

**MODERNISATION, OPERATION & MANAGEMENT
OF PARKING AT AIIMS UNDER PUBLIC PRIVATE PARTNERSHIP (PPP)**

**All India Institute of Medical Sciences,
Ansari Nagar, New Delhi – 110029, INDIA**

**REQUEST FOR PROPOSAL
(RFP) DOCUMENT**

**VOLUME – I
INFORMATION AND INSTRUCTIONS TO BIDDERS
OCTOBER - 2011**

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DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of the **All India Institute of Medical Sciences**, New Delhi (hereinafter “**AIIMS/Authority**”) or any of their employees or advisors, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical and financial offers by way of two envelope submissions pursuant to this RFP (the “**Bid/Proposal**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by AIIMS in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

AIIMS, its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage. AIIMS also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

AIIMS may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that AIIMS is bound to select the Bidder or to appoint the Selected Bidder or Developer,

as the case may be, for the Project and AIIMS reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

Nothing in this RFP shall constitute the basis of a contract which may be concluded in relation to the Project nor shall such documentation/information be used in construing any such contract. Each Bidder must rely on the terms and conditions contained in any contract, when, and if, finally executed, subject to such limitations and restrictions which may be specified in such contract.

The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee of Authority or to any other person in a position to influence the decision of the Authority for showing any favour in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as the Authority may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.

Laws of the Republic of India are applicable to this RFP.

Each Bidder's acceptance of delivery of this RFP constitutes its agreement to, and acceptance of, the terms set forth in this Disclaimer. By acceptance of this RFP, the recipient agrees that this RFP and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereof

I. INTRODUCTION

1. Background

- 1.1. **All India Institute of Medical Sciences**, New Delhi, an autonomous institution established through an Act of Parliament, to serve as a nucleus for nurturing excellence in all aspects of health care (hereinafter referred to as the “**Authority**”) is desirous of improving parking and traffic movement in and around the hospital campus and in furtherance thereof intends to modernize, operate and manage the existing parking areas and entry/exit movements of vehicles at AIIMS through public private partnership model (“PPP”). The Authority proposes to have an integrated automated parking system for management of vehicular traffic (four/two wheelers) to ensure safety of vehicles and their parking at designated places with due authorization or on payment of parking charges.
- 1.2. This Request for Proposal (**‘RFP’**) document is to invite Bids for selection of the bidder to undertake modernization, operation and management of parking facilities at AIIMS, New Delhi (details provided in Project Information Memorandum-PIM) through PPP mode for a license period of five (5) years, extendable for a period of one year on mutually agreed terms, after which the parking rights along with the developed facilities, will be transferred back to the Authority free of cost. The selected bidder shall be required to ensure safety and security of vehicles entering the campus by installation of an integrated technology based management system at entry/exit points of the campus.
- 1.3. The Authority has adopted a single stage two envelope bidding process (the **‘Bidding Process’**) for selecting the Selected Bidder (Selected Bidder), who would undertake the modernization, operation, and management of integrated automated parking facilities at AIIMS, New Delhi (the **‘Project’**) as per the terms hereof.

Bidders may download the RFP documents (Instruction to Bidders and Project Information Memorandum) from the website <http://www.aiims.edu/> and <http://www.umtc.co.in/>. The Bidder’s can obtain a copy of the RFP Document including the draft License Agreement from the office of All India Institute of Medical Science, New Delhi, (address as detailed out in clause 11) on payment of the RFP procurement fee of Rs. 5000 (Rupees Five Thousand only) (**‘RFP FEE’**) in the form of a non-refundable demand draft/banker’s cheque in favour of “ Director, All India Institute of Medical Science” payable at New Delhi. The RFP proposal should be submitted at the address mentioned in this RFP in respect thereof on or before the Proposal Due Date. The Bidder shall submit along with its Bid either the receipt of the payment of RFP Fee or the RFP Fee by way of a demand draft/banker’s cheque. Bids unaccompanied either the RFP Fee or a receipt of payment thereof shall be liable to be rejected.
- 1.4. The Selected Bidder, who is either a limited liability company incorporated under the Companies Act, 1956 or under the applicable laws of its origin or is a trust or society, registered under the applicable laws of origin or is any combination of the said entities, shall be responsible for the

modernization, operation, and management of integrated automated parking facilities at AIIMS in accordance with the provisions of the license agreement (**the “License Agreement”**) to be entered into between the Licensee and the Authority in the form provided by the Authority as part of the Bidding Documents .

- 1.5. The Selected Bidder, in case its a consortium, shall incorporate a limited liability company under the Companies Act, 1956, as the licensee (the **“Licensee”**) post Pilot Demonstration and within 14 (fourteen) days of issuance of letter of award, which shall undertake modernization, operation and management of the proposed Project in accordance with the provisions of the License Agreement to be entered into between the Licensee, the Selected Bidder and the Authority.
- 1.6. The License Agreement shall set forth the detailed terms and conditions for grant of the license rights to the Licensee, including the scope of the Licensee’s services and obligations (the **“License”**).
- 1.7. The scope of work will broadly include, procuring and installing the equipments in accordance with the output parameters and the specifications detailed in Schedule I_to the draft License Agreement, provision of skilled and trained manpower/technicians, installation of integrated parking management software for traffic management ,operation and management of vehicular traffic at designated parking areas in accordance with the key performance indicators as specified by the Authority and as more particularly detailed under the License Agreement
- 1.8. The assessment of actual project costs will have to be made by the Bidders and the Authority bears no responsibility in this respect.
- 1.9. The statements and explanations contained in this Request for Proposal (**“RFP”**) are intended to provide a proper 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 Licensee set forth in the License Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the License 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.
- 1.10. The Authority shall receive Bids pursuant to this RFP 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”**), as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms.

2. Brief description of Bidding Process

- 2.1. The Authority has adopted a single stage two envelope bidding process (referred to as the **“Bidding Process”**) for selection of the Selected Bidder for award of the Project. Bidders shall submit their technical and financial Proposal in accordance of this RFP document. The Bid

submission is envisaged in two parts, i.e. Technical Proposal (first envelope) & Financial Proposal (second envelope). Interested parties/consortia can submit their Bids in accordance with the provisions of this RFP (the "**Bidder**", which expression shall, unless repugnant to the context, include the members of the Consortium). **Highest Bidder** shall be the Bidder who has qualified qualification criteria as per clause 4 and who has in its Financial Bid quoted the highest Annual License Fee payable to the Authority during the License period in terms hereof and in accordance with the provisions of the License Agreement.

- 2.2. In terms hereof and as more particularly to be set out in the Lol to be issued to the Highest Bidder, the Highest Bidder would be required to perform a Pilot Demonstration to the satisfaction of the Authority within 7 days of the issue of Letter of Intent (LoI). The details for the same are elaborated in clause 34.11.
- 2.3. The Licensee shall be entitled to collect and appropriate parking charges from the users of the Parking area at the rates determined by the Authority and in accordance with the provisions of the License Agreement. However the AIIMS staff will be entitled for free parking at designated staff parking areas.
- 2.4. Authority on its part shall ensure that the terms and conditions for the Bidding Process for the Project are followed and applied uniformly to all Bidders in a non-discriminatory, transparent and objective manner. Authority or its authorized agency shall not provide to any party, any such information with regard to the Project or Bidding Process, which may have the effect on restricting competition.
- 2.5. Notwithstanding anything contained in this RFP, the detailed terms specified in the License 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 License Agreement.

3. Schedule of Bidding Process

The bidding schedule is as under

1.	Issue of RFP (Date & Time)	02.11.2011 Indian Standard Time (IST)
2.	Pre-Bid Conference (Date & Time)	11.11.2011 at 1100 Hours Indian Standard Time (IST) as per clause 22
3.	Proposal Due Date	05.12.2011 at 1600 Hours Indian Standard Time (IST)
4.	Proposal Opening Date	05.12.2011 at 1630 Hours Indian Standard Time (IST)
5.	Opening of Financial Proposals	Shall be communicated in writing to the bidders separately
6.	Issue of Letter of Intent to Highest Bidder	Shall be communicated in writing to the bidder
7.	Pilot Demonstration	Within 7 days from the issue of Letter of Intent
8.	Issue of Letter of Award	Shall be communicated in writing to the bidder
8.	Submission of Performance Security	Within 14 days from the date of issue of Letter of Award to the Selected Bidder
9.	Signing of License Agreement with the Licensee/Selected Bidder	Within 14 days from the date of Issue of Letter of Award (LoA)

II. GENERAL

4. Eligible Bidders

4.1. Bidder may either be a limited liability company incorporated under the Companies Act, 1956 or under the applicable laws of its origin or is a trust or society, registered under the applicable laws of origin or is any combination of the said entities (**Consortium**) with a formal intent to enter into an 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 5.7 below

No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be

4.2. A Bidder shall fulfill the following eligibility criteria (**'Capability Criteria'**)

4.2.1. **Financial Capability:**

A Bidder (in case it is a single entity) or the Lead Member, in case Bidder is a Consortium, shall fulfill the following Financial Capability Criteria

a) A single entity Bidder (or the Lead Member, in case the Bidder is a Consortium), shall have a minimum Net Worth of Rupees Twenty Five Lakh (Rs. 25 lakh) in the preceding financial year ending on March 31, 2011

AND

b) A single entity bidder (or the Lead Member, in case the Bidder is a Consortium), shall have a minimum average turnover of Rupees One Crore (Rs. 1 Crore) in preceding 3 financial years ending on March 31, 2011.

