
6.	I.S:1239 (Part-II)	Specification for mild steel tubes, tubular and other wrought steel filling.
7.	I.S:1879	Specification for malleable cast iron pipe fittings.
8.	I.S:4984	High-density polythene pipe for potable water supplies, sewage and Industrial effluents.
9.	I.S:783	Width and depth of trench for R.C.C pipes.
10.	I.S:4127	Width and depth of trench for S.W pipes.
11.	I.S: 780	Specification for sluice valve for water works purposes.
12.	I.S:651	Specification for salt glazed stoneware pipe and fittings
13.	I.S:7558	Code of practice for domestic hot water installation.
14.	I.S: 1742	Code of practice for building drainage
15.	I.S: 2064	Code of practice for selection, installation and Maintenance of Sanitary appliances
16.	I.S:2065	Code of practices for water supply in building
17.	I.S: 2183 (Part-I)	Code of practice for Plumbing in multistoried buildings.
18.	I.S:1239	Specifications for mild steel tubes tubular and other wrought steel fittings. (Fifth Revision)
19.	I.S:778	Specifications for copper alloy gate, globe and check valves for water works purposes.
20.	I.S:5312 (Part-I)	Specifications for swing check type reflux (Non-return) valve
21.	I.S : 3114	Code of Practice for laying of C.I. pipes (2nd Rev.)
22.	I.S. : 456	Code of practice for plain and reinforced concrete (3rd Rev.) (Amendment 2)
23.	I.S. : 12820	Code of practice for dimensional requirements of rubber gaskets for mechanical joints and push on joints for use with cast iron pipes and fittings for carrying water, gas & sewage.
24.	I.S. : 1172	Code of basic requirements for water supply, drainage & sanitation (4th Rev.)

SN	I.S. Code	Description / Title
25.	I.S. : 1200 (Part-16)	Code of practice for methods or measurements of building and Civil Engineering works: Part 16 Laying of water and sewer lines including appurtenant items (3rd Rev.)
26.	I.S. : 1200(Part-19)	Code of practice for methods or measurements of building and Civil Engineering works: Part 19 Water supply, plumbing and drains (3rd Rev.)
27.	I.S : 3989	Centrifugally cast (spun) iron spigot and socket soil, waste and ventilating pipes, fittings and accessories (2nd rev.) (Amendment2)
28.	I.S : 13095	Butterfly valves for general purposes
29.	I.S : 458	Precast Concrete pipes (with or without reinforcement) (3rd rev.) (Amendment2)
30.	I.S : 1726	C.I. Manhole covers & frames (3rd rev.)
31.	I.S : 1916	Steel cylinder pipe with concrete lining and coating (1st rev.).
32.	I.S : 12592(part1)	Pre-cast concrete manhole covers and frames: Part 1 Covers (Amendment 3)
33.	I.S : 12592(part2)	Pre-cast concrete manhole covers and frames: Part 2 Frames
34.	I.S : 6392	Steel pipe flanges (Amendment 1)
35.	I.S : 6418	C.I and malleable C.I. flanges for general engineering purposes.
36.	I.S : 4985	Un plasticized PVC pipes for potable water supplies (2nd Rev) (Amendment 2)
37.	I.S : 7181	Horizontally cast double flanged pipes for water, gas and sewage.(1st Rev.) (Amendment 1)
38.	I.S : 210	Grey iron casting. (4th Rev.)
39.	BS EN 1057	Copper pipes
40.	BS EN 1254	Copper Fittings
41.	I.S : 4985	UPVC pipes
42.	I.S : 15778	CPVC pipes
43.	I.S : 8329	Ductile iron

List Codes and References mentioned below is not exhaustive and for reference purpose only. Concessionaire shall follow all the standards and codes mentioned in this schedule

or adhere to relevant codes as per site requirement.

SN	CODE	NAME
1.	IS: 1893 – 2016	Criteria for Earthquake resistant design of Structures
2.	IS: 13920-2016	Ductile detailing of Reinforced Concrete Structures subjected to Seismic forces.
3.	IS: 4326 – 1993	Earthquake resistant Design and construction of Buildings
4.	IS: 875 – 2015 (Part I to III & Part V)	Code and Practice for Design Loads (Other than earthquake) for Building and Structures like Dead, Imposed, Wind and other Loads
5.	IS: 456 – 2000	Plain and Reinforced Concrete (Code of practice)
6.	SP: 16	Design aids for Reinforced concrete Structure.
7.	SP: 34	Handbook on Concrete Reinforcement and Detailing
8.	IS: 3370 Part I, Part II and Part IV	Code of practice for Concrete structures for the storage of liquids.
9.	IS: 1786	Specification for High Strength Deformed Steel bars and wires for concrete reinforcement
10.	IS: 1904	Code and Practice for design and Construction of Foundations in Soils
11.	IS: 2950	Code and Practice for Design and Construction of Raft Foundations
12.	IS: 800-2007	Code of Practice for general Construction in Steel.
13.	IS: 1343-1980	Code of Practice for Pre stressed Concrete.
14.	IRC 5 : 1998	Standard specifications and code of practice for road bridges.
15.	IRC 6 : 2014	Standard specifications and code of practice for road bridges.
16.	IRC 24-2010	Standard specifications and code of practice for road bridges.

(iii) FOR FIRE FIGHTING WORKS

SN	I.S. Code	Description / Title
1.	I.S:1239	Specifications for mild steel tubes 106 tubular and other wroughtsteel fittings. (Fifth Revision)
2.	I.S:778	Specifications for copper alloy gate, globe and check valves for water works purposes.
3.	I.S:5312 (Part-I)	Specifications for swing check type reflux (Non-return) valve
4.	I.S:908	Specifications for fire hydrant (2nd Revision)
5.	I.S:5290	Specifications for landing valve
6.	I.S:901	Specifications for coupling double male and female instantaneous

SN	I.S. Code	Description / Title
		pattern for firefighting (3rd revision)
7.	I.S:884	Specifications for first aid hose reel for firefighting (1st Revision)
8.	I.S:903	Specifications for fire hose delivery couplings branch pipe, nozzles and nozzles spanner (3rd revisions)
9.	I.S:933	Specifications for portable chemical from fire extinguisher
10.	I.S:15683	Specifications for fire extinguisher carbon dioxide type.
11.	I.S:2878	Specifications for fire extinguisher carbon dioxide type.
12.	I.S:9972	Specification for sprinkler
13.	I.S:3844	Code of practice for installation and Maintenance of internal fire hydrants and hose reels on promises.
14	I.S : 3114	Code of Practice for laying of C.I. pipes (2nd Rev.)
15.	I.S. : 456	Code of practice for plain and reinforced concrete (3rd Rev.) (Amendment 2)

(iv) FOR I.S. SAFETY CODES

SN	I. S. Code	Description / Title
1.	I.S.660	Safety Code for Mechanical Refrigeration
2.	I.S.659	Safety Code for air conditioning
3.	I.S.3016	Code of Practice for precautions in welding and cutting operations
4.	I.S.818	Code of practice for safety and health requirements in electrical and gas welding and cutting operations
5.	I.S.5216	Code for safety procedure and practice in electrical works
6.	I.S.3696	Safety code for scaffolds and ladders

List of Main Bureau of Indian Standards Codes and Publications with latest revisions and amendments thereto be followed for analysis & design.

SN	Code	Description
LOADS		
1.	IS-875 (Part-1)-1987	Code of practice for design loads (other than earthquake) for buildings and structures – Unit weights of buildings materials and stored materials.
2.	IS-875 (Part 2)-1987	Code of practice for design loads (other than earthquake) for buildings and structures – imposed loads.
3	IS- 875 (part 3) -1987	Code of practice for design loads (other than earthquake)for buildings and structures – wind loads)
4.	IS-875 (Part5)–1987	Code of practice for design loads (other than earthquake) for buildings and structures – special loads and load combinations.
5.	IS:1893-2002	Criteria for design earthquake resistant design of structures (general provision and buildings).
CONCRETE		

SN	Code	Description
1.	IS:456 – 2000	Code of practice for plain and reinforced concrete.
2.	IS:1786 – 2008	Specification of high strength deformed bars and wires for concrete reinforcement.
3.	IS: 432 (Part-2) – 1982	Specification of high strength deformed bars and wires for concrete reinforcement.
4.	IS:13920 – 1993	Ductile detailing of reinforced concrete structures subjected to seismic forces – code of practice.
5.	IS : 269 – 1989	Specification for ordinary, rapid hardening and low heat Portland cement.
6.	IS: 1489 – 1991	Specification for Portland pozzolana cement
7.	IS: 383 – 1970	Specification for coarse and fine aggregates from natural sources for concrete.
8.	IS : 516 – 1959	Method of test for strength of concrete.
9.	IS: 2645 – 1975	Specification for integral cement water proofing compounds.
10.	IS:3370-2009 Part 1 & 2	Liquid retaining structures.
STEEL		
1.	IS:2062 – 1999	Steel for general structural purposes, specification.
2.	IS: 1161 – 1998	Specification of steel tubes for structural purpose.
3.	IS: 800 – 2007	Code of practice for general construction in steel.
4.	IS 4923	Hollow steel section for structural purpose.
5.	IS 1367	Technical specification for Thread bolts
6.	IS 816 - 1969	Code of practice for use of metal ARC welding for general construction in mild steel

(v) List of Reference Standards for Construction Activities

SN	Standard Number	Title
1	SP : 6 (1)	Structural Steel Sections
2	IS : 27	Pig Lead
3	IS : 325	Three Phase Induction Motors
4	IS : 554	Dimensions for pipe threads where pressure tight joints are required on the threads.
5	IS : 694	PVC insulated cables for working voltages up to & including 1100V.
6	IS : 779	Specification for water meters (domestic type).
7	IS : 782	Specification for caulking load
8	IS : 800	Code of practice for general construction in steel
9	IS : 1068	Electroplated coatings of nickel plus chromium and copper plus nickel plus chromium.
10	IS : 1172	Code of Basic requirements for water supply drainage and sanitation.
11	IS : 1367 (Part 1)	Technical supply conditions for threaded steel fasteners: Part 1 introduction and general information.

