

(For Sale / Website)

A GOLDEN OPPORTUNITY IN THE HEART OF DELHI

(Space for photo)

Notice Inviting Tender for Allotment of Cup & Saucer Restaurant, on License Fee Basis

Sealed bids are invited by the Remunerative Projects Cell ("RP Cell") of the North Delhi Municipal Corporation ("NDMC") under two bid system (Envelope-1 containing technical bid / documents & Form-I, Envelope-2 containing financial bid in Form-II) **in prescribed Tender Forms (Form-I and Form-II)** for allotment of Cup & Saucer Restaurant, ("Site") **on license fee basis for a period of 5 years on 'as is where is' basis**. The said restaurant is situated adjacent to Minto Road, New Delhi. It is an ideal place for restaurant.

I. The salient conditions of the tender for allotment on license basis are as under:-

1. The allotment will be made for a period of 5 years. It may be noted that this Site shall never be a subject of conversion to lease/freehold etc. under any circumstance.
2. The reserved minimum license fee is Rs.14,40,000/- (Rupees Fourteen Lakh Forty Thousand only) per month ("MLF"). The bid by a bidder has to be above the aforesaid MLF.
3. The Earnest Money Deposit ("EMD") to be deposited by the Bidder is Rs. 45,00,000/- (Rupees Forty Five Lakhs only). The EMD must be paid by the bidder by way of a bank draft / local pay. order drawn in favour of 'Commissioner, North Delhi Municipal Corporation of Delhi' along with tender form and should be enclosed along with technical bid itself. The said EMD shall be adjusted with the security deposit in case of the successful bidder.
4. The bidder having yearly business turnover of Rs. 5,00,00,000/- (Rupees Five Crores only) and above and having profit in each of the last three years is eligible for taking part in the tender. The said turnover and profit shall be solely with respect to the restaurant business and not with respect to any other business. The bidders should have PAN and TAN and should be registered with Sales Tax and Service Tax Departments etc. The bidders who have not cleared any past dues of NDMC, or who have been blacklisted by any government body are not eligible to participate in the bid.

5. In case of consortium bidding for the license, not more than three members are allowed for such participating consortium. A lead member shall be nominated from the consortium and at all times, the lead member should have atleast 51% (fifty one percent) shareholding of the consortium. The consortium members should have also executed a memorandum of understanding which should contain well defined roles and responsibilities of each of the constituting members of the consortium. The consortium members shall execute a power of attorney in favour of the lead member to submit the bid and to execute the license agreement as per the form provided herein. The lead member shall be responsible for all the acts and undertakings of the other consortium members.
6. No change of the individual, proprietorship, or constituents of the partnership, consortium or bidding company shall be made without the prior permission of the Commissioner, NDMC. Provided, the Commissioner, NDMC may in certain exceptional circumstances such as death of one of the Partners/Directors/Proprietor, allow for such change in case of a partnership firm or consortium provided the replacing person has legal right to replace such a person.
- Additionally, any transfer of the equity share capital of the company shall be after the prior written approval of Commissioner, NDMC. However it is further clarified that majority share holding will have to be with the Lead partner of the consortium.
7. There should not be common members in competing consortiums. Competing consortiums or competing bidders having any direct or indirect relationship including but not limited to having common directors, common partners, common shareholders, common authorised signatories or common advisors shall be disqualified.
8. The intending bidders are advised to inspect the Site and surrounding areas before filing their bids. It is also presumed that the bidders have acquainted themselves and are fully aware of all local conditions. No dispute regarding position, area and condition of the Site and surrounding areas will be entertained after filing the bids. The premises can be inspected during normal working hours by the bidders themselves or by contracting the office of the Administrative Officer (RP Cell)/NDMC, RP Cell, NDMC whose office is situated at 16th floor, Civic Centre, J.N Marg, New Delhi or the office of the Dy. Commissioner, City Zone situated at Underground Parking, Opp. Delite Cinema, Asaf Ali Road, New Delhi. Their phone numbers are 23226602 & 23226610 respectively.
9. The bidder should sign on each page of the bid. Since dual tender system is being adopted (technical & financial), it may also be noted that financial bid shall not be opened in case of those bidders whose technical bid is not accepted / approved. Conditional bids and bids

without EMD shall be summarily rejected. There should be no correction / overwriting / alteration in the Financial Bid and such bids shall be summarily rejected.