Net Worth shall mean [Paid Up Share Capital + Reserves and Surplus – (Revaluation Reserves, goodwill, miscellaneous expenses not written off and other intangible assets)]. Bidder shall submit certified copy of audited annual reports for the preceding three financial years ending on March 31, 2011, along with an auditor's certificate specifying Net Worth (calculated as per formula) and annual turnover over the preceding three financial years in support of its financial capability

4.2.2. **Technical Capability:**

To be eligible for pre-qualification and short-listing for opening of Financial Bid, a Bidder shall fulfill any of the following conditions of eligibility with respect to the technical capability:

A. A Bidder or a member of a consortium should have supplied/installed automated parking equipment of a similar nature as envisaged in relation to the Project and as more

particularly enumerated in Schedule I to the License Agreement, in one or more Eligible Projects (*as defined in clause 4.2.5*) with the aggregate capacity of Eligible Projects (where the Bidder has installed/supplied their equipments) not being less than 500 equivalent car space ('ECS');

OR

- B.** The Bidder or a member of a consortium should have managed, operated and maintained either manually or automatically, one or more Eligible Project (*as defined in clause 4.2.5*), with the aggregate capacity of Eligible Projects (where the bidder was responsible for operation & maintenance) not being less than 500 equivalent car space ('ECS');

Provided that such Bidder claiming the operation & maintenance experience in terms of clause 4.2.2 B. above, shall furnish an undertaking along with its Technical Proposal, with a commitment letter from its prospective equipment supplier/manufacturer, to the effect that it shall enter into a binding agreement with the equipment supplier/manufacturer (who fulfills the criteria set forth in clause 4.2.2.A above) with respect to supply, installation and maintenance of the relevant equipments, and shall furnish a copy of such binding agreement to the Authority before the expiry of fourteen days (14) days from the issuance of the LoA, in terms hereof and as more particularly to be enumerated in the LoA, as a precondition to the execution of the License Agreement, if selected as the Selected Bidder ("**Letter of Undertaking**").

In computing the Financial and Technical Capability of the Bidder/Consortium member, the Financial and Technical Capability of their respective Associates shall also be considered.

- 4.2.3. Bidder shall submit supporting documents along with their Bids, which may interalia include work order issued by clients assigning Eligible Projects to the Bidder, Certificate from the client certifying successful installation of the relevant equipments/completion of the assignment, in order to corroborate technical experience as claimed by the Bidder under clause 4.2.2 above:
- 4.2.4. For clarifications of the Bidder it may be noted that ECS means Equivalent Car Space. The standard ECS for a car is 1 and for a two wheeler is 0.25.
- 4.2.5. **Eligible Projects:**

For the purposes of clause 4.2.2., Eligible Project shall mean and refer to either a covered parking or surface parking or a multi-level parking with a minimum car space equal to or more than 100 ECS.

5. General Condition for Bidders

- 5.1. Bidder shall submit certified copy of certificate of registration/ incorporation/ in the support of its legal status

- 5.2. Bidder shall submit Memorandum of Association (MoA) and Article of Association (AoA) or such other document as applicable to its legal status
- 5.3. Bidder shall submit Power of Attorney for signing of Proposal in favor of its authorised signatory as per the format specified at Appendix-3 of this Volume
- 5.4. Bidder shall submit certified copy of audited annual reports for the preceding three financial years ending on March 31, 2011, along with an auditor's certificate specifying Net Worth (calculated as per formula provided in clause 4.2.1) and annual turnover over the preceding three financial years in support of its financial capability
- 5.5. Bidder shall submit details of technical experience as per clause 4.2.2 strictly along with supporting documents as per clause 4.2.3 in support of technical capability.
- 5.6. The Bidders shall submit a copy of RFP document with each page thereof signed/initialed and stamped.
- 5.7. Where the Bidder is a Consortium, it should comply with the following additional requirements:
 - 5.7.1. Number of members in a consortium shall be limited to 2 (two) including the lead member
 - 5.7.2. The proposal shall contain the information required for each member of the Consortium
 - 5.7.3. Members of the Consortium shall nominate one member as the lead member (the "**Lead Member**"), who shall have an equity share holding of at least 51% (fifty one per cent) of the paid up and subscribed equity capital of the Licensee for a period commencing from the date of execution of the License Agreement until the expiry of the License Period (as defined in the License Agreement). The nomination shall be supported by a Power of Attorney, as per the format at Appendix 4_, signed by the other member of the Consortium. Other member of the Consortium shall hold at least 26% of the subscribed and paid up equity share capital of the Licensee for a period commencing from the date of execution of the License Agreement until the expiry of the License Period (as defined in the License Agreement).
 - 5.7.4. The Proposal shall be signed by the duly authorized signatory of the Lead Member and shall be legally binding on all members of the Consortium
- 5.7.5. Members of the Consortium shall enter into a Memorandum of Understanding (MoU) as per format specified at Appendix-5 of this Volume for the purpose of submitting Proposal. The MoU, to be submitted along with the application, shall inter alia:
 - a) Convey the intent to incorporate the Licensee under the Companies Act, 1956, with shareholding/ownership equity commitment(s) in accordance with this RFP, which would enter into the License Agreement and subsequently perform all the obligations of the Licensee in terms of the License Agreement, in case the Project is awarded to the Consortium;
 - b) Clearly outline the proposed roles and responsibility, if any, of each member

- c) Commit the minimum equity stake to be held by each member of the Consortium in the Licensee in terms of this RFP.
 - d) Include a statement to the effect that all the members of the Consortium shall be liable jointly and severally for all the obligations of the Licensee in relation to the Project in accordance with the License Agreement
 - e) Except as provided under this RFP ,there shall not be any amendment to the MoU without prior written consent of the Authority
- 5.8. Wherever required, the Proposal shall contain information required for each member of the Consortium
- 5.9. An individual Bidder cannot at the same time be member of a Consortium. Further, a member of a particular Consortium cannot be member of any other Consortium.
- 5.10. Any entity which has been barred by the (Central/ State Government, or any entity controlled by them) from participating in any and the bar subsists as on the date of Bid, would not be eligible to submit its Bid, either individually or as member of a Consortium
- 5.11. A single entity bidder/ Consortium member should, in the last 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, nor been expelled from any project or contract nor have had any contract terminated for breach by such single entity bidder/ consortium member.
- 5.12. 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. 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 more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Applicant, its Member or Associate is less than 5% (five per cent) 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. For the purposes of this Clause 5.12 indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an

intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- ii. a constituent of such Bidder is also a constituent of another Bidder; or
- iii. such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof 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 RFP 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.

A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. 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 this RFP. 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.

Explanation:

In case Bidder is a Consortium, then the term Bidder as used in this Clause 5.12, shall include each Member of such Consortium.

For purposes of this RFP, 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 per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

6. Change in composition of the Consortium

- 6.1. In the event the Selected Bidder is a Consortium, the Selected Bidder shall incorporate a special purpose vehicle (SPV) as a limited liability company under the Companies Act, 1956 to execute the License Agreement and implement the Project. The SPV incorporated by the Consortium shall be the Licensee. The License Agreement shall be executed between the Licensee and the Licensing Authority, while the Selected Bidder shall be the confirming party to the License Agreement.
- 6.2. The aggregate equity share holding of the Selected Bidder (Consortium as a whole) in the paid up and subscribed equity share capital of the Licensee shall not be less than 100% (hundred per cent) for a period commencing from the date of execution of the License Agreement until the expiry of the Installation Period (as defined in the License Agreement).
- 6.3. The Lead Member shall have an equity share holding of at least 51% (twenty six per cent) of the paid up and subscribed equity share capital of the Licensee for a period commencing from the date of execution of the License Agreement until the expiry of the License Period (as defined in the License Agreement). Other member of the Consortium shall hold at least 26% of the subscribed and paid up equity share capital for a period commencing from the date of execution of the License Agreement until the expiry of the License Period (as defined in the License Agreement). The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the License Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the License Agreement, be deemed to be a breach of the License Agreement and dealt with as such hereunder. For the avoidance of doubt, the provisions of this Clause 6.3 shall apply only when the Bidder is a Consortium.
- 6.4. By submitting the Proposal, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in composition of Consortium, the Bidder shall inform the Authority and Authority may, at its sole discretion, disqualify the Bidder or withdraw the Letter of Award (LoA) from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the License Agreement but prior to fulfillment of Licensee Condition Precedent, it would, notwithstanding anything to the contrary contained in the License Agreement, be deemed to be a breach thereof, and the License Agreement shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Licensee. In such an event, notwithstanding anything to the contrary contained in the License Agreement, the Authority shall forfeit and appropriate the Proposal Security or Performance Security, as the case may be.

7. Number of Proposals

Each Bidder shall submit only one (1) Proposal for the Project in response to this RFP Document. Any entity, which submits or participates in more than one Proposal for the Project shall be disqualified and shall also cause the disqualification of Consortium in which it is a member.

8. Proposal Preparation Cost

8.1 Each Bidder shall be responsible for bearing all the costs and expenses associated with the preparation of its Proposal and its participation in the bidding process. Authority shall not be responsible or in any way liable for such costs/expenses, regardless of the conduct or outcome of the bidding process.

9. Site visit and verification of information

9.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities, access to site, applicable laws and regulations, and any other matter considered relevant by them.

9.2 It shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 9.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 9.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 9.1 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 the Authority, or a ground for termination of the License Agreement by the Licensee/Selected Bidder;
- (f) acknowledged that it does not have a Conflict of Interest; and
- (g) agreed to be bound by the undertakings provided by it under and in terms hereof.

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

10. Verification and Disqualification

10.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to this RFP or the Bidding Documents and the Bidder shall, when so required by the 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 the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

10.2 The Authority reserves the right to reject any Bid 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 the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

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 occur after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to:

- i. invite the remaining Bidders to submit their Bids in accordance with the provisions hereof; or
- ii. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

10.3 In case it is found during the evaluation or at any time before signing of the License Agreement or after its execution and during the period of subsistence thereof, including the License thereby granted by the Authority, that one or more of the pre-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 Licensee either by issue of the LOA or entering into of the License Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the License Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder / Licensee, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder / Licensee. In such an event, the 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 the Authority under the Bidding Documents and/ or the License Agreement or otherwise.