SN	Standard Number	Title
12	IS : 1367 (Part 2)	Technical supply conditions for threaded steel fasteners: Part 2 product grades and tolerances.
13	IS : 1554 (Part 1)	PVC insulated (heavy duty) electric cables: Part 1 for working voltages up to and including 1100 V.
14	IS : 1554 (Part 2)	PVC insulated (heavy duty) electric cables: Part 2 for working voltages from 33 KV up to and including 11 KV.
15	IS : 1726	Specification for cast iron manhole covers and frames.
16	IS : 1742	Code of practice for building drainage.
17	IS : 2064	Selection, installation and Maintenance of sanitary appliance code of practice.
18	IS : 2065	Code of practice for water supply in buildings.
19	IS : 2104	Specification for water meter for boxes (domestic type)
20	IS : 2373	Specification for eater meter (bulk type)
21	IS:2379	Colour code for identification for pipe lines
22	IS:2629	Recommended practice for hot dip galvanizing on iron and steel
23	IS : 3114	Code of practice for laying of cast iron pipes
24	IS : 4111 (Part 1)	Code of practice for ancillary structures in sewerage system: Part 1 manholes.
25	IS : 4127	Code of practice for laying glazed stoneware pipes.
26	IS : 4853	Recommended practice for radiographic inspection of fusion welded butt joints in steel pipes.
27	IS : 5329	Code of practice for sanitary pipe work above <i>ground</i> for buildings
28	IS : 5455	Cast iron <i>steps</i> for manholes.
29	IS : 6159	Recommended practice for design and fabrication of material, prior to galvanizing.
30	IS : 7558	Code of practice for domestic hot water installations.
31	IS : 8321	Glossary of terms applicable to plumbing work.
32	IS : 8419 (Part 1)	Requirements for water filtration equipment: Part 1 Filtration medium sand and gravel.
33	IS : 8419 (Part 2)	Requirements for water filtration equipment: Part 2 under drainage system.
34	IS : 9668	Code of practice for provision and Maintenance of water supplies and firefighting.
35	IS : 9842	Preformed fibrous pipe insulation.
36	IS : 9912	Coal tar-based coating materials and suitable primers for protecting iron and steel pipe lines.
37	IS : 10221	Code of practice for coating and wrapping of underground mild steel pipelines.
38	IS : 10446	Glossary of terms relating to water supply and sanitation.
39	IS: 11149	Rubber Gaskets
40	IS : 11790	Code of practice for preparation of butt-welding ends for pipes, valves, flanges and fittings.

SN	Standard Number	Title
41	IS : 12183 (Part 1)	Code of practice for plumbing in multistoried buildings: Part I water supply.
42	IS : 12251	Code of practice for drainage of building basements.
43	IS : 5572	Code of practice for sanitary pipe work.
44	BS : 6700	Specification for design, installation, testing and Maintenance of services supplying water for domestic use within buildings and their cartilages.
45	BS : 8301	Code of practice for building drainage
46	BSEN : 274	Sanitary tapware, waste fitting for basins, bidets and baths. General technical specification.
Pipes and Fittings		
47	IS : 458	Specification for precast concrete pipes (with and without reinforcement)
48	IS : 651	Salat <i>glazed</i> stone ware pipes and fittings.
49	IS : 1239 (Part 1)	Mild steel, tubes, tubulars and other wrought steel fittings: Part I Mild Steel tubes.
50	IS : 1239 (Part 2)	Mild Steel tubes, tubulars and other wrought steel fittings: Part 2 Mild Steel tubulars and other wrought steel pipe fittings.
51	IS : 1536	Centrifugally cast (spun) iron pressure pipes for water, gas and sewage.
52	IS : 1537	Vertically cast iron pressure pipes for water, gas and sewage.
53	IS : 1538	Cast Iron fittings for pressure pipes for water, gas and sewage.
54	IS : 1729	Sand Cast iron spigot and socket soil, waste and ventilating pipes, fittings and accessories.
55	IS : 1879	Malleable cast iron pipe fittings.
56	IS : 1978	Line pipe
57	IS : 1979	High test line pipe.
58	IS : 2501	Copper tubes for general engineering purposes
59	IS : 2643 (Part 1)	Dimensions for pipe threads for fastening purposes: Part 1 Basic profile and dimensions.
60	IS : 2643 (Part 2)	Dimensions for pipe threads for fastening purposes: Part 2 Tolerances.
61	IS : 2643 (Part 3)	Dimensions for pipe threads for fastening purposes: Part 3 Limits of sizes.
62	IS : 3468	Pipe nuts.
63	IS : 3589	Seamless or electrically welded steel pipes for water, gas and sewage (168.3 mm to 2032 mm outside diameter).
64	IS : 3989	Centrifugally cast (sun) iron spigot and socket soil, waste and ventilating pipes, fittings and accessories.
65	IS : 4346	Specifications for washers for use with fittings for water services.
66	IS : 4711	Methods for sampling steel pipes, tubes and fittings.
67	IS : 6392	Steel pipe flanges
68	IS : 6418	Cast iron and malleable cast iron flanges for general engineering purposes.

SN	Standard Number	Title
69	IS : 7181	Specification for horizontally cast iron double flanged pipe for water, gas and sewage.
Valves		
70	IS : 778	Specification for copper alloy float gage globe and check valves for water works purposes.
71	IS: 7181	Specification for sluice valves for water works purposes (50 mm to 300 mm size)
72	IS: 1703	Specification copper alloy float valves (horizontal plunger type) for water supply fittings.
73	IS : 2906	Specification for sluice valves for water works purposes (350 mm to 1200 mm size)
74	IS : 3950	Specification for surface boxes for sluice valves.
75	IS : 5312 (Part 1)	Specification for swing check type reflux (non return) valves: part Multi door pattern.
76	IS : 5312 (Part 2)	Specification for swing check type reflux (non return) valves: part Multi door pattern.
77	IS : 12992 (Part 1)	Safety relief valves, spring loaded : Design
Sanitary Fittings		
78	IS : 13095	Butterfly valves for general purposes
79	IS : 771 (Part 1 to 3)	Specification for glazed fire clay sanitary appliances.
80	IS : 774	Specification for flushing cistern for water closets and mina's (other than plastic cistern)
81	IS : 775	Specification for cast iron brackets and supports for wash basins and sinks
82	IS: 781	Specification for cast copper alloy screw down bib taps and stop valves for water services.
83	IS : 1700	Specification for drinking fountains.
84	IS : 2548 (Part 2)	Specification for plastic seats and covers for water closets: Part-1 thermoset seats and covers.
85	IS : 2556 (Part 1)	Specification for vitreous sanitary appliances (Vitreous china):part 1 general requirement.
86	IS: 2556 (Part 2)	Specification for vitreous sanitary appliances (vitreous china) part 2 specific requirements of wash down water closets.
87	IS: 2556 (Part 3)	Specification for vitreous sanitary appliances (vitreous china) part 3 specific requirements of squatting pans.
88	IS: 2556 (Part 4)	Specification for vitreous sanitary appliances (vitreous china) part 4 specific requirements of wash basins.
89	IS: 2556 (Part 6 sec 2))	Specification for vitreous sanitary appliances (vitreous china) part 6 specific requirements of urinals, section 2 half stall urinals.
90	IS: 2556 (Part 6 sec 4)	Specification for vitreous sanitary appliances (vitreous china) part 6 specific requirements of urinals, section 4 partition slabs.
91	IS: 2556 (Part 6 sec 5)	Specification for vitreous sanitary appliances (vitreous china) part 6 specific requirements of urinals, section 5 waste fittings.

SN	Standard Number	Title
92	IS:2556(part 6 Sec 6)	Specification for vitreous sanitary appliances (vitreous china) part 6 specific requirements of urinals, section 6 water spreaders for half stall urinals.
93	IS:2557 (part 7)	Specification for vitreous sanitary appliances (vitreous china) part 7 specific requirements of half round channels.
94	IS 2556 (Part 8)	Specification for vitreous sanitary appliances (vitreous china): Part 8 Specific requirements of siphoning wash down water closets.
95	IS : 2556 (Part 11)	Specification for vitreous sanitary appliances (vitreous china): Part 11 Specific requirements for shower rose.
96	IS : 2556 (Part 12)	Specification for vitreous sanitary appliances (vitreous china): Part 12 Specific requirements of floor traps.
97	IS : 2556 (Part 15)	Specification for vitreous sanitary appliances (vitreous china): Part 15 Specific requirements of universal water closets.
98	IS:2692	Specification for ferrule for water services
99	IS : 2717	Glossary of terms relating to vitreous enamelware and ceramic metal systems
100	IS : 2963	Specifications for waste plug and its accessories for sinks and wash basins.
101	IS : 3311	Specifications for waste plug and its accessories for sinks and wash basins.
102	IS : 5961	Specification for cast iron gratings for drainage purposes.
103	IS : 6249	Specification for gel-coated glass fibre reinforced polyester resin bath tubs.
104	IS : 6411	Specification for gel-coated glass fibre reinforced polyester resin bath tubes.
105	IS : 8931	Specification for copper alloy fancy single taps, combination tap assembly and stop valves for water services.
106	IS : 9758	Specification for flush valves and fitting for water closets and urinals.
Pumps & Vessels		
107	IS: 1520	Specification for horizontal centrifugal pumps for clear cold fresh water.
108	IS : 2002	Steel plates for pressure vessels for intermediate and high temperature service including boilers
109	IS : 2825	Code for unfired pressure vessels.
110	IS : 4648 (Part 1)	Code of practice for lining of vessels and equipment for chemical processes v Part 1 : Rubber lining
111	IS : 5600	Specification for sewage and drainage pumps
112	IS : 8034	Specification for submersible pump sets for clear, cold, fresh water
113	IS : 8418	Specification for horizontal centrifugal self-priming pumps.
114	IS : 374	Ceiling fans and regulators (3rd revision)
115	IS : 694	PVC insulated Electric cable for working voltage upto and including 1100 volts.