10. The technical bid and the financial bid should be in separate envelopes and properly sealed.

On each sealed envelope the name of the tender and the site as well as the name and address of the bidder should be clearly mentioned. Unsealed tender will be rejected summarily.

Each envelop must be suitably super scribed "Technical Bid" and "Financial Bid".

11. No bidder shall be permitted to withdraw, surrender or modify his bid on any ground whatsoever. Change in neither name of bidder nor any conditions in the bid will be allowed under any circumstances. In the event of any discrepancy between words and figures, the amount in words shall prevail. Withdrawal or surrender of bid shall lead to forfeiture of the amount of EMD. This shall be without prejudice to other rights or remedies that may be available to NDMC.

12. The EMDs of all unsuccessful Bidders (other than such Bidders whose Bids have been rejected on ground amounting to forfeiture of the EMDs) will be refunded, without any interest, after the offer letter has been accepted by the successful Bidder and the intimation thereof has been received by the NDMC as soon as possible but not later than [one] month from the date of acceptance.

13. The EMD shall not carry any interest on any account whatsoever.

14. The successful Bidder will be intimated about the acceptance of his/its Bid. Hence, no enquiry in this regard need be made. Canvassing in any form shall invite disqualification from the bidding process.

15. Bidders should note that:-

- (I) if they withdraw their Bid after their technical Bid has been accepted, or
- (II) in case successful bidder fails to execute the License Agreement within 15 (fifteen) days from the date of receipt of the offer letter from the NDMC,
- (III) if they conceal any material information or make incorrect and misleading statements or misrepresent facts in their Bid, or
- (IV) Try to influence NDMC or any of its officials in relation to the evaluation of Bids, NDMC shall have the right to forfeit their EMD and blacklist them from participating in any future tenders issued by NDMC.

16. Bids should remain valid for a period of 90 (Ninety) days from opening of the price bid.

17. In exceptional circumstances and at its sole discretion, NDMC may allow an extension of the bid validity period. The request and the responses thereto shall be made in writing (or by E-mail or fax). The validity of EMD provided shall also be suitably extended. Bidder's

request for extension can however be refused without the EMD being forfeited. A Bidder whose request has been accepted shall not, however, be permitted to modify his bid.

18. Bids must be received by NDMC at the address specified not later than the time and date as specified in the schedule below. In the event of such date being declared a holiday, such date and time would be extended to the next business day.

19. NDMC may, at its sole discretion, extend the last date and time for submission of the bid and amend the Tender by amending the Tender documents. In such a case, all rights and obligations of NDMC and Bidders previously subject to the last date and time will thereafter be subject to the extended date and time.

20. During evaluation of Bids, NDMC may, at its discretion, ask a Bidder for further clarifications and/or information. The request for clarification and the response thereto shall only be in writing. The Bidder shall have to reply to the clarification within 7 Business Days from the date of receipt of the request failing which the Bid of such a Bidder shall be rejected and NDMC shall have the right to forfeit the EMD of such Bidder.

21. NDMC will scrutinize all Bids to determine whether or not (a) the Bids are complete, (b) computational errors have been made, (c) the required EMD has been furnished, (d) the documents have been properly signed, and (e) the Bids are generally in order.

Bids from representatives, without the tender fee and proper authorization from Bidders shall be treated as non-responsive and shall be rejected.