11. Communication between the Bidders and the Authority

- 11.1 All communications to the Authority, in the context of this RFP document and related issues, unless specified otherwise, shall be addressed to;

Superintending Engineer

Room # 201

All India Institute of Medical Science

Ansari Nagar, New Delhi 29

Email: baljit.anands@yahoo.com

Ph: 011-26594782 Fax: 011-26588568

AND

Ankush Malhotra, Assistant Vice President

Urban Mass Transit Company Ltd

5th Floor, A Wing, IFCI Tower, 61,

Nehru Place, New Delhi, 19

Email: ankush.malhotra@ilfsindia.com

Ph:011-41606074/75(ext:227)Fax: 01126410763

- 11.2 All communications to the bidders shall be sent to the designated person/representative of the party at the addressed mentioned in the covering/forwarding letter of its Proposal, as addressed to the Authority unless the Authority is advised otherwise by the concerned party.
- 11.3 Authority shall not entertain or enter into any correspondence (written or oral) with the bidders except where the Authority seeks clarification from interested parties or where a party seeks clarification from the Authority in writing before submission of Proposal, whereupon the Authority may provide written clarifications.

III. PROPOSAL DOCUMENT**12. Contents Of RFP**

- 12.1 The RFP document consist the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any addenda issued.

Volume-I : Instructions to Bidders

Volume-II : License Agreement

Volume-III : Project Information Memorandum

13. Clarification on RFP

- 13.1 A prospective Bidder requiring any clarification on the RFP document may notify the Authority in writing or facsimile at the communication address mentioned in clause 11. Bidder should send in their queries before the Pre-Bid Conference.
- 13.2 Copies of Authority response shall be forwarded to all short-listed Bidders, including a description of the enquiry but without identifying its source.
- 13.3 The Authority shall endeavor to respond to the queries raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this clause 13 shall be taken or read as compelling or requiring the Authority to respond to any query or to provide clarification.
- 13.4 Verbal clarifications and information given by the Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

14. Amendment of RFP Document

- 14.1 On the basis of the inputs provided by Bidders during Pre-Bid Conference and any further discussions with any/all Bidders, which the Authority may hold at its own discretion, the Authority may amend the RFP document. Such amendments shall be intimated in writing by the Authority which shall qualify as an **“Addendum”**
- 14.2 At any time prior to the deadline for submission of Proposals, Authority may, for any reason, whether at its own initiative or in response to clarifications requested by one or more of the bidders, modify the RFP document by way of issuance of an **“Addendum”**
- 14.3 The Addendum shall be sent in writing to all the parties, who have purchased the RFP Document and shall be binding on them. Each such Addendum shall become part of the RFP document. The bidders shall promptly acknowledge receipt thereof to the Authority.

15. Bidder’s Responsibilities

- 15.1 The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Bidder’s own risk, and may lead to disqualification of the bid as being non-responsive
- 15.2 The technical data and information provided by the Authority is only for guidance and general information of the Bidder. The Authority or its advisors and consultants do not accept any responsibility or liability for its completeness and correctness, any errors, omissions, inaccuracies or errors of judgment with respect to information or data provided in this RFP document or otherwise. Authority or its advisors and consultants shall not be liable for any mistake, error or neglect by the bidder in respect of the above.

16. Other Conditions of Bidding Process

- 16.1 The Authority reserves the right to contact the Bidder(s), their bankers, their consultants, former clients of the Bidder(s) and other such sources for verifying the information, references and data submitted by the Bidder(s) in the proposal, without further reference to the Bidder(s)
- 16.2 Failure by the Bidder(s) to provide all requisite information in the Proposal or additional information required by the Authority, shall be at the Bidders sole risk and cost and may impact evaluation of the Technical Proposal and/or Financial Proposal besides leading to rejection of proposal as being nonresponsive
- 16.3 Each Bidder shall warrant by its proposal that the contents of its proposal have been arrived at independently. Any proposal which has been arrived at through connivance or collusion or pooling amongst two or more bidder(s) shall be deemed to be invalid and the Proposal Security of concerned Bidder(s) shall be forfeited at sole discretion of Authority.
- 16.4 Any attempts or efforts by a Bidder to influence the processing or evaluation of Proposals or decision making process of the Authority or any officer, agent or advisor thereof, may result in the rejection of such bidder’s proposal. In the event of rejection of Proposal in pursuance of this

provision, the Bid Security of the concerned Bidder shall be forfeited by the Authority, at its sole discretion and the bidder shall not be entitled to any claims in this regards

IV. PREPARATION OF PROPOSAL

17. Language of the Proposal

17.1 The Proposal and related documents to the Proposal and all correspondence exchanged between Bidder(s) and the Authority shall be written in English. Supporting documents and printed literature furnished by the Bidder(s) in another language provided they are accompanied with accurate translation of the relevant passages in the English language. Supporting materials, which are not translated into English, shall not be considered. For the purpose of interpretation and evaluation of the proposal, the English language translation shall prevail.

18. Currency of Proposal and Payment

18.1 The currency for the purpose of this RFP shall be Indian Rupees (Rs.)

19. Proposal (Bid) Security

19.1 The Proposal/Bid shall be accompanied by a bid security in Indian rupees for an amount equivalent to Rs. 100,000/- (Rs. One lakh only). The Bid Security shall be in the form of an irrevocable and unconditional bank guarantee issued by a Nationalized / Scheduled bank in India, in favour of Director, All India Institute of Medical Science, New Delhi in the format at Appendix-9 (the "**Bid Security**") and having a validity period of not less than 180 (one hundred eighty) days from the bid due date, inclusive of a claim period of 60 (sixty) days, and as may be extended as may be mutually agreed between the Authority and the Bidder from time to time.

19.2 Any extension of the validity of the Bid Security shall be provided to the Authority at the cost and expenses of the Bidder, a minimum of seven calendar days prior to the expiry of the validity of the Bid Security being extended. The Authority reserves the right to reject the Proposal submitted by any Bidder(s) who fails to extend the validity of the Bid Security in line with provisions of this sub-section.

19.3 Bid security of unsuccessful Bidder(s) shall be returned by the Authority within a period of thirty (30) days from the date of execution of the License Agreement with the Licensee.

19.4 The Bid Security of the Selected Bidder shall be released on receipt of Performance Security from it, in accordance with the provisions of License Agreement.

19.5 The Authority shall reject all such Proposals, which do not include the Bid Security as per the provisions of this section. The Bid Security of the Bidder(s), whose proposals are rejected on the basis of evaluation of the contents of Envelop-A in accordance with the provisions of this RFP document shall be returned within a period of thirty (30) days from the date of intimation of the rejection of the Proposal by the Authority to the concerned Bidder(s).

19.6 In addition to the above, Authority shall promptly release all Bid Security of the Bidders in the event the Authority decides to terminate the Bidding Process for any reason whatsoever.

- 19.7 The Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to the Authority at its sole discretion, under the Bidding Documents and/ or under the License Agreement, or otherwise, under the following conditions:
- 19.7.1 If the Bidder submits nonresponsive Proposal
 - 19.7.2 If the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - 19.7.3 The Bidder withdraws its proposal after Proposal Due Date and during Proposal Validity Period, including any period of extension thereof.
 - 19.7.4 In case the Highest Bidder fails to sign and return the duplicate copy of Lol within three days of issuance thereof
 - 19.7.5 In case the Highest Bidder fails to make the pilot demonstration in accordance with the provisions hereof and the LOI, within 7 days from the date of issue of LOI
 - 19.7.6 In case the Highest Bidder fails to rectify the deficiencies identified by the Technical Committee during the pilot demonstration with the period prescribed by the Authority in that regard.
 - 19.7.7 In the case of a Selected Bidder: if it fails to sign the License Agreement or pay the Success Fee or Project Development Fee or furnish the copy of the binding agreement as per clause 4.2.2 above in terms of the Letter of Undertaking (if applicable) or furnish the required Performance Security to the Authority in accordance with the provisions hereof and within the time specified in the Letter of Award (LoA).
 - 19.7.8 In case the Selected Bidder fails to sign and return the duplicate copy of LoA within seven days of issuance thereof.
 - 19.7.9 In case the Selected Bidder, having signed the License Agreement, commits any breach thereof prior to furnishing the Performance Security.
 - 19.7.10 any other conditions, with respect to the Bidder as well as the Selected Bidder, for which forfeiture of Bid Security has been provided under this RFP;

20. Proposal Validity Period

The Proposal shall remain valid for a period of not less than 120 days from the Proposal Due Date ('**Proposal Validity Period**'). The Authority reserves the right to reject any Proposal which does not meet this requirement. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

21. Extension of Proposal Validity Period

- 21.1 Authority may request for one or more extensions of the Proposal Validity Period. Such request to the Bidder (s) shall be made in writing at least fourteen (14) days prior to expiration of the Proposal Validity Period. If any Bidder does not agree to the extension, it may withdraw its Proposal without inviting action of forfeiture of its Bid Security by giving notice in writing to the

Authority of its decision prior to the expiration of the Proposal Validity Period. In case, the Authority does not receive any written notice of withdrawal prior to expiration of the Proposal Validity Period, the requested extension shall be deemed to be accepted by the Bidders.

- 21.2 The Proposal Validity Period of the Selected Bidder shall be automatically extended till the date on which the License Agreement is signed and is in force
- 21.3 When an extension of the Proposal Validity Period is requested, bidder(s) shall not be permitted to change the terms and conditions of their Proposal(s)

22. Pre-Bid Conference

- 22.1 A Pre-Bid Conference shall be held at Director's Committee Room, AIIMS in order to clarify and discuss any provisions or requirements related to the Project, this RFP document or any other related issue. All interested parties shall be free to attend the Pre-Bid Conference
- 22.2 All questions to be raised at the Pre-Bid Conference should be submitted to the Authority in writing or facsimile or electronic mail at least one week before the date of the Pre-Bid Conference and a soft copy of the same shall be e-mailed at the address listed in clause 11.1 of this Volume. Inquiries/observations/comments received after the aforesaid time limit may not be addressed during the Pre-Bid Conference.
- 22.3 Attendance of Bidders at the Pre-Bid Conference is not mandatory. However, subsequent to the meeting, the Authority may not respond to the questions or inquiries from any party who has not attended the Pre-Bid Conference. The Authority also reserves the right not to reply the question(s) submitted by the bidder(s).