SN	Standard Number	Title
116	IS : 732	Code of practice for electrical wiring and installation
117	IS : 1255	Code of Practice for installation and Maintenance of Power Cables upto and including 33 KV rating (Second Revision).
118	IS : 1258	Bayonet tamper holders (Third revision)
119	IS : 1293	Three pin plugs and sockets outlets rated voltage upto and including 250 volts and rated current upto and including 160 amps.
120	IS : 1554 (Part - I)	PVC insulated (Heavy Duty) electric cables for working voltages upto and including 1100 volts.
121	IS : 1646	Electrical installation fire safety of buildings (general) Code of practice.
122	IS : 1885	Glossary of items for electrical cables and conductors
123	IS : 1913	General and safety requirements for fluorescent lamps luminaries Tubular
124	IS : 2071	Methods of high voltage testing
125	IS : 2309	Protection of building and allied structures against lightning
126	IS : 2551-	Danger notice plate.
127	IS : 3043	Code of practice for earthing.
128	IS : 3427	AC Metal enclosed switch gear and control gear for rated voltages above 1 KV and up to and including 52 KV.
129	IS : 3480	Flexible steel conduits for electrical wiring.
130	IS : 3837	Accessories for rigid steel conduit for electrical wiring.
131	IS : 4146	Application guide for voltage transformers
132	IS : 4615	Switch socket outlets.
133	IS : 5133 (Part -I)	Boxes for the enclosure of electrical accessories.
134	IS : 5216 (Part-1)	Guide for safety procedures and practices in electrical work.
135	IS : 5424	Rubber mats for electrical purposes.
136	IS : 5578 & 11353	Marking and arrangement of bus bar
137	IS : 7098 - (Part - II)	Cross linked polyethylene insulated PVC sheathed cables. Voltages from 3.3 KV up to and including 33 KV
138	IS : 8130	Conductors for insulated electric cables and flexible cords
139	IS : 8623 - (Part -D)	Factory built assemblies of switchgear and control gear for voltages up to and including 1000 V AC and 1200 V D C.
140	IS : 8828	Miniature Circuit Breakers
141	IS : 9537	Rigid Steel Conduits for electrical wiring (Second Revisions)
142	IS : 10810	Methods of test for cables.
143	IS : 12640	Earth Leakage Circuit Breakers
144	IS : 13947	Degree of protection provided by enclosures for LV switchgear and control gear.
145	IS : 13947	General requirement for switchgear and control gear for voltage not exceeding 1000 Volts.
146	IS : 15652	Insulating mats for electrical purposes.

SN	Standard Number	Title
147	IS : 1651 & 1652	Stationary cells and batteries lead acid type.
148	IS : 2551-1982	Danger notice plate.
149	IS : 3043 - 1987	Code of practice for earthing.
150	IS : 4146 - 1983	Application guide for voltage transformers
151	1S : 5216 1982 (Part- I)	Guide for safety procedures and practices in electrical work.
152	IS 5:1994	Colours for ready mixed paint and enamels
153	IS 2705 (Part-1) : 1992 (second revision)	Current transformers - Specification General requirements
154	IS 2705 (Part-2) : 1992 (Second Revision)	Current transformers – Specification Measuring Current Transformers
155	IS 2705 (Part-3) : (Second revision)	Current transformers – Specification Protective Current Transformers
156	IS:2705 (part 4) Second revision 1992	Current transformers – Specification Protective Current Transformers for Special Purpose Applications
157	IS 3043 :1987	Code of practice for earthing
158	IE Rules, with amendments upto 1995 :1956	Indian Electricity Rules
159	IS : 2071 - 1974 - 76	Methods of high voltage testing
160	IS : 3427 :1997 IEC:60298,60 694	AC Metal enclosed switchgear and control gear for rated voltage above 1kv and upto and including 52kv.
161	IS : 12729 :1998	General requirement for switchgear and control gear for voltage exceeding 1000V
162	IS : 13118 :1991	Specification for high voltage alternating current circuit breaker
163	IS: 5578 & 11353- 1985	Marking and arrangement of bus bars
164	IS: 3156	Potential transformer
165	IS: 9385	HV HRC Control Fuse
166	IS: 1248	For measuring instruments
167	IS : 2026 - 1977 to 81 (Part I to IV)	Power Transformers

SN	Standard Number	Title
168	IS : 2551-1982	Danger notice plate.
169	IS : 3043 — 1987	Code of practice for earthing.
170	IS : 4146 — 1983	Application guide for voltage transformers
171	IS : 5216 — 1982 (Part-I)	Guide for safety procedures and practices in electrical work.
172	IS 5:1994	Colours for ready mixed paint and enamels
173	IS 2705 (Part- 1) : 1992 (Second Revision)	Current transformers - Specification General requirements
174	IS 2705 (Part- 2) 1992 (Second Revision)	Current transformers – Specification Measuring Current Transformers
175	IS 2705 (Part- 3) : (Second Revision) 1992	Current transformers – Specification Protective Current Transformers
176	IS 2705 (Part- 4) : (Second Revision)1992	Current transformers – Specification Protective Current Transformers for Special Purpose Applications
177	IS 3043 :1987	Code of practice for earthing
178	IE Rules, with amendments upto 1995 :1956	Indian Electricity Rules
179	1EC 44 -1 :1996	Instrument Transformer -P1 : Current Transformer
181	IS:10561 :1977	Power Transformers: General
182	IS 4146: 1983	Application guide for voltage transformers
183	1S:8478: 1978	Application guide for on-load tap changers
184	IS:10028 Part- 1: 1985	Code of practice for selection, installation and Maintenance of power transformers: Selection
185	IS:10028 P art-2 : 1981	Code of practice for selection, installation and Maintenance of power transformers: Installation
186	IS:3639 : 1966	Fittings and accessories for power transformers
187	IS:4201: 1983	Application guide for current transformers
188	IS:4257 PartI : 1981	Dimensions for clamping arrangement for bushings 12kV to 36Kv
189	IS:8603 Parts Ito3 : 1977	Dimensions of porcelain transformer bushings for use in heavily polluted atmosphere

SN	Standard Number	Title
190	IS: 554-1985 (Reaffirmed 1996)	Dimensions for pipe threads where pressure tight joints are required on the threads
191	IS: 665 – 1963 (Reaffirmed 1991)	Metal air ducts
192	IS: 659 - 1964	Air conditioning (Safety code)
193	IS: 660 - 1963	Mechanical Refrigeration (Safety code)
194	IS: 694 – 1990 (Reaffirmed 1994)	PVC insulated (HD) electric cables for working voltage upto and including 1100 volts
195	IS: 732-1989	Code of Practice for electrical wiring
196	IS: 780-1984	Sluice valves for water works purposes
197	IS: 822-1970 (Reaffirmed 1991)	Code of procedure for inspection of welds
198	IS: 1239 (Part-I) 1990	Mils steel tube
199	IS: 1239 (Part-II) 1992	Mild steel tubulars and other wrought steel pipe fittings
200	IS: 1255 - 1983	Code of practice for installation and Maintenance of Power Cables upto and including 33 KV rating (Second Revision)
201	IS: 1554 - 1988	PVC insulated (Heavy Duty) electric cables (part-I) for working voltages upto and including 1100 volts
202	IS: 1897 – 1983	Copper bus bar
203	IS: 2379 – 1990	Colour code for the identification of pipelines
204	IS: 2551 – 1982	Danger notice plate
205	IS: 3043 – 1987	Code of practice for earthing
206	IS: 3103 – 1975	Code of practice for Industrial Ventilation
207	IS: 3837 – 1976	Accessories for rigid steel conduit for electrical wiring
208	IS: 4736 – 1986	Hot-dip zinc coating on steel tubes
209	IS: 4894 – 1987	Centrifugal Fan
210	IS: 5133 – 1969	Boxes for the enclosure of electrical accessories
211	IS: 5216 – 1982 (Part-I)	Guide for safety procedure and practices in electrical work