22. In event of the highest bidder is disqualified or on account of any reason, the NDMC may call the second highest bidder and may give the offer letter for the license to such bidder provided, the second bidder matches the amount quoted by the highest bidder and deposits the EMD (if not already refunded by the NDMC) within with a period of 15 (fifteen) days from the intimation in writing by NDMC.

23. No Bidder shall contact NDMC or any of its officials on any matter relating to any Bid from the last date for submission of the bid till the issue of the offer letter to the successful bidder.

24. The technical bid in addition to Form-1 and EMD must at least contain the following details / documents duly certified by the director or authorised person, as applicable:

- a) Name(s), complete address(es), correspondence address(es) and contact numbers of the bidder;
- b) Names and addresses of all the persons – members, partners or directors in case the bidder is AOP, Partnership firm or Company;
- c) Names and addresses of all partnership firms and companies in which bidder being the individual / members of AOP are partners / directors as the case may be (in case of directorship, DIN – Director Identification Number of the person must also be quoted);

- d) Shareholding pattern of each of the companies bidding either individually or as a part of a consortium.
- e) Bank name and branch of the bidder (enclose a copy of blank cheque or a cancelled cheque along with a photocopy of the passbook / bank statement as proof thereof);
- f) Copies of Profit & Loss account and Balance Sheet of the bidder for the last 3 financial years certified by the Chartered Accountant;
- g) A certificate from the auditor stating the turnover of last three years in the hotel, restaurant and similar business
- h) A declaration by way of an affidavit that bidder and any entity as in (b) & (c) are never barred, disqualified or blacklisted by NDMC or erstwhile Municipal Corporation of Delhi;
- i) A declaration by way of an affidavit giving details of any pending litigation with the Municipal Corporation of Delhi or NDMC vis-a-vis the bidder and any entity as in (b) & (c);
- j) It is expected that the bidder shall have experience of at least 3 years in hospitality business or running / managing eateries or restaurant (s) or indoor/outdoor catering. Any documentary evidence duly certified by the bidder showing the aforesaid proof of experience;
- k) Affidavit in the form provided in **Annexure A** hereof.
- l) Memorandum of Understanding in case of consortiums which should among other things include the constituting shareholding and obligations of each constituent.
- m) Power of Attorney in favour of the lead member to submit the tender document and for giving the authority to execute the license agreement on behalf of all the consortium members in the form provided in **Annexure B** hereof.
- n) A write up / proposal to furnish, refurbish and run the Site for the stated purpose;
- o) Any other document that a bidder may deem fit to establish his credentials and technical competence for the purpose of running 'Cup and Saucer Restaurant'.

25. The Financial bids of only those bidders whose technical bids have been accepted by NDMC will be opened and considered. Acceptance of the technical bid shall be based on the information furnished and evidences enclosed in support of various claims made by the bidder in the technical bid (as indicated at 23 above) and shall be subject to satisfaction of the NDMC's Tender Committee for which the Committee shall have parameters and evaluation criteria mentioned herein. The highest financial bidder, subject to all other qualifications and the technical bid being qualified, will be declared successful and considered for award of the license. The confirmation of the successful bidder shall be the sole discretion of the Commissioner, NDMC who does not himself bind to confirm the highest financial bidder and reserves to himself the right to reject all or any of the bids without assigning any reason.