23. Submission of Proposals – Format and Signing of the Application

- 23.1. The Bidders are required to submit their Proposals/Bids in accordance with the guidelines set forth in this RFP document. In order to enable consistency among Proposals and to facilitate smooth evaluation by the Authority, the formats in which the Bidders shall provide information/data comprising Proposals is given in this RFP document. The Authority reserves the right to evaluate only those proposals that are received in the required format complete in all respects and in line with the instructions contained in this RFP.
- 23.2. The Proposal shall be signed and stamped on each page initialed by a person or persons duly authorized to sign on behalf of Bidder, holding Power of Attorney as per the format as specified at Appendix-3 of this Volume
- 23.3. The Bidders shall submit a copy of RFP document signed/initialed and stamped each page of it to convey its acceptance of the terms contained therein
- 23.4. The Proposal shall be submitted in two envelopes, viz., a) Envelope A – Technical Proposal and c) Envelope B – Financial Proposal as described below. The Financial Proposal should be contained in Envelope B only. Inclusion of Financial Proposal in other parts would lead to disqualification of the Proposal.
- 23.5. Each Bidder shall submit 2 (two) copies (ORIGINAL & COPY) of Technical Proposal contained in two separate envelopes marked ORIGINAL & COPY, respectively, both such envelopes put in an outer

envelope marked (Envelope A- Technical Proposal For **“Modernization, Operation and Management of parking at AIIMS on PPP basis”**), The Proposal copies shall be marked as “Original”, and “Copy” as specified in clause 23.7 below. In the event of any discrepancy between the original and the copy, the Original shall prevail. Further, each Bidder shall submit one copy of Financial Proposal marked (Envelope B- Financial Proposal for **“Modernization, Operation and Management of parking at AIIMS on PPP basis”**).

23.6. The packing, sealing and marking of the Bid should be done in envelopes as per the table and the instructions given below.

Envelope A – Containing two envelopes marked as under:	
1) ‘ORIGINAL – <u>“MODERNISATION, OPERATION AND MANAGEMENT OF PARKING AT AIIMS UNDER PUBLIC PRIVATE PARTNERSHIP (PPP)”</u>	
2) ‘COPY’ – <u>“MODERNISATION, OPERATION AND MANAGEMENT OF PARKING AT AIIMS UNDER PUBLIC PRIVATE PARTNERSHIP (PPP)”</u>	
Envelope A – <u>Technical Proposal For “Modernization, Operation & Management of parking at AIIMS on PPP basis”</u>	Technical Proposal including <ul style="list-style-type: none"> • Submissions with respect to eligibility and Pre-Qualification requirements of the Bidder (as per clause 4 and 5) <li style="text-align: center;">And • Bid Security (as defined in clause 19) <li style="text-align: center;">And • Demand draft/Banker’s cheque in lieu of procurement fees for RFP document (as defined in clause 1.3)
Envelope B - <u>Financial Proposal For “Modernization, Operation & Management of parking at AIIMS on PPP basis”</u>	<ul style="list-style-type: none"> • Financial Proposal including financial proposal as per Appendix 8

23.7. Each of the two parts of the Proposal (Technical & Financial Proposal) should be spiral bound or hard-bound separately and enclosed in separate sealed envelopes (Envelope A & Envelope B) clearly marked Technical and Financial Proposal as per clause 23.7 above. These envelopes should be enclosed in another outer envelope marked **“Modernization, Operation & Management of parking at AIIMS on PPP basis** and sealed.

23.8. Each envelope containing the Proposal shall be addressed to

Superintending Engineer
Room # 201
All India Institute of Medical Science
Ansari Nagar, New Delhi 29
Email: baljit.anands@yahoo.com
Ph: 011-26594782 Fax: 011-26588568

- 23.9. All envelopes including inner and outer covers must also be super scribed with the following information as the case may be to enable the Proposal to be returned unopened in case it is declared late or otherwise not accompanied by the other Proposal documents.
- i. Name and Address of Bidder/Lead Member in case of consortium
 - ii. Contact person and Designation,
 - iii. Phone number (with country and city code), Fax number and Email id.
- 23.10. The Proposal (in Original and Copy) shall be typed or written in indelible ink and each page shall be signed by the authorized signatory of the Bidder. The pages in the Proposal should be numbered. All alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialed by the person(s) signing the Proposal.
- 23.11. Bidders should strictly adhere to the formats prescribed in this RFP Document while submitting their Proposals. The Authority reserves the right to reject any Proposal, which does not meet this requirement.
- 23.12. The Authority expects Bidders to adhere to the sealing and marking instructions given above and assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted. If the envelope is not sealed and marked as instructed above, such Proposal, may, at the sole discretion of the Authority, be rejected.
- 23.13. Proposal must be submitted in hard copies. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
- 23.14. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the different annexure is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information
- 23.15. The Authority reserves the right to reject any Proposal which is not sealed and marked as instructed above and Authority shall assume no responsibility for the misplacement or premature opening of the Proposal.

V. SUBMISSION OF PROPOSALS - CONTENT

- 24. Envelope A – Response to Pre-Qualification requirement**
- 24.1 Envelope A – **Technical Proposal for Modernization, Operation & Management of parking at AIIMS on PPP basis** should include the following contents.

Contents of Part I - <u>Technical Proposal Modernization, Operation & Management of parking at AIIMS on PPP basis</u>	
Appendix - 1	Letter of Application for Proposal Submission
Appendix-2	Details of Bidder / Bidding Consortium
Appendix-3	Power of Attorney for Authorized signatory
Appendix-4	Power of Attorney for Lead Member of Consortium
Appendix-5	Memorandum Of Understanding (MoU) between Consortium Members (in case of consortium)
Appendix-6	Details and proof of Financial Capability
Appendix-7	Details and proof of Technical Capability
Appendix-9	Proposal (Bid)Security)
	Fees for RFP Document/ receipt of payment of the same
	Certified copy of certificate of Registration/ Incorporation in the support of legal status of the bidder (for each bidder in case of consortium)
	Memorandum of Association (MoA) and Article of Association (AoA)/ Trust deed as applicable to legal status of Bidder (for each bidder in case of consortium)
	Copy of RFP document signed/initialed and stamped each page of it to convey its acceptance attached to the technical offer
	Copy of audited annual reports for the last three financial years ended on March 31, 2011

24.2 Envelope B – **Financial Proposal for “Modernization, Operation & Management of parking at AIIMS on PPP basis”** should be submitted in separate sealed envelope as per the format enclosed in Appendix 8.

25. Proposal Due Date

- 25.1 Proposal should be submitted before 1500 hours Indian Standard Time (IST), on Proposal Due Date, as stated in the Schedule of Bidding Process clause 3, at the address given in clause 23.9, in the manner and form as detailed in the RFP Document. The Proposals submitted by facsimile transmission shall not be accepted.
- 25.2 The Authority may at its sole discretion, extend the Proposal Due Date by issuing an addendum to this RFP uniformly for all Bidders.

26. Late Proposals

Bids received by the Authority after the specified time on the Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

27. Modifications/Substitution/Withdrawal of Proposals

27.1 A Bidder may modify, substitute or withdraw its Proposal after submission, provided that written notice of the modification; substitution or withdrawal is received by the Authority by the Proposal Due Date. No Proposal shall be modified, substituted or withdrawn by the Bidder after the Proposal Due Date

27.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked “**MODIFICATION**”, “**SUBSTITUTION**” or “**WITHDRAWAL**”, as appropriate.

27.3 Any Bidder may withdraw its Proposal on or prior to the Proposal Due Date without inviting action for forfeiture of its Bid Security. Withdrawal or modification by the Bidder of its Proposal after Proposal Due Date shall entitle the Authority to forfeit the Bid Security

28. Confidentiality

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 the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

VI. PROPOSAL OPENING AND EVALUATION**29. Proposal Opening**

29.1 Authority shall open the proposals, including withdrawals, modifications made pursuant to clause 26, in the presence of Bidder’s designated representatives who choose to attend, at the time, date and location stipulated in the Schedule of Bidding Process

29.2 Envelopes marked “**Withdrawal**” shall be opened first and the name of the Bidders shall be read out.

29.3 Subsequently, all envelopes marked “**Modifications**” shall be opened and submissions therein read out in appropriate detail

29.4 Authority would subsequently examine responsiveness of Proposals in accordance with the criteria set out clause 29 of this Volume

29.5 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this clause 32 and 33 hereof.

30. Determination of Responsiveness

30.1 Prior to evaluation of Proposals, the Authority shall determine whether each Proposal is substantially responsive to the requirements of the RFP. A Proposal shall be considered responsive only if the Proposal:

- i. contains the Proposal procurement fee in terms hereof.
- ii. is received by the Proposal Due Date including any extension thereof pursuant to clause 25.
- iii. is signed sealed and marked as stipulated in accordance with clause 23.
- iv. is accompanied by the Power of Attorney as per the format specified at Appendix-3 of this Volume
- v. In case of Consortium, is accompanied by the Power of Attorney for Lead Member of consortium as per the format specified at Appendix-4 of this Volume
- vi. is accompanied by Bid Security as per Appendix 9.;
- vii. Contains all the information as requested in this RFP;
- viii. Contains information in the formats same as those specified in this RFP;
- ix. Mentions the Proposal Validity Period as set out in clause 20 of this Volume;
- x. Is accompanied by MoU (for Consortium) as per format specified at Appendix-5 of this Volume and as stipulated in sub-clause 5.7.5 of this Volume;
- xi. Fulfill all conditions and contains all undertakings and obligations as required by this RFP;
- xii. it does not contain any condition or qualification; and
- xiii. Contains no false or misleading information or statement or undertaking.
- xiv. is accompanied by the Letter of Undertaking and a commitment letter from the prospective equipment supplier/manufacturer in terms of clause 4.2.2 above, if required.

29.2 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained in respect of such Proposal

31. Clarifications/ Additional Submissions

To facilitate evaluation of Proposals, the Authority may at its sole discretion, seek clarifications or additional submission in writing from any Bidder regarding its proposal. Notwithstanding anything contained in the RFP, the Authority reserves the right to take into consideration any such clarifications/additional submissions sought by it for evaluation of the Proposal.

32. Evaluation of Proposals

32.1 The Authority shall evaluate only the Proposals determined to be substantially responsive in accordance with Clause 30.