SN	Standard Number	Title
212	IS: 5312 (Part-II) 1984 (Reaffirmed 1990)	Swing – check type reflux Non-return valves for water works
213	IS: 5421 – 1969	Rubber mats for electrical purposes
214	IS: 5578& 11353– 1985	Marking and arrangement of bus bars
215	IS: 6392 – 1971 Reaffirmed 1988)	Steel pipe flanges
216	IS: 8623 – 1977 (Part-I)	Factory bill assemblies of switchgear and control gear for voltages upto an including 1000 VAC and 1200 VDC
217	IS: 8623 – 1980 (Part-II)	Bus Bar trunking system
218	IS: 8828 – 1996 IEC 898 - 1995	Miniature Circuit Breakers
219	IS: 9537 – 1981	Rigid steel conduits for electrical wiring (Second Revisions)
220	IS: 10810 – 1988	Methods of test for cables
221	IS:13947(Part -II)–1993	Air circuit breakers
222	IS:13947IEC 947 – 2–1989	Molded case circuit breakers
223	IS: 13947 – 1993	Degree of protection provided by enclosures for LV switchgear and control gear
224	IS: 13947 – 1993	General requirement for switchgear and control gear for voltage not exceeding 1000 volts
225	ASHREA	American society of Heating Refrigeration & Air-conditioning books HVAC Systems and Equipment 2008 HVAC Application 2007 Refrigeration 2006 Fundamental 2005 Indoor air quality 90.1.2007
226	IEC	Relevant Sections
227	ASME, Section VIII	Boiler and Pressure Vessel Code
National Fire Protection Association (NFPA) – USA		
228	No. 70 – 90 or 70 -93	National Electric Code
229	No. 72 – 1993	National Fire Alarm Code
230	No. 101 – 91	Life Safety Code
231	No. 90A	Practice for Smoke Control System

SN	Standard Number	Title
232	No. 76	Telecommunication Facilities
233	No. 318	Clear Room Applications
Underwriters Laboratories Inc. (UL) – USA		
234	UL 50	Cabinets & Boxes
235	UL 268	Smoke detectors for Fire Protective Signaling Systems
236	UL 864	Control units for Fire Protective Signaling Systems
237	UL 268A	Smoke detectors for Duct Application
238	UL 521	Thermal detectors for Fire Protective Signaling Systems
239	UL 228	Door Closers – holders for Fire Protective Signaling Systems
240	UL 464	Audible signaling appliances
241	UL 38	Manually activated Signaling Boxes
242	UL 346	Water floor indicators for Fire Protective Signaling Systems
243	UL 1481	Power supplied for Fire Protective Signaling Systems
244	UL 1076	Proprietary burglar alarm units & systems
245	UL 1791	Visual notifications appliances

SCHEDULE D: List of Applicable Permits

The Authority will provide all the necessary support to the Concessionaire to obtain clearances* required for the project. An indicative list of clearances required for the project is provided in the table below:

Table 9.1: Indicative List of Clearances

Building Construction Permission	Local Authority
Water & Sewerage Connection	Concerned Authority
Shifting of Services and utilities	State Transport department, Local Authority, PWD
Traffic Management during operation	Traffic Police
Application for PAN, sales tax and other tax registrations etc.	Concerned departments of Government of Delhi and Government of India (GoI)
Electricity connection	Respective Electricity Corporations
Clearance for employing labor-Primary Employer	Labour Commissioner
Employment of migrant labour	Labour Commissioner
Storage of sludge/silt	Central Pollution Control Board
Environmental Clearance	MoEF
License for commercial activities	Concerned Authority
Fire safety equipment	Concerned Authority /Police Department
Drains and Sewers	Concerned Authority, PWD (B&R)
Diesel Generator	Central Pollution Control Board
Working in Night Shifts	Concerned Authority, Police Department
Completion Cum Occupancy Certificate Stage	
Completion certificate from local authority	
Consent to operate from State Pollution Control Board	
NOC from Weight and measurement Department as per Legal Metrology Laws	
NOC from Industry department	
NOC from labour department	

*The above list is indicative and not necessarily completes or accurate. The Concessionaire shall make his / her own assessment of the statutory clearances required and shall be responsible for obtaining all such clearances. The Concessionaire shall at all times, obtain and maintain all Applicable Permits which are required by Applicable Law to undertake the Project. Charges for all permits etc. shall be borne by the Concessionaire.

SCHEDULE E: Format of Bank Guarantee for Performance Security

PROFORMA OF BANK GUARANTEE – I

(To be issued by a Scheduled Bank in India)

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

In favour of PMML hereinafter called “Authority” (which expression shall include its successors and assigns);

WHEREAS

- A. By the Concession Agreement dated ----- entered into between Authority and M/s. ----- Limited, a company incorporated under the Companies Act, 2013 having its registered office at ----- hereinafter called “the **Company**”, (“the **Concession Agreement**”) the Company has been granted the Concession to implement the project envisaging construction, operation and maintenance of Project Facilities at NMML area of Teen Murti Marg.
- B. In terms of the Concession Agreement, the Company is required to furnish to Authority, an unconditional and irrevocable bank guarantee for an amount of Rs. ----- (Rupees ----- only) as performance security for due and punctual performance/discharge of its obligations under the Concession Agreement.
- C. At the request of the Company, the Guarantor has agreed to provide guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Company of its obligations under the Concession Agreement.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalised terms used herein but not defined shall have the meaning assigned to them respectively in the Concession Agreement.
2. The Guarantor hereby guarantees the due and punctual performance by the Company of all its obligations under the Concession Agreement.
3. The Guarantor shall, without demur, pay to Authority sums not exceeding in aggregate Rs. ----- (Rupees ----- only), within five (5) days of receipt of a written demand therefor from Authority stating that the Company has failed to meet its performance obligations under the Concession Agreement during the Construction Period. The Guarantor shall have no obligation to go into the veracity of any demand so made by Authority and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Company or any other Person.
4. In order to give effect to this Guarantee, Authority shall be entitled to treat the

Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Concession Agreement or other documents or by the extension of time for performance granted to the Company or postponement/non-exercise/ delayed exercise of any of its rights by Authority or any indulgence shown by Authority to the Concessionaire and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by Authority or any indulgence shown by Authority provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.

5. This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Guarantor of all its obligations hereunder.
6. This Guarantee shall not be affected by any change in the constitution or winding up of the Company/the Guarantor or any absorption, merger or amalgamation of the Company/the Guarantor with any other Person.
7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____.

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

SIGNED AND DELIVERED by ----- Bank by the hand of

Shri -----

its ----- and authorised official.

SCHEDULE F: Project Completion Schedule

1 Project Completion Schedule

The Concessionaire shall adhere to the following Schedule for each of the Project Milestones (the "Project Completion Schedule").

Table 5.1: Project Milestones

SN	Project Milestone	Timelines (from Compliance Date)	Measure of Achievement of Project Milestone
1	Project Milestone -1	5 months	Canteen and Kitchen
2	Project Milestone -2	6 months	Cafe

Within 15 (fifteen) days of the date of each Project Milestone, the Concessionaire shall notify Authority of such compliance along with necessary particulars thereof.

2 Extension of period

The Scheduled Construction Completion Date may be extended in terms of this Agreement upon written request to the Authority. Upon extension of any or all of the aforesaid Project Milestones or the Scheduled Construction Completion Date, under and in accordance with the provisions of this Agreement, the Construction Period shall be deemed to have been amended accordingly.

SCHEDULE G: Vesting Certificate

1. PMML, having its office at _____, (the "Authority") refers to the Agreement dated _____ (the "**Agreement**") entered into between the Authority and _____ (the "**Concessionaire**") for Development of Cafeteria and Redevelopment of Canteen at PMML (the "**Project**") on design build, finance, operate and transfer ("**DBFOT**") basis.
2. The Authority hereby acknowledges compliance and fulfilment by the Concessionaire of the divestment requirements set forth in Clause 13.5 of the Agreement on the basis that upon issue of this Vesting Certificate, the Authority shall be deemed to have acquired, and all title and interest of the Concessionaire in or about the Project shall be deemed to have vested unto the Authority, free from any encumbrances, charges and liens whatsoever.
3. Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Concessionaire to rectify and remedy any defect or deficiency in any of the divestment requirements and/or relieving the Concessionaire in any manner of the same.

Signed this ___ day of _____, 20__ at [_____].

AGREED, ACCEPTED AND SIGNED

SIGNED, SEALED AND DELIVERED

For and on behalf of
CONCESSIONAIRE by:

For and on behalf of
Authority by

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

(1) _____ (Signature)

(2) _____ (Signature)

_____ (Name)

_____ (Name)

_____ (Designation)

_____ (Designation)

_____ (Address)

_____ (Address)

SCHEDULE H: Completion Certificate

- 1 I, (Name of the Independent Engineer/ Authority Engineer), under and in accordance with the Concession Agreement dated (the “**Agreement**”), for Development of Café and Canteen at PMML, Teen Murti Marg executed (the “**Project**”) on design, build, finance, operate and transfer (DBFOT) basis, through (Name of Concessionaire), hereby certify that the Tests specified the Agreement have been successfully undertaken to determine compliance of the Project with the provisions of the Agreement, and I am satisfied that the Project can be safely and reliably placed in commercial service of the Users thereof.
- 2 It is certified that, in terms of the aforesaid Agreement, all works forming part of Project have been completed, and the Project is hereby declared fit for entry into commercial operation on this the day of 20.....

SIGNED, SEALED AND DELIVERED For and on
behalf of the ENGINEER by:

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

PROVISIONAL CERTIFICATE

- 1 I, (Name of the Independent Engineer/ Authority Engineer), under and in accordance with the Concession Agreement dated (the “**Agreement**”), for Development of Café and Canteen at PMML, Teen Murti Marg executed (the “**Project**”) on design, build, finance, operate and transfer (DBFOT) basis, through (Name of Concessionaire), hereby certify that the Tests specified the Agreement have been successfully undertaken to determine compliance of the Project with the provisions of the Agreement, and I am satisfied that the Project can be safely and reliably placed in commercial service of the Users thereof.
- 2 Construction Works that were found to be incomplete and/or deficient have been specified in the Punch List appended hereto, and the Concessionaire has agreed and accepted that it shall complete and/or rectify all such works in the time and manner set forth in the Agreement. (Some of the incomplete works have been delayed as a result of reasons attributable to the Authority or due to Force Majeure and the Provisional Certificate cannot be withheld on this account. Though the remaining incomplete works have been delayed as a result of reasons attributable to the Concessionaire, I am satisfied that having regard to the nature and extent of such incomplete works, it would not be prudent to withhold commercial operation of the Project, pending completion thereof.