26. The bidder shall keep his offer valid for at least a period of 90 (ninety) days from the date of opening of the financial bid. The validity of bid may be extended with the consent of the bidder.
27. NDMC reserves the right to cancel the tender at any stage either before or after the allotment with or without assigning any reason whatsoever and without payment of any damages, if any, whatsoever to the bidders / successful bidders on administrative ground or in larger public interest
28. Soliciting favours canvassing or attempting to influence the bid in the tendering process in any manner / form will disqualify the bidder and such bids will be rejected summarily.
29. Any effort by a Bidder to influence NDMC or any of its officials in relation to NDMC's bid evaluation, bid comparison or contract award decisions shall result in rejection of such Bidder's bid and forfeiture of the EMD and such other action as NDMC may at its discretion determine.
30. Any postal delay or loss in transit will not bind NDMC.
31. Evaluation of Bids would be in accordance with the provisions of law.
32. In case of dispute between NDMC and any Bidder the decision of Commissioner NDMC will be final subject to concerned Bidder being given a hearing before taking any decision.
33. Offer letter will be sent to the successful bidder who shall send an acceptance of said offer complying to the relevant conditions laid down in the offer letter within 10 days of the said offer letter. The successful bidder may be handed over the Site (Cup & Saucer Restaurant) pending signing of the license agreement which should be signed within one month of the receipt of the acceptance letter of the license with the Administrative Officer (RP Cell)/NDMC, R.P. Cell, NDMC.
34. The execution of the License Agreement shall constitute the formation of a valid contract.
35. License period will commence from the date 'Cup & Saucer Restaurant' is handed over to the successful bidder / licensee. However, to undertake the renovation and refurbishment of the Site, the licensee shall be provided a free license period of upto two months or till the date of commencement of business, whichever is earlier. Free license period means the licensee will be exempted from the payment of the license fee.
36. The licensee cannot transfer the license or the operation of "Cup & Saucer Restaurant" to any other person.
37. If the bid is not accepted, the EMD will be refunded within 3 months of opening of the financial bids without any interest. Such bidders shall have to collect the same in person from the office of Administrative Officer, R.P.Cell, NDMC.

38. It shall be deemed that by submitting a Bid that the Bidder has:

- (i) Made a complete and careful examination of the Bid Document;
- (ii) Received all relevant information requested from the NDMC;
- (iii) Satisfied itself about the condition of the Site as of the date of the submission of the bid.
- (iv) Satisfied itself about all matters, things and information with respect to the Site hereinabove necessary and required for submitting an informed Bid, execution of License Agreement in accordance with the Bid Document and performance of all of its obligations there under;
- (v) Acknowledged and represented that it does not have a Conflict of Interest, and
- (vi) Agreed to be bound by the undertakings provided by it under and in terms hereof

39. At any time prior to the last date of submission of the bids, NDMC may, for any reason, whether at its own initiative or in responses to clarifications request by any an Bidder, modify the Tender by the issuance of an Addenda. Any Addendum thus issued will be sent in writing to all those who have purchased the Tender. The information would also be available on the website. In order to facilitate the Bidder reasonable time for taking an Addendum into account, or for any reason, the Authority may, in its own discretion, may extend the last date of submission of the bids.

40. The tender forms can be obtained from the office of the Administrative Officer, R.P. Cell, 16th floor, Civic Centre, JLN Marg, New Delhi, from _____ at 11.00 AM to _____ upto 2.00 PM on working days against payment of non-refundable amount of Rs.5,000/- (Rupees Five Thousand only) in the form of a Demand Draft, in favour of Commissioner, NDMC payable at Delhi as tender fee. The bid form can also be downloaded from NDMC's website i.e www.ndmconline.gov.in and in such cases the cost of which shall have to be deposited alongwith the bid before its submission. The bid will not be accepted if the said amount is not paid.

41. A sample license agreement is enclosed with this tender document and NDMC reserves the right to amend and modify this sample license agreement to be signed as agreement between NDMC and the licensee. Intending bidders are advised to go through this NIT, the sample license agreement and the prescribed tender forms together and alongwith the DMC Act and any other law in force that may be relevant for this tender and for running of the Site on license basis.

42. **Disclaimer-** The information contained and the terms and conditions set out in this document or elsewhere provided to intending bidders is not an agreement / offer to any party. The purpose of this document does not purport to contain all information to assist in

the formulation of bids. It is not possible for NDMC to consider the investment objectives, financial situation and particular need(s) of a bidder. Each bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this document and obtain independent information and advice from appropriate sources. NDMC does not make any representation / warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document. NDMC may in its absolute discretion, but without being under any obligation to do so update, amend or supplement the information in this document.