- 32.2 The Authority shall open Envelope A –‘Technical Proposal’ at the time and date mentioned against the opening date in the Schedule of Bidding Process (clause 3)

33. Technical Proposal Evaluation

- 33.1 The Authority shall carry out a detailed evaluation of the Technical Proposals determined to be responsive in terms hereof in order to determine whether the technical aspects are in accordance with the requirements set forth in the RFP. In order to reach such a determination, the Authority shall examine and compare the technical information supplied by the Bidders in their Proposals with the requirements set forth in the RFP in respect thereof.
- 33.2 Evaluation of the Technical Bid would be on the basis of a “Pass/Fail” methodology, with Bidders meeting the threshold capability criteria (technical and financial) set forth in clause 5 hereof, qualifying for opening and evaluation of their Envelope B – Financial Proposal.
- 33.3 After the evaluation of Technical Proposal, the Authority would announce a list of shortlisted Bidders who would qualify for opening and evaluation of their Envelope B – Financial Proposal.

34. Financial Proposal Evaluation

- 34.1 Financial Proposal of only those Bidders shall be opened who qualify the evaluation of “Technical Proposal” and their Bid Security found in order as per the provisions of clause 19 of this Volume. The Financial Proposals shall be opened in the presence of the representatives of the Bidders qualified at the Technical Proposal evaluation stage, who choose to attend. Such qualified Bidders shall be informed regarding, venue, date and time of the Financial Proposal opening
- 34.2 Envelope B - Financial Proposal of all the Bidders qualified at the Technical Proposal evaluation stage would be evaluated on the basis of the **Annual License Fee** quoted by the Bidder in its Financial Proposal submitted as per the format set out as Appendix 8, hereto.
- 34.3 **Reserve Price: The reserve price for the Annual License Fee has been determined to be Rs 50,00000/- (Rupees Fifty Lakhs only) (the “Reserve Fee”).**

The Bidders are required to quote an amount of Annual License Fee over and above the Reserve Fee, payable annually to the Authority in accordance with the provisions of the License Agreement.

Bidders quoting an amount of Annual License Fee less than the Reserve fee will be summarily rejected.

- 34.4 Each Bidder shall quote in its Financial Bid, an amount (in Indian Rupees), over and above the Reserve Fee, to be paid by the Licensee annually to the Authority during the License Period, in terms hereof and as more particularly enumerated in the draft License Agreement (**‘Annual License Fee’**). The Annual License Fee shall be subject to an annual escalation at the rate of 5% [five percent] from the second year onwards during the License Period. The Bidder quoting the highest Annual License Fee shall be ranked as Highest Bidder (Highest Bidder/**H1**).
- 34.5 Bidder(s) may quote the Annual License Fee up to two digits after decimal (such as Rs 30.12). Any number mentioned beyond the second digit after decimal shall be considered as zero.

- 34.6 In the event that two or more Bidder(s) quote same amount of Annual License Fee (the “**Tie Bidders**”), the Authority shall identify the Highest Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend .
- 34.7 The Authority shall declare the Bidder quoting the Highest Annual License Fee as the highest bidder for award of the **Letter of Intent**.
- 34.8 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the “**first round of bidding**”), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security or annul the Bidding Process, as the case may be. In the event the Authority invites all the remaining bidders to extend their Bid Security, the Bidders will be asked to match the Financial Proposal of the aforesaid Highest Bidder (the “**second round of bidding**”). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be selected as the Highest Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Financial Proposal was higher as compared to other Bidder(s) in the first round of bidding shall be the Highest Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the selected as the Highest Bidder.
- 34.9 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in this section, the Authority may, in its discretion, invite fresh Financial Proposals (the “**third round of bidding**”) from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Financial Proposals provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Financial Proposals of the second highest Bidder in the first round of bidding.
- 34.10 The Authority shall issue a Letter of Intent (‘**Lol**’) to the Highest Bidder interalia requiring the Highest Bidder to fulfill the pre-conditions enumerated in the clauses 34.11, 34.12 & 34.13 below, within seven (7) days of the issuance of Lol.
- 34.11 The Highest Bidder shall, within 3 (three) days of the receipt of the Lol, sign and return the duplicate copy of the Lol in acknowledgement thereof. In the event the duplicate copy of the Lol duly signed by the Highest Bidder is not received by the stipulated date, the 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 Highest Bidder to acknowledge the Lol, and the next highest ranking Bidder may be considered.
- 34.12 The Highest Bidder shall, within seven (7) days of the receipt of Lol (attached as Appendix 10), be required to make a pilot demonstration of the equipments to be installed, to the Technical Committee constituted by the Authority (“**Technical Committee**”) on any one of the entry/exit gates of AIIMS, identified by the Authority. The Highest Bidder shall display its capabilities as per the output parameters and technical specifications laid down in Schedule I of the License Agreement (“**Pilot Demonstration**”). The date, time and venue for Pilot Demonstration shall be

communicated to the Highest Bidder. Any delay in Pilot Demonstration beyond the period of seven days (7) would entitle the Authority to cancel the LOI and forfeit the Bid Security of the Highest Bidder and either call the next highest bidder /annul bidding process or deal with the Project as it may deem fit in its sole discretion.

- 34.13 Pilot Demonstration by the Highest Bidder, shall be considered successful upon meeting the output parameters and technical specifications laid down in the Schedule I to the License Agreement to the satisfaction of the Technical Committee. The Highest Bidder shall be required to remove the shortcomings/ defects/ deficiencies if any, observed during Pilot Demonstration within the time period specified in the Lol. In case the Highest Bidder fails to rectify the shortcomings/ defects/ deficiencies to the satisfaction of the Authority/Technical Committee within the timeframe given by the Authority, the Authority shall reserve the right to forfeit the Bid Security and cancel the LOI.
- 34.14 Post successful Pilot Demonstration to the satisfaction of the Technical Committee, the Authority will issue a **Letter of Award** (LoA) (as per Appendix 11) to the Highest Bidder, identifying it as the “**Selected Bidder**”, for undertaking the implementation of the Project, subject always & exclusively to the terms hereof, the RFP and the License Agreement to be executed as per the terms of the RFP.
- 34.15 After acknowledgement of the LoA by the Selected Bidder, within 7 days of its issuance, the Selected Bidder shall make the payments towards the Success Fee, Project Development Fee and furnish the Performance Security in terms of this RFP , furnish a copy of the binding agreement entered into with the equipment supplier/manufacture in term of the Letter of Undertaking (*if required*) and execute or cause the execution of the License Agreement with the Authority within fourteen (14) days of issuance of LoA by the Authority. The Selected Bidder/ Licensee shall not be entitled to seek any deviation, modification or amendment in the License Agreement.
- 34.16 In case, the above pre-conditions are not fulfilled by the Selected Bidder and the License Agreement is not executed within fourteen (14) days, for reasons attributable to the Selected Bidder, Authority reserves the right to appropriate the Bid Security of such Bidder and negotiate with the next highest ranked Bidder and so on until the License Agreement is executed.

35. Interpretation of Documents

- 35.1 The Authority shall have the sole discretion in relation to:
- 35.1.1. The interpretation of this RFP document, the Proposals and any documents provided in support of the Proposals; and
- 35.1.2. All decisions in relation to the evaluation and ranking of the Proposals.
- 35.2 The Authority shall have no obligation to explain or justify its interpretation of this RFP document, the Proposal(s) or their supporting/related documents/information or to justify the evaluation process, ranking process or selection of the Selected Bidder.

- 35.3 In the event of conflicts of any sort among the Information and Instructions to Bidder(s) and the License Agreement, the documents shall be given the following priority:
- 35.1.3. License Agreement
 - 35.1.4. Information and Instructions to Bidder(s)
- 35.4 The Authority reserves the right to use and interpret the Proposal documents, data etc. it receives from the Bidder(s) in its absolute discretion.
- 35.5 The words and expressions beginning with capital letters and not defined herein, shall, unless the context otherwise requires, have the meaning ascribed thereto in the License Agreement.

36. Right to Accept any Proposal and to Reject any or All Proposal

- 36.1 Notwithstanding anything contained in this RFP document, the Authority reserves the right to accept or reject any Proposal and to terminate the Bidding Process and reject all Proposals, at any time prior to the issue of Letter of Award, without incurring any liability towards the rejected Bidder(s) or any obligations to inform the affected Bidders(s) of the grounds for rejection and without assigning any reason for the same.
- 36.2 The Authority reserves the absolute rights to cancel, terminate, change or modify this Bidding process and/or requirements of bidding stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.

VII. PAYMENTS BY SELECTED BIDDER

37. Performance Security

- 37.1 The Selected Bidder shall, within fourteen (14) days of issue of LoA, furnish to the Authority, a performance security by way of bank guarantee issued by a Schedule Commercial Bank in India for an amount equivalent to Rs. 10 lakh (Rs. Ten Lakh Only) in favour of Director, AIIMS, New Delhi having a validity period of 5.5 years from the date of issuance (**'Performance Security'**).

38. Success Fee and Project Development Fee

- 38.1 Within fourteen (14) days of issue of LoA to the Selected Bidder by the Authority, the Selected Bidder shall pay to the Authority's consultant i.e. Urban Mass Transit Company Limited, a non refundable and irrevocable payments of an amount equivalent to Rs 20 Lakhs (Rupees Twenty Lakhs) towards the success fee for the Project (the **'Success Fee'**)
- 38.2 The Success Fee shall be paid by the Selected Bidder to the Urban Mass Transit Company Limited in the form of a demand draft drawn on a Nationalized/Scheduled bank for an amount equivalent to Rs 20 Lakhs (Rupees Twenty), in favour of "Urban Mass Transit Company Limited", payable at New Delhi.

Project Development Fee

- 38.3 Within fourteen (14) days of issue of LoA to the Selected Bidder by the Authority, the Selected Bidder shall pay to the Authority, a non refundable and irrevocable payments of, an amount equivalent to Rs 12.5 Lakhs (Rupees Twelve Lakhs and Fifty Thousand) towards the Project Development Fee('Project Development Fee')
- 38.4 The Project Development Fee shall be paid by the Selected Bidder to the Authority in the form of a demand draft drawn on a Nationalized/Scheduled bank for an amount equivalent to Rs 12.5 Lakhs (Rupees Twelve Lakhs and Fifty Thousand), in favour of Director, AIIMS, New Delhi, payable at New Delhi.