- 3 In view of the foregoing, I am satisfied that the Project can be safely and reliably placed in commercial service of the Users thereof, and in terms of the Agreement, the Project is hereby provisionally declared fit for entry into commercial operation on this the day of 20.....

ACCEPTED, SIGNED, SEALED AND DELIVERED For and on behalf of CONCESSIONAIRE by: (Signature) (Name and Designation) (Address)	ACCEPTED, SIGNED, SEALED AND DELIVERED For and on behalf of ENGINEER by: (Signature) (Name and Designation) (Address)
--	--

SCHEDULE I: Construction, Revenue, Maintenance and Handback Requirements

1.1. Construction Progress Report

This report would be prepared on a monthly basis during the construction of the facility. It shall include:

- (a) Inspection Reports relating to construction and functioning of the Project Facility during the construction period.
- (b) Construction Progress Works
- (c) Quality Assurance and Adherence to material specifications related reports

These reports shall be submitted to the PMML within 7 days of the completion of each calendar month.

1.2. Revenue Reports

During the construction phase, the Concessionaire shall submit the revenue related data to Authority for calculation of revenue share. The report shall be submitted for every financial quarter. The report shall be submitted within 30 days of completion of such quarter. The report shall be duly audited by Chartered Accountant. The Chartered Accountant shall be selected based on written approval of the Authority out of the list of atleast 5 names submitted by the Concessionaire.

1.3. Operations Management

1.3.1. General

During the maintenance period, the Concessionaire shall undertake the prescribed operations and shall maintain the Project Facilities in accordance with the Concession Agreement. The following goals shall be include in the operation and maintenance strategy for the Project Facilities by the Concessionaire:

- (a) Perform maintenance on routine and periodic basis.
- (b) Provide and operate functional facilities that (i) meet the Project requirements; (ii) have an environmentally acceptable atmosphere for users of the facility; (iii) ensure the safety of staff and the passengers.
- (c) Identify potential problems early within the context of the planned maintenance system so that corrective action may be planned and completed in a timely manner.
- (d) Establish a maintenance list for planned operation of utilities and maintenance thereof. Follow an orderly program so that maximum operational efficiency is

- enhanced.
- (e) Conserve energy and resources by ensuring maximum operating efficiency of energy-consuming equipment and systems.
 - (f) The users of the Project are to be provided well-maintained facilities and adequate information.
 - (g) Identify and implement possible improvements that will result in more efficient operation.
 - (h) Establish data collection systems to develop:
 - (i) uniform reporting formats
 - (ii) use of electronic data processing
 - (iii) supervisory and management control reports
 - (iv) seamless transfer of information between departments through communications and manuals.
 - (i) Institute systems for reporting historical data and operating statistics

1.3.2. Maintenance Works

The Concessionaire shall perform routine and periodic maintenance activities for Project Facilities viz, civil, mechanical and electrical works and equipment, furniture and fixtures for meeting the laid performance standards. For the carried out maintenance works during the maintenance period the Concessionaire shall submit reports as described in subsequent sub-sections. The Concessionaire shall utilize as far as possible mechanized equipment and methods to perform these obligations. The Concessionaire shall use all possible and updated technology in sanitation, solid waste management and disposal and rainwater harvesting for better upkeep and maintaining the best hygienic conditions in the Project.

The various Facilities that are to be maintained by the Concessionaire towards fulfilment of its obligations set out in the Concession Agreement include the Project Facilities specified in Schedule B.

1.3.3. Maintenance of Project Facilities, Offices, Cabins and Other Structures

The maintenance of the Project Facilities, offices, cabins and other structures in the Project serving as passenger and administrative facilities require routine and periodic maintenance. Timely intervention is to be done to maintain the structural adequacy and the aesthetics of the structural elements. During the periodic maintenance, activities like painting shall be done to the walls, roofs, columns and other elements along with joinery, doors, windows, ventilators and other wooden furniture or carpentry works. Building services like water supply, electric supply, sanitation, ventilation shall function normally at all times.

SN	Item	Service Quality Criteria	Time allowed for repairs or Tolerance permitted
1	Building Exterior and Interior	There should be no cracks, paint wearing, scaling of plaster,	Timely intervention within two days of detection of any

SN	Item	Service Quality Criteria	Time allowed for repairs or Tolerance permitted
		deflection of any structural elements like walls, roofs, columns etc. Maximum tolerance of 5 % per 1000 sq.m. area.	defects and permanent restoration within fifteen days to maintain structural adequacy and façade beauty.
2	Housekeeping	There should be no accumulation of dust on the floors, furniture, racks, cupboards etc of the offices, cabins and other rooms.	The floors in all the offices, cabins shall be cleaned/wiped daily. Furniture, doors and windows, racks, cupboards shall be dusted daily.
3	Electricity gadgets like bulbs / lamp shades / wiring etc.	Operational at all times	Temporary measures within 8 hours, permanent restoration within 7 days, depending on nature and intensity of work required as decided by PMML/ Authority
4	Utilities like water supply / tap / tap connections / pipe / tanks & overflow / glasses / window panes / all other building furniture	Operational at all times	Timely intervention with Temporary measures within 8 hours, permanent restoration within 7 days, depending on nature and intensity of work required as decided by PMML/ Authority
5	Ventilation	The natural ventilation and air circulation shall not be blocked. The artificial ventilation installations like exhausts, fans, blowers shall function properly.	The ventilators, sky-lites, exhausts, fans, blowers etc shall be cleaned after every two days. Any damage shall be repaired and rectified within seven days.
6	Power Supply, Electrical Installations, Electrical Equipment	Power supply shall be for 24 hours. Standby power arrangements by use of Diesel Generator sets. The electrical systems and arrangements shall be maintained as per the instructions of the installation, operation and maintenance manual of the particular system. Routine maintenance for earthing systems and meters indicating overloading of electrical installations. No loose, open, un-insulated wiring in these areas. Switch Boards, Electric meters are enclosed in boxes and access to authorized persons only.	Timely intervention with Temporary measures within 6 hours, permanent restoration within seven days, depending on nature and intensity of work required as decided by PMML/ Authority. Standby power supply by DG sets shall be ready to be operated and should be available 24 hours

SN	Item	Service Quality Criteria	Time allowed for repairs or Tolerance permitted
7	Project Lighting	Operational at all times	Temporary measures within 8 hours and permanent restoration within 7 days of detection.
8	Water Supply, Plumbing Installations	Water Supply shall be for 24 hours. The water shall be disinfected by usage of approved chemicals and should be as per CPHEEO guidelines or Municipal Corporation drinking water standards. The water conveyance network, plumbing appurtenances, pumps and related components shall be checked periodically. If any leakage, corrosion, damages etc is found, it should be replaced. Hydraulic test shall be carried out to detect any leakage in the pipes prior to regular functioning of pipes. All the pipes and fittings shall be painted with anti-corrosive paint to avoid corrosion in future. All the pipes shall be repainted every 3 years.	Timely intervention with Temporary measures within 8 hours, permanent restoration within seven days, depending on nature and intensity of work required as decided by the PMML/ Authority.
9	Internal Drainage	All internal drainage pipes and fittings shall be of cast iron and shall comply with standard specifications. All the pipes and joints shall be checked periodically to detect any leakage and if found, the same shall be repaired as per the relevant IS standard and R&B Specification. All the pipes shall be repainted every 3 years.	Any blockage, silting in these installations shall be rectified within two days of detection. Any damage to sewer system shall be rectified within seven days of detection.
10	Sanitary Installations	All the sanitary vessels shall be of approved Indian make and shall comply with standard specifications. Sanitary vessels are of different materials like GI, copper, stainless steel, etc. All the vessels shall be checked periodically and if found any disturbance like leakage, operational defect it shall be repaired as per the relevant IS standard and R&B Specification.	
11	Fire Fighting	Operational at all times	Any damage to firefighting

SN	Item	Service Quality Criteria	Time allowed for repairs or Tolerance permitted
	Equipment		equipment installed in the Project Facility and the parking area shall be attended within two days
12	Item	Service Quality Criteria	Time allowed for repairs or Tolerance permitted shall be rectified within 2 days of detection. Fire extinguishers shall be replaced before the end of its expiry date. The water tank meant for firefighting purpose shall remain flooded with water to its capacity at all the times.
13	Water Tank	Functional and clean at all times	Water tank shall be cleaned and disinfected every two months (by usage of approved chemicals) to ensure that no inorganic sedimentation takes place.
14	Solid Waste Management System	Operational at all times	Temporary measures within 2 days, and permanent restoration within 7 days of detection

1.3.4. Maintenance of Landscaped Area

The operator should maintain the landscaped area by ensuring that greenery is maintained owing to proper growth of plants and shrubs. Sprinkler system and drip irrigation can be provided for saving water.