II. Schedule of dates and venue for the tender is as follows:-

1	Date of start of sale of tender documents	
2	Date and time of close of sale of tender documents	
3	Date of start of receipt of bids	
4	Last date and time for receipt of bids	
5	Date and time for opening of bid	
	a) Technical Bid	
	b) Financial Bid	
6	Venue for all above 1 to 5	

Any change in above, if made, shall be notified on the NDMC website www.mcdonline.org.in. It will not be possible for NDMC to inform the bidders individually of any changes in the schedule.

Administrative Officer (R.P.Cell)/NDMC

Copy to:-

- 1) OSD(RP Cell)/NDMC
- 2) DCA(HQ)
- 3) DLO(HQ)/NDMC
- 4) AC(L&E)/NDMC
- 5) AJO(L&E)/NDMC

(With request to make it convenient to attend the pre-bid meeting and for opening of tenders as per scheduled date & time)

Copy:-

- 1) Director (P&I) with request for publication of the NIT in three leading news papers;
- 2) Chief Director (IT) with request for uploading it along with the sample license agreement and the Tender Form on MCD website as a public notice in a downloadable format with access to all.

Copy:-

- 1) DCs of Zones with request for display on the notice boards in their offices;
- 2) Notice Board

Copy for information to:-

- 1) Hon'ble Mayor
- 2) Chairman Standing Committee
- 3) Leader of the House
- 4) Leader of the Opposition
- 5) Commissioner, NDMC
- 6) Addl. Commissioner
- 7) CA-cum-FA
- 8) E-in-C
- 9) Dir. of Vigilance

Administrative Officer (R.P. Cell)/NDMC

III. Application Forms for Technical and Financial Bids

Form-1 (for technical bid)

Tender Form No: _____

Cost: Rs. 5,000/- (includes cost of both financial and technical bid forms)

North Delhi Municipal Corporation Remunerative Projects Cell

To

The Commissioner,
North Delhi Municipal Corporation,
Civic Centre, Delhi.

Sub:- Tender for allotment of 'Cup & Saucer Restaurant' at Minto Road, New Delhi on licence fees basis.

Sir,

With reference to your advertisement inviting tenders for allotment of 'Cup & Saucer Restaurant' on licence fee basis for 5 years, I/we tender as under:-

1. Details of enclosed Bank Draft in favour of Commissioner, NDMC, representing earnest Money deposit, (Rs. 45,00,000/-)
(a) Name of Bank & address _____
(b) Number & date of bank draft _____
(c) Amount of Bank draft _____
2. In case tender form is downloaded from NDMC's website details of Draft towards cost of tender form (Rs. 5,000/-)
(a) Name of Bank & address _____
(b) Number & date of bank draft _____
(c) Amount of Bank draft _____
3. Particulars of tenderers in case of individuals
(a) Name of the applicant _____
(In Block Letters)
(b) Age _____
(c) Father's Name _____
(d) Complete address for communication (with proof) _____
(e) Permanent residential address _____
(f) Telephone No. & Mobile No. _____
(g) E-mail ID _____
(h) PAN/TAN _____
4. In case of firm / Company / A.O.P.
(a) Name of the Firm / Company / A.O.P With PAN/TAN/Registration with Sales Tax, Service Tax Departments etc. _____
(b) Name of Proprietor / Partners / Director (In Block Letters) _____
(c) present address for communication (with proof) _____
(d) Permanent Address _____
(e) Telephone No. & Mobile No. _____
(f) E-mail ID _____
5. Copy of STCC certificate _____
6. Details of
(a) Business turn over (in hotel, restaurant and similar business) for the last 3 years as per duly Audited accounts (certificate from CA) _____
(b) Profit during the last 03 years as per IT Returns (certified from CA) _____
(c) Profit in hotel, restaurant and similar business) during the past 3(three) years (certified from CA) _____
7. Detailed terms and conditions and format of licence deed etc. duly signed by the tenderer in token of acceptance _____