39. Corrupt or Fraudulent Practices

- 39.1 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 License Agreement. Notwithstanding anything to the contrary contained herein, or in the LoA or the License Agreement, the Authority may reject a Bid, withdraw the LoA, or terminate the License Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Licensee, as the case may be, if it determines that the Bidder or Licensee, 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, the 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 the Authority under the Bidding Documents and/ or the License Agreement, or otherwise.
- 39.2 Without prejudice to the rights of the Authority under Clause 39.1 hereinabove and the rights and remedies which the Authority may have under the LoA or the License Agreement, or otherwise if a Bidder or Licensee as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoA or the execution of the License Agreement, such Bidder or Licensee shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Licensee as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 39.3 For the purposes of this Clause 39, 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 the 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 License 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 the 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 the this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the License Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the License Agreement, who at any time has been or is a legal, financial or technical adviser of the 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 the 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.

VIII. MISCELLANEOUS

- 40. 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.
- 41. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time and at any stage of the bidding process to;
 - 41.1.1 suspend and/ or cancel or annul the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - 41.1.2 consult with any Bidder in order to receive clarification or further information;
 - 41.1.3 retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - 41.1.4 independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

42. It shall be deemed that by submitting the bid, the bidder agrees and releases the authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the bidding process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

43. Checklist

S. No.	Documents	Please Mark	Tick
	ENVELOPE – A – PART I - (TECHNICAL PROPOSAL)		
1.	Letter of Application as per the format specified at Appendix-1		
2.	Details of Bidder (for each bidder in case of consortium) as per the format specified at Appendix-2		
3.	Power of Attorney for Signing Authority as per the format specified at Appendix-3		
4.	Power of Attorney for Lead Member of Consortium as per format specified at Appendix-4 (in case of consortium)		
5.	Memorandum Of Understanding (MoU) between Consortium Members as per the format specified at Appendix-5 (in case of consortium)		
6.	Financial Capability as per the format specified at Appendix-6		
7.	Technical Capability as per the format specified at Appendix-7		
	ENVELOPE – A – PART II - (FINANCIAL PROPOSAL)		
8.	Financial Proposal as per the format specified at Appendix-8		
9.	Proposal (Bid) Security as per the format specified at Appendix-9		
10.	Format for Draft Letter of Intent as Appendix 10		
11.	Format for Draft Letter of Award as Appendix 11		

IX. APPENDIXES (VOLUME-I)

Envelope – A
- Technical Proposal Formats

APPENDIX-1 (VOLUME-I-): FORMAT FOR LETTER OF APPLICATION

(To be submitted on the letterhead of single applicant or lead member in case of consortium)

To,

**Superintending Engineer
Room No 201,
All India Institute of Medical Science
Ansari Nagar, New Delhi - 29**

Dated:

Sub: - Request for Proposal (RFP) for Modernization, Operation, and Management of parking at AIIMS on public private partnership ('PPP') Basis

Dear Sir,

Being duly authorized to represent and act on behalf of _____ (hereinafter referred as the "**Bidder**"), and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby expresses its interest and apply for qualification for undertaking the **Modernization, Operation, and Management of parking at AIIMS on PPP basis ('Project')**.

We are enclosing our Proposal, in conformity with the terms of the RFP, and furnishing the details as per the requirements of the Bid Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Proposal is complete, true and correct in every detail.

We confirm that the application is valid for a period of 120 days from the due date of submission of application and is unconditional.

We hereby also confirm the following:

1. The Proposal is being submitted by M/s _____[...] (*name of the Bidder-single entity/Lead Consortium Member comprising [mention the names of the entities who are the Consortium Members]*), in accordance with the conditions stipulated in the RFP.
2. As the bidding Consortium, we, M/s _____[...] (names of the members of the Consortium, if Selected Bidder is a Consortium) hereby confirm to abide by the roles and responsibilities assigned to us as per the MoU between the Consortium Members and as outlined in this RFP.
3. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by AIIMS (hereinafter referred as the "**Authority**") and in any subsequent communication sent by Authority.

4. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from Authority.
5. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
6. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare and submit this Proposal for undertaking the Project, in the event that we are selected as the Selected Bidder.
7. 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 arbitration tribunal or a judicial authority or 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.
8. I/ We declare that:
 - a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - b. I/ We do not have any conflict of interest in accordance with clauses 5.1.2 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 39 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
9. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 39 of the RFP, 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;
10. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders
11. I/ We further certify that in regard to matters relating to security and integrity of the country, we/any Members of the consortium, have not been convicted by any Court of Law or indicted or adverse orders passed by the 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 community.

12. I/We further certify that in regards to matters relating to security and integrity of the country, we/any Member of the Consortium have not been charge-sheeted by any agency of the Government or convicted by the 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 hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidders, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
15. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a License Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
16. I/We have studied all the Bidding Documents carefully and also surveyed the project details. We understand that except to the extent as expressly set forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of License.
17. The Annual License Fee has been quoted by me/ after taking into consideration all the terms and conditions stated in the RFP, License Agreement, our own estimates of costs and after a careful assessment of the identified parking areas of the proposed Project and all the conditions that may affect the Bid.
18. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / License is not awarded to me/us or our Bid is not opened or rejected
19. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the entire License Period in accordance with the License Agreement.}
20. I/ We agree and undertake to abide by all the terms and conditions of the RFP document which interalia includes payment of Project Development Fee, Success Fee and furnishing of the Performance Security to the Authority in the manner provided in respect thereof in the RFP.
21. We confirm that all the terms and conditions of the Proposal are firm and valid for acceptance for a period of 120 days from the Proposal Due Date.
22. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Thanking You,

Yours Sincerely,

For and on behalf of : (name of the Bidder [Single entity / Lead Consortium Member] and the Company Seal)

Signature : (Authorised Representative & Signatory)

Name of the Person :

Designation :

APPENDIX-2 (VOLUME-III): FORMAT FOR DETAILS OF BIDDER

(To be submitted on the letterhead of single applicant or lead member in case of consortium)

1.
 - a) Name:
 - b) Category of Applicant (Single Bidder/ Consortium):
 - c) Legal Status (Trust/ Society/ Company):
 - d) Country of incorporation:
 - e) Date of incorporation and/ or commencement of business:
 - f) Address of the corporate headquarters and its branch office(s), if any, in India:

2. Brief description of the Bidder including details of its ownership structure, background of promoters, management structure, main lines of business and proposed role and responsibilities in this Project[s]:

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

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

Note:

- a) In case of consortium, Information above (1-4) shall be submitted for all the members of consortium
- b) Bidder/ each member (in case of consortium) shall submit
 - (i) Certified copy of certification of Registration/ Incorporation in the support of legal status of their organisation
 - (ii) Memorandum of Association (MoA) and Article of Association (AoA)/ Trust deed as applicable to its legal status

APPENDIX-3 (VOLUME-I): FORMAT FOR POWER OF ATTORNEY FOR BID SIGNATORY

(To be executed on Non-Judicial Stamp Paper of Rs.100 and duly notarised. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarized in the jurisdiction where the undertaking is being issued.)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name),son/daughter/wife ofand presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of , as our true and lawful attorney (hereinafter referred 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 application for the qualification and submission of bid for **Modernization, Operation, and Management of parking at AIIMS on PPP basis** (hereinafter referred to as **“Project”**) proposed or being developed by the All India Institute of Medical Sciences, New Delhi (hereinafter referred as the **“Authority”**) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the License Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the License Agreement with the 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.

(Notarised)

Accepted

.....
(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *To be executed by the Single Applicant or the Lead Member in case of a Consortium as the case may be.*
- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

APPENDIX-4 (VOLUME-I): FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(To be executed on Non-Judicial Stamp Paper of Rs.100 and duly notarised. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarized in the jurisdiction where the undertaking is being issued.)

Whereas the All India Institute of Medical Science (AIIMS) through _____ (hereinafter referred as the “**Authority**”) has invited Proposals from interested parties for undertaking the **Modernization, Operation, and Management of Parking at AIIMS on PPP basis** (hereinafter referred to as the “**Project**”).

Whereas (*name of lead member*) and (*name of second member*) (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 (RFP) and other 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 bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, M/s (*name of first member*) having our registered office at, and M/s.(*name of second member*) having our registered office at, (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s. (*name of lead member*) 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 License/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 pre-qualification of the Consortium and submission of its proposal for the Project, including but not limited to signing and submission of all applications, 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 bid of the Consortium and generally to represent the Consortium in all its dealings with the 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 bid for the Project and/ or upon award thereof till the License Agreement is entered into with the 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:

- *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.*

- *Also, wherever required, the Applicant 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 Applicant.*

**APPENDIX-5 (VOLUME-III): FORMAT FOR MEMORANDUM OF UNDERSTANDING (MOU) IN
CASE OF CONSORTIUM**

*(On Non – judicial stamp paper of Rs 100/- if in India or such equivalent document duly attested by
Notary Public)*

This Memorandum of Understanding (MoU) entered into thisday of201_ at

Among

M/s, a, having its registered office at(hereinafter referred to as the Lead Member/First Part, which expression shall, unless repugnant to the context include its successors and permitted assigns)

And

M/s, a, having its registered office at (hereinafter referred to as the Other Consortium Member/Second Part, which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned Parties of the First and Second Part shall collectively be referred to as “the Parties” and individually as “the Party”

WHEREAS All India Institute of Medical Science, an autonomous institution established through an Act of Parliament, to serve as a nucleus for nurturing excellence in all aspect of health care (hereinafter referred as the “**Authority**”) has invited Request for Proposal No....., dated(the RFP) for qualification and shortlisting of bidders for selecting the Selected Bidder to undertake the **Modernization, Operation, Maintenance and Management of parking facilities at AIIMS_on PPP basis** (herein after called the “**Project**”)

AND WHEREAS 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

AND WHEREAS it is a necessary condition under the RFP document that the members of the Consortium shall enter into a Memorandum of Understanding (‘MoU’) and furnish a copy thereof with the Bid.