Maintenance of Landscaped Area

SN	Item of work	Nos./Qty./Frequency Required
(i)	Pruning & trimming of shrubs/ creepers etc.	Quarter Yearly / need based if they cause hindrances in sight distance, visibility and movement of passenger and vehicular traffic.
(iii)	Any other item (Horticulture, Civil, Elect, U/F water supply) required for proper maintenance	On need basis / max 7 days of detection
(iv)	Irrigation	Daily in summer season and twice a week during winter and need based
(v)	(i) Manuring (ii) Fertilization	a) shrubs/grounds covers –monthly b) Grass -once every three months.
(vi)	Cultivation & Weeding	Monthly or earlier as per the requirement.
(vii)	Seasonal Flowers	Wherever feasible
(viii)	Repair & replacement of plants, levelling etc.	As and when required

1.3.5. Complaint Register

The Concessionaire shall see that complaint register is available in the Public Relation Office at all times. The concessionaire shall hand over the register to Authority / Maintenance Board when asked for.

1.4. Handing Over Report

The Handing over Report is the final report to be submitted by the Concessionaire to Authority after completion of the Operation and Maintenance period. The report shall contain the summary of method of operations and maintenance; supervision performed, as built drawings if any, problems encountered and solutions undertaken during the Concession Period. It shall contain an updated assets register incorporating the condition and repair works undertaken for each of the assets.

SCHEDULE J: Safety Requirements

1 Guiding Principles

- 1.1 Safety Requirements aim at reduction in injuries, loss of life and damage to property resulting from accidents at the Project Facilities, irrespective of the person(s) at fault.
- 1.2 Users of the Project could be students, elderly, women etc.. Vulnerable Users would need to be identified and appropriately dealt with, with empathy and thoughtfulness.

2 Obligations of the Concessionaire

The Concessionaire shall abide by the following insofar as they relate to safety of the Users:

- (a) Applicable Laws and Applicable Permits;
- (b) provisions of this Agreement; and
- (c) Good Industry Practice.

3 Safety measures during Construction Period

The Concessionaire shall make adequate arrangements during the Construction Period for the safety of workers and Users for safety in construction zones, and notify the Authority about such arrangements.

4 Safety measures during Operation Period

- 4.1 The Concessionaire shall develop, implement and administer a surveillance and safety programme for Users, including correction of safety violations and deficiencies and all other actions necessary to provide a safe environment in accordance with this Agreement.
- 4.2 Once in every Accounting Year, a safety audit shall be carried out by the Concessionaire and submit the report to the Authority and undertake relevant mitigation measures to ensure that such accidents, if any do not recur.

SCHEDULE K: List of Banned Activities

The Project Site cannot be used for any activity listed this Schedule. Authority reserves the right to take all appropriate actions (if required) against the Concessionaire to ensure that there is no violation of the same.

- (a) Any product / Service the sale of which is unlawful /illegal or deemed unlawful under any Indian Act or legislation.
- (b) Storage and sale of any product which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals etc.
- (c) Storage and Sale of liquor and alcohol-based drinks or beverages.
- (d) Sale of tobacco and tobacco products.
- (e) Any office of political establishments
- (f) Any religious activities

SCHEDULE L: Fee Related To Project Facilities: Canteen

The Fee Notification released by the Competent Authority would allow the Concessionaire to charge the user charges for the specific facilities to be provided in the Canteen Facility as set out below:

S. No	Food Item	Price (in Rs.)
1.	Tea/ Coffee	15
2.	Samosa (1 pc)	12
3.	Moong Dal Kachori (2 pcs)	30
4.	Sandwich (Veg/ Non-Veg)	40/70
5.	Gulab Jamun (2 pcs)	30
6.	Thali (Veg/ Non-Veg)	70/100
7.	Omelette with 2 Bread slices	45

Table 8.1: Fee for Various Activities

The years, in the above table, are to be counted from the COD.

*Escalation in rates in subsequent years shall be done as per CPI index.

SCHEDULE M: Liquidated Damages

Amount of Liquidated Damages:

Amount of Liquidated damages for non-performance	Rs. 10,000.00 per event of default as identified by the Authority subject to a maximum Rupees. Ten Lakhs per annum. In subsequent years this will be Rs. 10,000.00 plus interest linked to WPI for inflation.
--	---

Occurrences for Invoking Liquidated Damages

1. Construction Related

Non – Conformance to Technical Specifications and Standards as defined in Schedule B.

2. Operation and Maintenance

- (a) Deviation from Minimum Operation & Maintenance Requirements and Performance Standards as defined in Schedule I.
- (b) Non adherence to the O&M Manual
- (c) Non-Compliance with the provisions of the Concession Agreement

SCHEDULE N: Copies of Relevant Documents related to Bidding Process

Project Information Memorandum

October 2024

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1. Introduction

1.1 Prime Ministers Museum and Library (PMML) – Brief Profile

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.

It is a significant repository of India's political history and remains a key institution in preserving and disseminating knowledge about the country's early post-independence period. Some key features of PMML include:

1. **Museum:** The PMML houses a museum that showcases a rich collection of artifacts, photographs, personal belongings, and memorabilia related to Prime Ministers. It provides valuable insights into his life, political journey, and contributions to India's freedom struggle and nation-building.
2. **Planetarium:** PMML boasts of a planetarium which is a centre of attraction for students and public at large.
3. **Library:** PMML boasts a renowned library with an extensive collection of books, manuscripts, periodicals, and documents focused on modern Indian history, politics, and governance. It serves as a vital resource for researchers, scholars, and students interested in studying various aspects of India's political evolution.
4. **Archives:** The institution maintains an archive that preserves and safeguards historical documents, letters, speeches, and other important materials related Independence movement and post-independence era. These archives serve as a valuable repository for primary sources of research.
5. **Research Programs:** PMML actively promotes research through its various research programs and initiatives. It organizes seminars, conferences, and fellowships to encourage scholarly exploration of Indian history.
6. **Educational Outreach:** PMML conducts educational programs, workshops, and activities to engage students and young learners, fostering an understanding of India's past and its significance in shaping the nation's present and future.

7. **Digital Initiatives:** PMML has been actively expanding its digital presence, making historical documents and resources accessible online to a wider audience, thereby democratizing access to valuable information.

1.2 Project Objective

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”) mode.

While the decision to develop an open-air Cafeteria at PMML would serve several advantages, some specific ones are listed below:

1. Enhanced Visitor Experience:

An open-air Cafeteria can offer visitors a unique dining experience in a serene and natural setting. It can provide a relaxing space for visitors to unwind after exploring the museum, planetarium and library, enhancing their overall experience.



2. Extended Visit Duration:

Having a Cafeteria on-site can encourage visitors to spend more time at PMML, as they can conveniently have a meal without leaving the premises. This extended visitation can lead to a deeper engagement with the exhibits and resources available at the institution.

3. Increased Revenue Generation:

Profits generated from café can be invested in the maintenance and improvement of PMML's facilities and educational programs.

4. Cultural and Culinary Promotion:

The Cafeteria can be an opportunity to showcase traditional Indian cuisine, reflecting the cultural heritage that PMML seeks to preserve. This aligns with the institution's mission and can contribute to a more holistic cultural experience for visitors.

5. **Social and Networking Space:** An open-air Cafeteria can serve as a gathering space for scholars, researchers, and visitors to engage in discussions, seminars, and networking events related to Indian history, politics, and governance.
6. **Tourism and Local Economy:** The presence of a Cafeteria at PMML can contribute to tourism in the surrounding area, benefiting local businesses and services and boosting the overall economy.

This report sets out the details of the present facilities, develops a potential concept for the project and estimates potential revenue potential revenue to PMML by way of development of these facilities.

2. Present Structures:

2.1 Canteen

Canteen facilities are generally available to any user / visitor to PMML. It is located adjacent to the administrative building and the library. Frequent visitors to the canteen include research scholars of library wing of PMML besides the staff/ employees of PMML.

It must be noted that the structures are fairly delapidated and needs major renovation if not a complete reconstruction.

Typical pictures are presented in the following pages:

	<p>Entrance</p>
	<p>Water Cooler Area</p>



Sitting Area



Sitting Area from Other Direction



Serving Area and Cash Counter



**Internal
Sitting
Area**

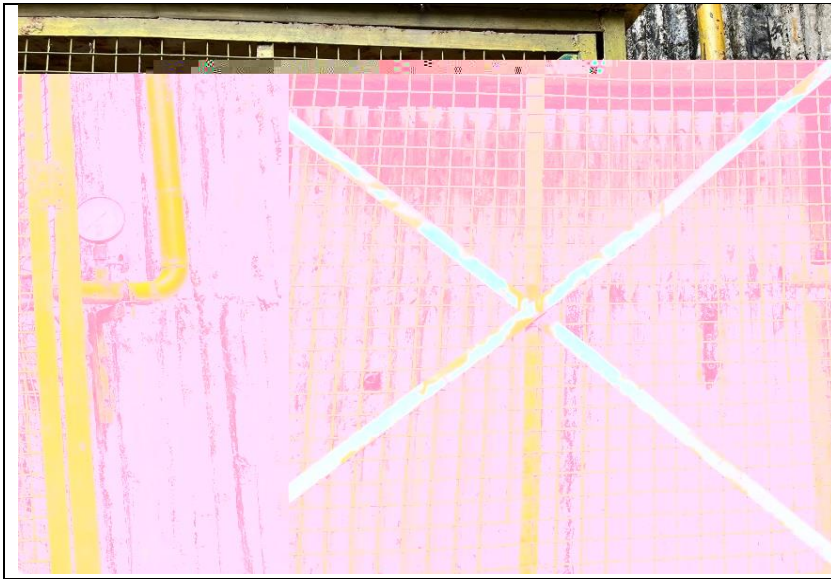


**Internal
Sitting
Area**



**False
Roof of
Sitting
Area**

 A photograph of a kitchen area. It shows a sink on the left, a window above it, and a counter with various items. In the background, there are stacks of bags and a large metal pot on the right.	<p>Kitchen Area</p>
 A photograph of a roof area. The ceiling is severely damaged, with large sections of white plaster missing, revealing the underlying structure. A wooden beam is visible across the top.	<p>Roof Area</p>
 A photograph of a hand wash area. It shows a sink, a mirror, and a bucket on the floor. The walls are peeling and damaged.	<p>Hand Wash Area</p>