8. Disclosure & documents as per para 23
of NIT for the purpose of technical bid
evaluation

I/We the undersigned being the tenderer, hereby give tender on my/our behalf / on behalf of the tenderer above named to the Municipal Corporation of Delhi for the grant of licence on monthly licence fee basis for the 'Cup & Saucer Restaurant' described above, under the terms and conditions of the licence tender of such rights which I/We have read and understood and hereby accept / which are acceptable to the tenderer (attached herewith). I/We -tenderer will pay the monthly licence fee regularly and complete the licence deed in the form enclosed in accordance with the said conditions.

(Signature of the Tenderer)

Name of the Tenderer _____

(in block letters)

Seal of the concerned (other than individual)

For Office Use Only

Bid accepted / rejected with reasons.

Tender Form No: _____

**North Delhi Municipal Corporation
Remunerative Projects Cell**

To
The Commissioner,
North Delhi Municipal Corporation
Civic Centre, Delhi.

Subj:- Tender for allotment of 'Cup & Saucer Restaurant, Minto Road', New Delhi on licence fees basis.

Sir,

With reference to your advertisement inviting tenders for allotment of 'Cup & Saucer Restaurant, Minto Road' on licence fee basis for 5 years, I/we tender as under:-

1. Tender form number : _____
2. Monthly licence fee offered
05 years (to be mentioned in round
figures in words) : _____
3. Any other additional offer that tender purpose: _____

I/we the undersigned being the tenderer, hereby give tender on my/our behalf/on behalf of the tenderer above named to the Municipal Corporation of Delhi for the grant of licence on monthly licence fee basis for the Cup & Saucer Restaurant described above, under the terms and conditions of the licence tender of such rights which I/We have read and understood and hereby accept / which are acceptable to the tenderer (attached with technical bid). I / We tenderer will pay the monthly licence fee regularly and complete the licence deed in the form enclosed in accordance with the said conditions.

(Signature of the Tenderer)
Name of the Tenderer _____
(in block letters)

Seal of the concerned (other than individual)

IV. ANNEXURE A

FORM OF AFFIDAVIT

I, _____, son/daughter/wife of _____, resident of _____, Director / Partner / Proprietor of _____ M/s. _____ having its registered office at _____, do hereby solemnly declare and

affirm as under:-

1. that I/firm/company have/has the requisite licenses and approvals including license to operate restaurant.
2. that there has been no case / litigation whatsoever against me / firm / company or any other legal entity in which I/we have controlling share under Prevention of Food Adulteration Act, 1954 or any other law which restricts me / firm / company from operating food and beverage outlets and/ or to enter into the License Agreement.
3. that no penalty on account of failure of food samples/ unhygienic condition of restaurant has been levied on me / firm/ company or any other legal entity in which I/we have controlling share by any of local / Government Authority.
4. that I / firm / company am/ is financially sound to undertake such an Agreement.
5. That I / firm / company or any other legal entity in which I/we have controlling share has/ have never been barred from operating any F&B outlet anywhere in India by any agency / Govt. Department.
6. That I / we understand and agree that the licence period term of licence of _____ for which I am/ we are submitting our bids, is for a period of 5 (five) years as per the Bid Notice/Bid Documents and the period of licence is non-negotiable and will not be extended under any circumstance and agree that said issues may be processed for financial compensation, if any.
7. That in case I am/we are allotted the licensed premises, namely, _____, I/ we will hand over the vacant peaceful possession of the licensed premises immediately on expiry of term.
9. That in case I am/ we are allotted the licensed premises, namely, _____, I/ we shall peacefully hand over the vacant possession of the licensed premises on termination / cancellation / revocation of licence in accordance with the instructions issued by the licensor in this regard and seek resolution of dispute, if any, through financial compensation only.