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/License Agreement.

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 Selected Bidder and awarded the Project, it shall incorporate a special purpose company (the “SPC/Licensee”) under the Companies Act, 1956, for executing the License Agreement with the Authority and for performing all its obligations as the Licensee in terms of the License Agreement executed with respect to 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 the end of Licence Period under the License Agreement when all the obligations of the Licensee shall become effective;
- (b) Party of the Second Part shall be the Technical Member of the Consortium;

5. Joint and Several Liabilities

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 and the License Agreement, till License Period for the Project under and in accordance with the License Agreement.

6. Shareholding in the Licensee/SPC

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

First Party:

Second Party:

- 6.2 The Parties undertake that a minimum of 51% (fifty one per cent) of the subscribed and paid up equity share capital of the Licensee shall, at all times commencing from the date of execution of the License Agreement until the expiry of the License Period, be held by the Lead Member and the Other member of the Consortium shall hold at least 26% (twenty six) of the subscribed

and paid up equity share capital of the Licensee for a period commencing from the date of execution of the License Agreement until the expiry of the License Period.

- 6.3 The Parties undertake that they shall collectively hold at least 100% (Hundred per cent) of the subscribed and paid up equity share capital of the License till the commencement of the commercial operation of the Project.
- 6.4 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the RFP and the License Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this MoU 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 MoU;
- (b) The execution, delivery and performance by such Party of this MoU 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 MoU for the delegation of power and authority to execute this MoU on behalf of the Consortium Member is annexed to this MoU, 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 MoU;

- (c) this MoU 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 fulfillment of its obligations under this MoU.

8. Termination

This MoU shall be effective from the date hereof and shall continue in full force and effect until the License Period for the Project under and in accordance with the License 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 MoU will stand terminated.

9. Miscellaneous

- 9.1 This MoU shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this MoU shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED
of
SECOND PART by:

SIGNED, SEALED AND DELIVERED For and on behalf
For and on behalf of LEAD MEMBER by:

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

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

In the presence of:

1.

2.

APPENDIX-6 (VOLUME-I): FORMAT FOR FINANCIAL CAPABILITY STATEMENT**(Of Single Entity Bidder/ Lead Member (in case of consortium))****NET WORTH:**

S. No.	Head	Rs./ Foreign Currency
1.	Paid up Share Capital	
2.	Reserves and Surplus	
3.	Subtotal (1+2)	
4	Revaluation reserve	
5	Goodwill	
6	Other intangible assets	
7	Miscellaneous expenditure to the extent not written off	
8	Sub total (4+5+6+7)	
9	Net worth (3 – 8)	

TURNOVER:

Financial Year	Turnover (in Rs. Crores)
2008-09	
2009-10	
2010-11	

Note: -

Single Entity Bidder / Lead member (in case of consortium):

1. Shall submit auditor's certificate specifying Net Worth (*calculated as per formula provided in clause 4.2.1*) and turnover of relevant financial years in support of financial capability
2. Shall submit certified copy of audited annual reports for the last three financial years ended on March 31, 2011. The annual report shall include, but not limited to;
 - a) Audited financial accounts including balance sheet, Profit and Loss accounts and cash flow statements
 - b) Unabridged Annual reports
 - c) Statement of accounting Policies

Financial Capability of the Single Entity or the Lead Member's parent company or its subsidiary (who are not members of the Consortium) shall not be considered.

APPENDIX-7 (VOLUME-I): FORMAT FOR TECHNICAL CAPABILITY (PROJECT EXPERIENCE)

Supporting Documents: Option I

- Work Order by clients for eligible assignments
- Certificate from clients for successful installation of eligible assignments

Supporting Documents: Option II

- Work Order by clients for eligible assignments
- Certificate of completion from clients in case of completed assignments
- Letter of Undertaking with technology provider

Note: -

1. Bidder shall submit details of project(s)/experience strictly along with supporting documents, photographs, accreditations, certifications etc. in support of technical capability

Envelope – B
Financial Proposal Formats

APPENDIX-8 : FORMAT FOR FINANCIAL PROPOSAL

(To be provided on the letterhead of the Single Entity Bidder or Lead Member in case of Consortium)

To,

**Superintending Engineer
Room No 201,
All India Institute of Medical Science
Ansari Nagar, New Delhi - 29**

Dated:

Dear Sir,

Sub: - Modernization, Operation and Management of Parking at AIIMS on Pubic Private Partnership basis.

Being duly authorised to represent and act on behalf _____ and having reviewed and fully understood all requirements of Proposal Submission provided in the RFP and subsequent clarification issued in relation to the Project, we hereby provide our Financial Proposal

Annual License Fee (in absolute terms)	
Total Amount In Lakhs (in Figures)	(In words)

*The Annual License Fee as quoted above shall be subject to an escalation at the rate of 5% per annum, with effect from the second year, during the License Period and shall be paid in accordance with the provisions of the License Agreement.

1. We confirm that we shall submit the Performance Security, Success Fee and the Project Development Fee in accordance with the terms of the RFP document and License Agreement in case the Project is awarded to us.
2. We are making this Proposal after taking into consideration all the terms and conditions stated in the RFP document, and after careful assessment of the site, all risks and contingencies and all other conditions that may affect the financial proposal.
3. We agree to keep our Proposal valid for 120 (One hundred and twenty) days from the due date of submission of proposal.
4. We confirm that the Financial Proposal conforms to all the terms and conditions stipulated in the Request for Proposal Document.

5. We confirm that our Financial Proposal is final in all respects and contains no conditions.
6. We confirm that in the event that two or more Bidder(s) have quoted same License Fee, Authority may invite fresh financial proposals only from Bidders having the same financial proposal or take any such measures as may be deemed fit in its sole discretion, including annulment of the Bidding Process.
7. We confirm that, the information submitted in our Financial Proposal is complete and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
8. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to prepare this Financial Proposal and as required to **Modernise, Operate and Manage Parking at AIIMS on Pubic Private Partnership basis** in the event that we are finally selected.

Thanking You,

Yours Sincerely,

For and on behalf of : (name of the Bidding Company / Lead Consortium Member and the Company Seal)

Signature : (Authorised Representative & Signatory)

Name of the Person :

Designation :

APPENDIX-9 : FORMAT FOR PROPOSAL (BID) SECURITY

(To be issued by a Nationalised/Scheduled Bank's having branch in Delhi on the stamp paper of appropriate value)

BG No.:

Dated:

1. In consideration of you, *****, 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 Bid of..... (a company registered under the Companies Act, 1956) and having its registered office at (and acting on behalf of its Consortium) (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 **Modernization, Operation and Management of Parking at AIIMS, "the Project"** on PPP basis (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 "Bidding Documents"), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 1 Lakh (Rupees One Lakh 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 Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by

reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 1 Lakh (Rupees One Lakh only)

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the 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 the 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 Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the 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, the Authority shall be entitled to treat the Bank as the principal debtor. The 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 Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the 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 the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the 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 the 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 the 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 the 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. 1 lakh(Rupees One Lakh only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days after the Bid Due Date)]

Signed and Delivered by Bank

By the hand of Mr./Ms....., itsauthorised official

Signature of the Authorised Signatory
(Official Seal)

APPENDIX-10: DRAFT LETTER OF INTENT

Ref. No: *****

Date: ***** **, ****

To

Tel: ; **Fax:**

E-Mail Address:

Kind Attn:

Ref: Modernization, Operation and Management of Parking at AIIMS under Private Public Partnership (PPP) (the '**Project**').

Sub: **Letter of Intent (LOI)**

Dear Sir,

1) Please have reference to your Technical and Financial Proposal (the '**Proposal**') submitted in accordance with & in response to the Request for Proposal document dated _____ and the corrigendum's thereto dated _____, (the '**RFP**') released by All India Institute of Medical Science (AIIMS), New Delhi ("**Authority**"), towards selection of a private service provider to modernize, operate and manage the existing parking areas and entry/exit movements of vehicles at AIIMS through Public Private Partnership (PPP).

For avoidance of doubt it is hereby clarified that unless otherwise referred hereunder or repugnant to the context or usage thereof, the capitalized terms used under this LOI shall have the meaning as respectively ascribed thereto under the RFP and/or the draft License Agreement to be executed in terms of the RFP and this LOI.

2) We are pleased to inform you that, pursuant to the evaluation of the Proposals, the (the '**Consortium/Single Applicant**'), with _____ as the Lead Member of the Consortium, has been identified as the Highest Bidder in terms of the RFP. Accordingly you are requested to make a pilot demonstration of sample equipments, on _____ 2011_ on or before

____, at your cost and expense and in accordance with the output parameters and technical specifications laid down in Schedule I of the draft License Agreement. The Pilot Demonstration will be carried out, at Gate No _____ of the of the AIIMS premises.

- 3) The Pilot Demonstration shall be evaluated by a Technical Committee (**‘Technical Committee’**) comprising of Authority’s representative, external experts as may be nominated by the Authority and representative from Urban Mass Transit Corporation (UMTC).
- 4) In case the Pilot Demonstration is not found by the Technical Committee to be in line with the output parameters and the technical specifications as prescribed, the Authority may at its sole discretion allow the Highest Bidder to rectify to the satisfaction of the Authority, the deficiencies observed by the Technical Committee, within 2 days of Pilot Demonstration.
- 5) In case, the Highest Bidder, having being notified of the deficiencies, fails to rectify the deficiencies with the period mentioned in clause 4 above, the Authority shall be entitled to treat your Proposal as rejected and this Letter of Intent shall automatically stand cancelled and the Authority shall be entitled to to forfeit and appropriate the Bid Security of the Highest Bidder and deal with the Project as it may deem fit.
- 6) Post successful demonstration to the satisfaction of the Technical Committee, the Authority will issue a Letter of Award (LoA) to the Highest Bidder, identifying it as the “Selected Bidder”, for undertaking the implementation of the Project, subject always & exclusively to the terms hereof, the RFP and the License Agreement to be executed as per the terms of the RFP and this LOI.
- 7) It may kindly be noted that in the event you fail to perform the Pilot Demonstration at the date and time prescribed above, we shall in addition to all other rights and remedies that may be available to us under the provisions of the RFP and the Applicable Laws, shall be at absolute liberty and freedom to disqualify you and treat your Proposal as rejected and this Letter of Intent shall forthwith stand automatically withdrawn and cancelled and deal with the referred Project as we may deem fit in our sole and absolute discretion. be entitled to forfeit the Bid Security of the Highest Bidder and invite the next highest bidder or annul the bidding process, as the case may be.
- 8) In any case the Highest Bidder (or any person claiming under it) shall have no claim or demand against the Authority any other department or any advisors thereof, of any nature whatsoever. Further, under any circumstances, the Authority shall not be liable or responsible to the Highest Bidder, to any other entity whomsoever, for any loss of business, business competition, loss of investment, or any other loss or damage, costs or expenses, for any reason whatsoever. The Highest Bidder (or any person claiming under it) shall not be entitled to claim any direct or indirect damages, costs, expenses for loss of business, loss of investment etc., upon rejection of its Proposal or cancellation/revocation of this Lol, howsoever and whatsoever caused.