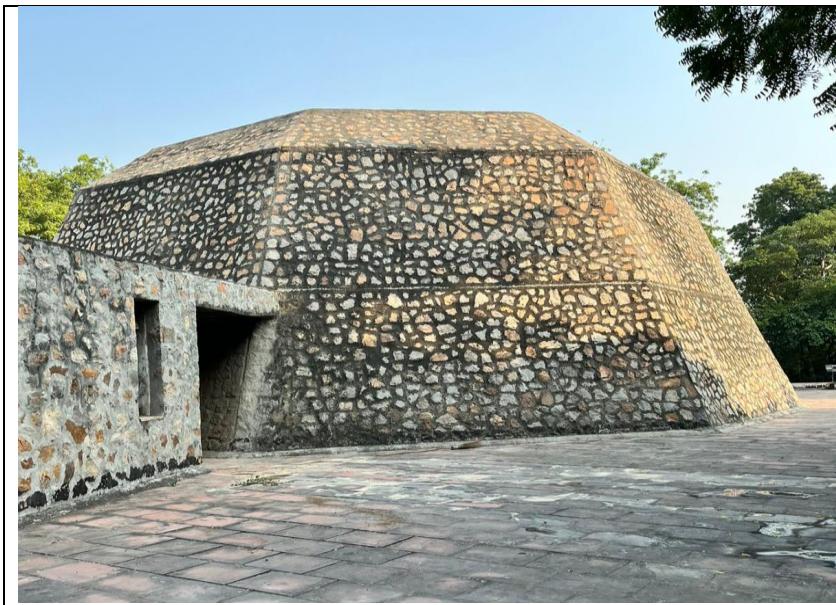
Gas Area



Storage Room

2.2 Cafeteria

 A photograph showing a set of concrete steps leading up between two walls made of rough-hewn stones. A red fire hydrant is visible on the left wall. The area is surrounded by trees and greenery.	<p>Entry Steps Level 1</p>
 A photograph of a wider set of concrete steps with metal railings on both sides. The steps lead up to a building with a textured, reddish-brown facade. The area is landscaped with trees and plants.	<p>Entry Steps Level 2</p>
 A panoramic photograph of a flat, paved roof top area. The surface is made of large, light-colored stone tiles. The area is bordered by low walls and surrounded by tall, weeping willow trees. A small structure is visible in the background.	<p>Panoramic view of Roof Top</p>



Central Dome



Counter Area



Café Service Area



Café Service Area



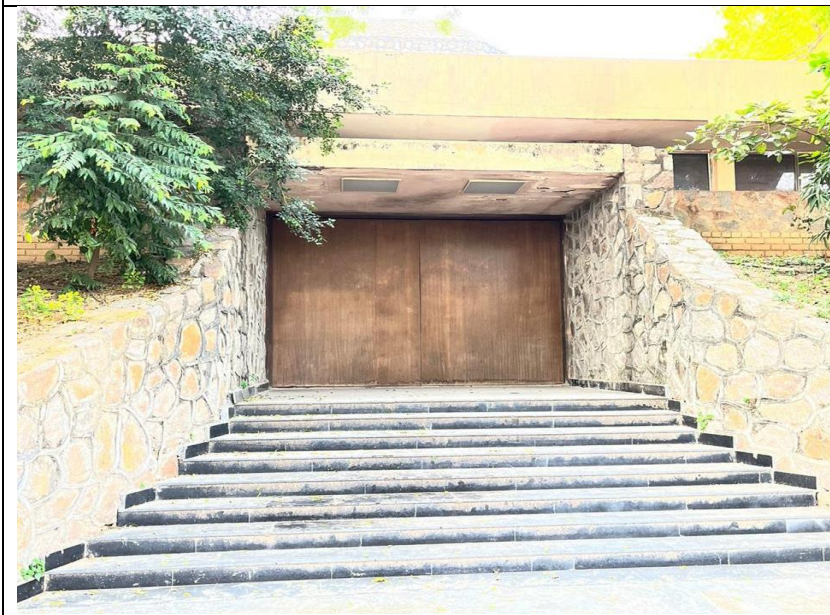
Café Service Area



AC Chilling



Pit Area



Second Entrance to Planetarium

3. Building Condition Overview

3.1 Canteen Condition Overview

3.1.1 Renovation

Canteen structure needs complete renovation of civil structures comprising:

1) Roof water proofing

The primary goal is to ensure the longevity of the building and prevent water infiltration, which could lead to structural damage and compromise food safety. To achieve this, a multi-step process will be undertaken:

- **Assessment:** A thorough inspection of the roof will be conducted to identify existing issues, leaks, and potential weak points.
- **Material Selection:** After careful consideration, a high-quality waterproofing membrane will be chosen, known for its durability and resistance to weather elements.
- **Surface Preparation:** The roof surface would be cleaned, repaired, and properly primed to ensure optimal adhesion of the waterproofing material.
- **Application:** The selected waterproofing material will be applied meticulously, forming a seamless barrier against water penetration.
- **Quality Control:** Regular inspections will be carried out during and after the application to guarantee the effectiveness of the waterproofing.

By addressing roof waterproofing as a priority, the canteen's structural integrity will be safeguarded, contributing to the overall success of the renovation.

2) Renovation of sitting area

The renovation of the canteen's sitting area aimed to create a comfortable and inviting atmosphere for diners. Several steps would be taken to achieve this:

- **Layout Reimagining:** The layout will be redesigned to optimize seating arrangement and accessibility.
- **Lighting Enhancement:** Improved lighting fixtures would be installed to create a warm and well-lit ambiance during all hours of operation.
- **Seating Comfort:** Ergonomic and durable seating options will be selected, catering to various group sizes and preferences.

The result would be a comprehensive modern and inviting space that will encourage public to enjoy their meals in a relaxed environment.

3) Renovation of shed over sitting area

To ensure the comfort of upcoming crowd regardless of weather conditions, the shed over the sitting area should undergo a comprehensive renovation:

- **Roof Improvement:** The roofing material would be upgraded to a weather-resistant material, offering protection from both rain and sun.
- **Structural Reinforcement:** The shed's structure would be reinforced to withstand potential wind and weather impacts, ensuring safety for patrons below.
- **Design Integration:** The shed's design will be seamlessly integrated with the overall aesthetic of the canteen, enhancing its visual appeal.

4) Renovation Service Counter Area

The service counter area will undergo a transformation to improve customer service and satisfaction:

- **Streamlined Ordering Process:** The layout will be restructured to create a logical flow for customers, reducing waiting times and enhancing order accuracy.
- **Visual Appeal:** The service counter's design would be updated to align with the canteen's overall theme, creating an engaging and visually pleasing experience for customers.

These changes will contribute to a more seamless and enjoyable dining experience for patrons.

5) Renovation Hand washing area

The hand washing area would receive upgrades to ensure hygiene standards shall be met:

- **Enhanced Fixtures:** Modern and efficient hand washing fixtures would be installed to encourage proper hygiene practices.
- **Sanitization Stations:** Conveniently located sanitization stations will be incorporated, allowing customers and staff to maintain cleanliness easily.
- **Accessibility Considerations:** The area will be designed to be accessible for all, including those with mobility challenges.

These improvements will underscore the canteen's commitment to health and safety, providing a clean and welcoming environment for all visitors.

6) Hygiene and Safety Considerations:

The development of the kitchen area would prioritize adherence to strict hygiene and safety standards:

- **Food-grade Surfaces:** The kitchen will be outfitted with easy-to-clean, non-porous surfaces to prevent cross-contamination and promote food safety.

- **Sanitization Stations:** Conveniently located hand sanitization stations will be strategically placed to encourage frequent hand hygiene among kitchen staff.
- **Fire Safety Measures:** Fire suppression systems, fire extinguishers, and emergency exits would be integrated to ensure the safety of both staff and the facility.

3.2 Café Condition Overview

The chapters offer a comprehensive view of the transformation and growth of the cafe area. The development aspects involve the creation of entirely new spaces as per the proposed theme.

3.2.1 Development

1) Development of Service Counter Area

The development of the service counter area aims to elevate customer experience and operational efficiency:

- **Streamlined Interaction:** The service counter layout will be redesigned to facilitate smoother customer interactions, minimizing wait times.
- **Aesthetic Upgrade:** The counter's design would be enhanced to align with the cafe's ambiance, creating a cohesive and inviting atmosphere.
- **Technological Integration:** Cutting-edge technology, such as digital menu displays and contactless payment options, would be integrated to enhance convenience for customers.

These enhancements will not only improve the cafe's functionality but also leave a lasting impression on visitors.

2) Development of Stores

The development of the cafe's storage areas will focus on maximizing space utilization and organization:

- **Optimized Layout:** The storage layout will be strategically reconfigured to ensure efficient storage and easy access to supplies.

- **Tailored Solutions:** Custom shelving and organizational solutions would be introduced to accommodate different types of items.
- **Operational Efficiency:** The renovation aims to improve overall operational efficiency by ensuring that staff could easily locate and retrieve necessary supplies.