10. That I / we undertake and agree that we shall not resort to any unauthorized use of the premises and shall confine the permitted activities within the specified area. We also understand and agree that for any violation of these conditions and / or for use of any area outside / beyond the licensed area, the licence agreement will result in summary cancellation / termination of licence agreement.
11. That I / we undertake and agree that the Licensor will have the right to revoke / cancel the Licence Agreement without any notice on violation of any terms & conditions of the bid document and / or Agreement.
12. That I / we agree and understand that I / we will have no authority to access the premises after the expiry / termination / revocation / cancellation of Licence Agreement.
13. That I/we undertake to pay the amounts as demanded by NDMC towards damage if caused to the licensed premises during the tenure of Agreement / on vacation. The amount towards damages shall be paid within three days from the date of Demand Note / Invoice.
14. That I/we or our other business entity where we had and / or still have controlling share, have not been barred from operating a restaurant on any account of food quality issues by concerned govt., authorities or have not been convicted for irregularities concerning restaurant under various statutes / rules / regulations / orders etc.
15. That I/we have read all the terms & conditions forming part of the Licence Agreement (Annexure-C) and agree to abide by them in entirety.

DEPONENT

VERIFICATION

Verified at Delhi on this _____ day of _____, 2013 that the contents of the above Affidavit are true and correct to my / our knowledge and no part is false and incorrect.

DEPONENT

V. ANNEXURE B

PERFORMA FOR FORM OF POWER OF ATTORNEY FOR APPOINTING LEAD MEMBER

(To be executed on Requisite Non-Judicial Stamp Paper of Rs.100/-)

KNOW ALL CONCERNED by these presents that we, ... [name of the individual/company/partnership firm], [a company incorporated under the Companies Act 1956], having its Registered Office at ...[Address of the individual/company/partnership firm] (hereinafter referred to as "**Applicant**");

WHEREAS the Applicant along with _____ and _____ (give name and registered office address) is forming a joint venture/consortium to submit Proposal in response to the Notice for Invitation to Tender for "**Allotment of Cup & Saucer Restaurant on License Basis**" ("**Project**") issued by the Remunerative Projects Cell, North Delhi Municipal Corporation ("**NDMC**") and is desirous of appointing an attorney for the purpose thereof.

Whereas the Applicant deems it expedient to appoint M/s. _____ (name of individual/Company/partnership firm, registered office address) as the Attorney of the Applicant.

NOW KNOW ALL MEN BY THESE PRESENTS, that _____[name of individual/company/partnership firm] do hereby nominate, constitute and appoint...[name the lead member company] as its true and lawful Attorney to do and execute all or any of the following acts, deeds and things for the Company in its name and on its behalf, that is to say:

To act as the Lead Member of the Joint Venture/Consortium for the Purposes of the Project;

In such capacity, to act as the Applicant's official representative for submitting the proposal for the Project and other relevant documents in connection therewith.

To sign all papers for all proposals, offers, Project documents, necessary documents, papers, applications, representations and correspondence necessary and proper for the purpose aforesaid;

To tender documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;

To sign and execute contracts relating to the Project, including variation and modification thereto;

To represent the Consortium of Firms at meetings, discussions, negotiations and presentations with NDMC, Government Authorities, Competent Authorities and other Project related entities;

To receive notices, instructions and information for and on behalf of the Company;

To do all such acts, deeds and things in the name and on behalf of the Company as necessary for the purpose aforesaid.

AND the Applicant hereby covenants with the said Attorney to ratify and confirm all and whatever the attorney may lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF the Company puts its hand and seal to this Power of Attorney on this .
[day, month & year]

The common seal of [name of the company] was
here unto affixed pursuant to a resolution passed at
the meeting of Committee of Directors held on the
_____ day of _____ in the presence of)
[name & designation of the person] and)
countersigned by [name & designation of the)
person] of the Company of [name of the company])

) The common seal of [name of the

R _____ [Individual/partnership firm]) [name & designation of the person])
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