- 9) Without prejudice to anything stated in this Lol and/or the RFP, you are hereby requested to return the duplicate copy of this Letter of Intent within three (3) days from the date of this Letter of Intent, as a token of the receipt & acknowledgement of this Lol as well as an absolute, unconditional & unqualified acceptance and compliance of the conditions mentioned hereunder.

Thanking You

For & on behalf of AIIMS, New Delhi

AGREED, ACKNOWLEDGED & ACCEPTED BY

We, the Consortium/Single Applicant (the 'Highest Bidder), duly represented by (the 'Lead Member'), , do hereby unconditionally and unequivocally accept the LOI and undertake to absolutely and unconditionally comply with the terms and conditions contained herein.

SIGNATURE: *****

NAME OF AUTHORIZED. SIGNATORY:

DESIGNATION: (the 'Lead Member/ Single Applicant')

APPENDIX-11: FORMAT FOR DRAFT LETTER OF AWARD**Ref. No:** *******Date:** ***** **, ******To****The****Tel:** ; **Fax:****E-Mail Address:****Kind Attn:****Ref:** Modernization, Operation and Management of Parking at AIIMS under Private Public Partnership (PPP). (The '**Project**')**Sub:** **Letter of Award (LoA)**

Dear Sir,

- 1)** This is with reference to your Proposal dated ___(Proposal) submitted in accordance with & in response to the Request for Proposal document dated _____ and the corrigendum's thereto dated _____, (the '**RFP**') released by All India Institute of Medical Science (AIIMS), New Delhi ("**Authority**"), towards selection of a private service provider for the Project and the Pilot Demonstration carried out by yourself in terms of the RFP and the letter of intent (**LOI**) dated ___, issued by the Authority .

For avoidance of doubt it is hereby clarified that unless otherwise referred hereunder or repugnant to the context or usage thereof, the capitalized terms used under this LoA shall have the meaning as respectively ascribed thereto under the RFP and/or the draft License Agreement to be executed in terms of the RFP and this LoA

- 2)** We are pleased to inform you that, pursuant to the Pilot Demonstration, the Consortium (the '**Consortium**'), with _____ as the Lead Member of the Consortium/ Single Applicant, has been identified as the Selected Bidder for undertaking the implementation of the Project, subject always & exclusively to the terms hereof, the RFP and the License Agreement to be executed as per the terms of the RFP and this LOA.
- 3)** Further, this LOA also hereby intends to convey the acceptance of your said Proposal, inter-alia, along with the offered Highest Annual License Fee of INR. /- _____(Rupees) plus

applicable taxes to the All India Institute of Medical Science (AIIMS) , New Delhi (“**the Authority**”), subject always & exclusively to the terms & conditions specified in the RFP, this LOA and conditions set out in License Agreement to be executed as per terms of the RFP and this LOA.

- 4) It is hereby understood and, for abundant clarity, reiterated that as per your Financial Proposal the Annual License Fee payable to the Authority in the first year of the License Period as per terms of the RFP and this LOA, is INR. /-(Rupees) plus applicable taxes. The Annual License Fee for the remaining years shall be subject to an annual escalation at the rate of 5% of the Annual License Fee paid in the preceding year. The Annual License Fee shall be paid in accordance with the terms of the License Agreement.
- 5) Further, as per the terms of the RFP, you are requested to comply with and fulfill the following terms and conditions within within 14 (fourteen) days from the date of this LoA and in the manner as prescribed hereunder:
 - (a) Incorporate a Special purpose company (SPC) under the provision of Companies Act 1956, with the equity shareholding as prescribed in the RFP, to act as the Licensee for executing the License Agreement and implementing the Project in accordance with the terms thereof. *(applicable in case of a Consortium)*
 - (b) submit, an unconditional and irrevocable Bank Guarantee of an amount equivalent to Rs. 10 Lakhs/- (Rupees Ten Lakhs only) in favour of All India Institute of Medical Science, from a scheduled commercial bank acceptable to AIIMS payable and enforceable in New Delhi towards the **Performance Security** in the form as set forth in ‘**Schedule II**’ of the RFP;
 - (c) submit a Demand Draft in favour of Urban Mass Transit Company Limited for an amount equivalent to Rs.20 Lakhs (Rupees Twenty Lakhs only), plus applicable taxes, payable at New Delhi towards the non refundable and irrevocable payment of **Success Fee**; and
 - (d) submit a Demand Draft in favour of All India Institute of Medical Science, an amount equivalent to Rs.12.5 Lakhs (Rupees Twelve Lakhs and Fifty thousand only), plus applicable taxes, payable at New Delhi towards the non refundable and irrevocable payment of **Project Development Fee**; and
 - (e) Submit a copy of the binding Agreement executed with the equipment supplier/manufacturer as mentioned in the Letter of Undertaking and as detailed in clause 4.2.2 B. of the RFP Vol I (Instructions to Bidders) *(if applicable)*
- 6) After absolute & unconditional fulfilment of the conditions mentioned hereinabove and in addition thereof, you are requested to also execute and /or cause execution of the License Agreement with the Authority, in the format attached as Volume II.

- 7) In addition to the above, you shall, throughout the License Period, be under an obligation to unconditionally comply and ensure unconditional compliance by the Licensee, as the case may be, with all the requirements of the RFP as well as the terms of the License Agreement
- 8) It may also be noted that in the event of any failure to comply with any one or more of the terms and conditions mentioned in this LoA and/or the RFP document within the time and in accordance with the manner prescribed therefor, including without limitation the acceptance of this LoA, the Authority shall, in addition to all other rights and remedies that may be available to it under the provisions of the RFP, this LoA, law and equity or otherwise, at its absolute discretion be entitled to treat your Bid as rejected and unilaterally cancel/revoke this LoA and deal with the captioned Project as it may deem fit in our sole and absolute discretion.

In such an event the Selected Bidder (or any person claiming under it) shall have no claim or demand against the Authority (or any of their Affiliates), of any nature whatsoever. Further, under any circumstances, the Authority (or any of their Affiliates), shall not be liable or responsible to the Selected Bidder or to any other entity whomsoever, for any loss of business, business competition, loss of investment, or any other loss or damage, costs or expenses, for any reason whatsoever. The Selected Bidder (or any person claiming under it) shall not be entitled to claim any direct or indirect damages, costs, expenses for loss of business, loss of investment etc., upon rejection of its Proposal or cancellation/revocation of this LoA, howsoever and whatsoever caused.

- 9) The Selected Bidder shall indemnify and keep indemnified the Authority, (or any of their Affiliates), its respective directors, consultants, contractors, officers, employees and/or agents, against all claims and loss, that they may suffer/ sustain or are likely to suffer/ sustain, due to or in relation to all/ any acts and omissions of the Selected Bidder, its employees, staff, personnel etc, pursuant to or in relation to this LoA, the RFP or the License Agreement.
- 10) Notwithstanding anything to the contrary contained hereinabove, the arbitration clause hereunder shall be a final and binding agreement between the Authority and the Selected Bidder and shall survive the cancellation/ revocation /annulment of this LoA:
- (i) Any and all disputes controversy or claim, relating to or arising out of the LoA or the rights and obligations of the Authority and the Selected Bidder, under this LoA, including but not limited to validity, interpretation, scope, effect, termination of the terms contained in this LoA, shall be settled by arbitration by a sole arbitrator to be appointed by the Authority or his nominee within thirty (30) days after receipt of a request for appointment of arbitrator, which notice should contain all information regarding the dispute(s) between the parties.
 - (ii) The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 as amended. The venue of arbitration shall be at New Delhi, India and it shall be conducted in the English language.

(iii) The arbitral award shall be in writing, state the reasons for the award and be final and binding on the Authority and the Selected Bidder. The award may include an award of costs, including reasonable attorney’s fees and disbursements.

- 11) The LOA shall be governed by the laws of India and in relation to all matters arising out or relating to this LoA, the courts at New Delhi, India shall have exclusive jurisdiction.
- 12) It may additionally be noted that this LoA by itself does not create any rights or contractual relationship with the Authority or casts any corresponding obligation with respect to the Project or otherwise on the Authority. Any such right or relationship shall come into effect only upon your unconditional compliance with terms conditions set out herein and the execution of License Agreement as per term hereof and the RFP.
- 13) Without prejudice to anything stated in this LoA and/or the RFP, you are hereby requested to return the duplicate copy of this Letter of Award seven (2) days from the date of this Letter of Award, as a token of the receipt & acknowledgement of this LoA as well as an absolute, unconditional & unqualified acceptance and compliance of the conditions mentioned hereunder.

Thanking You

For & on behalf of AIIMS

AGREED, ACKNOWLEDGED & ACCEPTED BY

We, the Single Applicant / Consortium of _____ (the ‘Selected Bidder’), duly represented by (the ‘Lead Member’), do hereby unconditionally and unequivocally accept the LoA and undertake to absolutely and unconditionally comply with the terms and conditions contained herein.

SIGNATURE: *****

NAME OF AUTHORIZED. SIGNATORY:

DESIGNATION: (the 'Single Applicant/**Lead Member**')