This strategic development will enhance cafe's daily operations and contributed to a well-organized environment.

3.2.2 New Development

Café structure needs new development of:

- Development of Sitting Area
- Development of Kitchen
- Development of Aesthetic surroundings as per the theme
- Development of Hand washing area

4. Cafeteria Theme- NAKSHATRA

Our captivating cafeteria with a unique Nakshatra theme involves constellations and astronomical items which would magnify visitors' interest in the cafeteria. The following can be incorporated while designing the cafe:

- **Existing Space:** The space needs to be developed into a high-end Cafeteria, preferable into unique theme such as- NAKSHATRA.



- **Proposed Theme of Cafeteria**

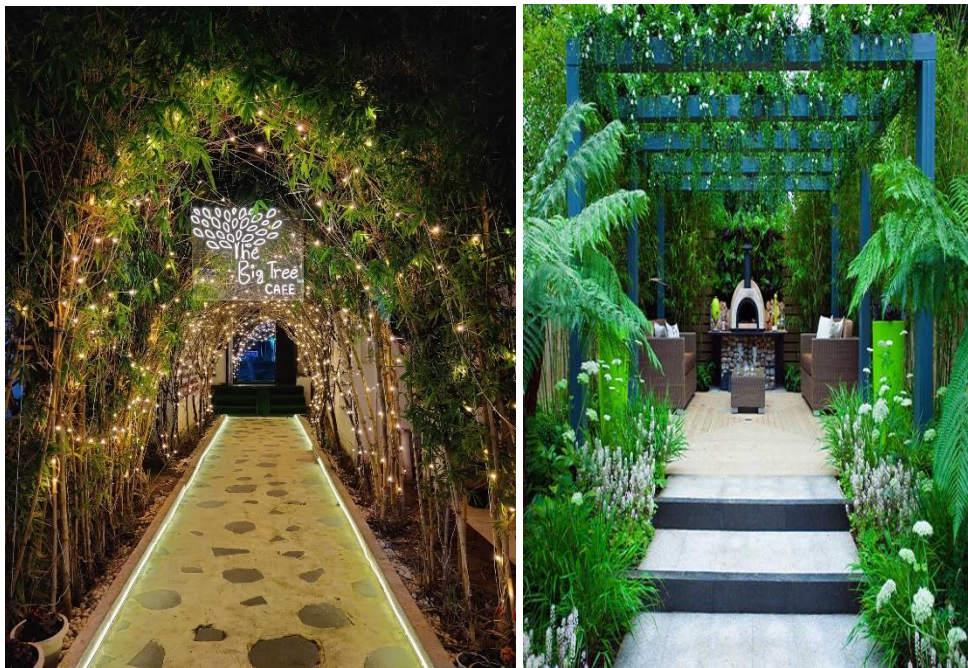


- **Proposed Entrance of Open-Air Café**

A café needs Entrance to give aesthetic feel to design & acting as a point of attraction for upcoming visitors.



Existing Entrance



Proposed Entrance: Green entrance with pergolas or temporary structure using renewable materials

5. Visitors Scenario

Data from the recent months of 2023 and 2024 is being provided to develop better understanding of the visitor potential.

5.1 Planetarium: Visitors Scenario

The data for number of visitors and total sales of Planetarium was obtained from PMML's representatives and certain observations from the data were recorded which portrayed useful insights and the same are showcased below.

S.No.	Ticket Types	Price
1.	Adult 2-D Show	Rs. 100/-
2.	Child (4-12 years) 2-D Show	Rs. 70/-
3.	Adult 3-D Show	Rs. 200/-
4.	Child (4-12 years) 3D Show	Rs. 150/-

5.1.1 Comparison of Number of Visitors in Planetarium

Year	Month	Visitors
2023	October	26472
2023	November	19946
2023	December	28998
2024	January	19264
2024	February	17354
2024	March	26048

It is apparent that an average of around 20,000 visitors have frequently visited the planetarium during the recent months of 2023 and 2024. The graph below depicts the trend in the aforesaid months.

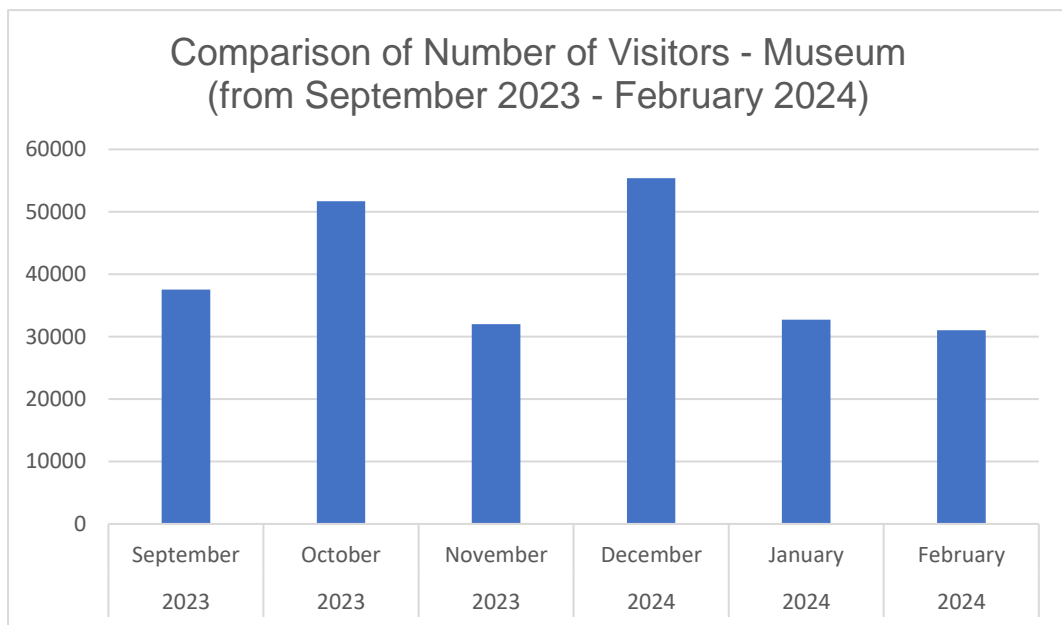


Graph: Comparison of Number of Visitors at Planetarium

5.1.2 Comparison of Number of Visitors in Museum

Year	Month	Visitors
2023	September	37554
2023	October	51696
2023	November	32009
2024	December	55392
2024	January	32700
2024	February	31039

It is apparent that an average of around 35,000 – 40,000 visitors have frequently visited the Museum during the recent months of 2023 and 2024. The graph below depicts the trend in the aforesaid months.



Graph: Comparison of Number of Visitors at Museum

5.2 Library: Visitors Scenario

Relevant data is set out below:

S.No.	Description	Data Range
1	Number of Visitors / faculty/ employees	450 per day

5.3 Conferences / Workshops: Visitors Scenario

Relevant data is set out below:

S.No.	Description	Data Range
Capacity		
1.	Auditorium	296
2.	Seminar Hall	80

5.4 Closest Competitive Market

Central Delhi's Connaught Place market is being considered as the closest market to PMML. The market has a rich variety and large inventory of café and auditoriums. Similarly, a large number of canteen facilities akin to lower end Cafeteria chains is also available for comparison.

Market rates / selling prices of at these facilities has been compiled to identify best use case for the facilities planned to be developed at PMML as part of the project.

6. Broad Concept for Planetarium

The major idea behind the project is discussed as follows:

1. Development needs to be a Semi-permanent construction as any permanent construction is not to be undertaken.
2. The development should enhance the green cover of the area.
3. The theme of the project needs to sync with the developments in the nearby area.
4. The café cannot undertake major cooking operations by way of use of open flame-based cooking due to hazard of important planetarium building and structure.
5. Only electric “cooking” primarily heating or cooling may be possible in the Open-Air Cafeteria

6.1 Specific Issues Pertaining to the Development of Café

Based on discussion with PMML team, following issues were identified and are set out as part of the development of the concept for the Café.

1. **Co-branding:** Café would be allowed to undertake cobranding exercise with other events.
2. **Online Booking / Combined Admission:** It would be possible to make a combined booking for the café along with the tickets for planetarium
3. **Parking Time:** Parking space will be available to visitors to café alone also.
4. **Special Needs (Disabled friendly):** At present, it would be difficult for people to reach the café who do may not have enough mobility, hence arrangements could be considered to enable this facility.
5. **Liquor:** Liquor will not be allowed to be served.
6. **Meat:** Besides vegetarian food articles, non-vegetarian food can also be allowed to be served subject to allowance from PMML.
7. **Price Independence:** The café operator will be allowed to set price of eatables subject to statutory rules and regulations set by PMML.
8. **Theme Change / Pre-approval of concept before bidding:** The theme of the café shall be decided at the stage of evaluation of proposals.

9. **Development Responsibility:** PMML will not be responsible for undertaking any civil, eletro-mechanical, horticulture work at the café.
10. **Approvals:** PMML shall provide all relevant approvals for the development work. However, additional approvals would need to be obtained by the operator, where PMML shall provide relevant support/ recommendation/ approval letters.
11. **Souvenir Sales:** Sale of souvenir cab be allowed at the café subject to approval from PMML.
12. **Branding:** Branding shall be allowed as Café Nakshatra, a name chosen by PMML, however, a brand would be allowed to add its name to the Nakshatra name for the purpose of marketing/ advertising etc.
13. **Waste Disposal / Safety / Security / Fire / IT:** There are no additional safety or other issues requirements which may need to be followed by the café operator, except those required to be undertaken either under statutory law or general good industry practices.