

Development of Integrated Bus Terminal cum Commercial Complex at Heerapura, Jaipur



**Public Private Partnership on Design Build Finance Operate
and Transfer (DBFOT) Basis**

REQUEST FOR PROPOSALS VOLUME-I (INSTRUCTIONS TO BIDDERS)

September, 2017

Issued by:-

**RAJASTHAN STATE BUS TERMINAL DEVELOPMENT
AUTHORITY
Parivahan Bhawan, Sahkar Marg, Jaipur**

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DISCLAIMER

1. The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidders or any interested party, whether verbally or in documentary form by or on behalf of Rajasthan State Bus Terminal Development Authority (RSBTDA) or any of its representatives, employees, consultants or advisors is provided to Bidder(s) on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.
2. This RFP contains brief information about the project i.e. “Planning, Designing, Financing, Construction, Marketing, Operation and Maintenance of the proposed Development of Integrated Bus Terminal cum Commercial Complex at Heerapura, Jaipur on PPP format” (the “Project”) by a private participant, being the Preferred Bidder selected through a competitive bidding process. The purpose of this RFP is to provide the interested parties / Bidders with information that may be useful to them in the formulation of their Bids (including Price Bids) pursuant to this RFP and for no other purpose.
3. This RFP document is not an Agreement and is not an offer or invitation to an offer to any party. The RFP document merely provides information to Bidders creating no obligation whatsoever. The terms on which the Project is to be developed and the rights of the Preferred Bidder shall be set out in a separate Concession Agreement to be entered into between the Concessionaire and RSBTDA with Preferred Bidder as the confirming party. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons and it is not possible for RSBTDA and its employees, representatives, consultants or advisors to consider the investment objectives, financial situation and particular needs of each Bidder. Certain Bidders may have a better knowledge of the intricacies associated with the proposed Project than others. Each Bidder must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein that may appear in this RFP and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regimes which apply thereto and all matters pertinent to the proposed project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.
4. RSBTDA and its employees, representatives, consultants and advisors make no representation or warranty and shall incur no liability under the Law of Contract, the Principles of Restitution or unjust enrichment or otherwise for any loss, expense or damage, accuracy, reliability or completeness of

the RFP document, which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the Project, the information and any other information supplied by or on behalf of RSBTDA or its employees, any consultants or otherwise arising in any way from the selection process for the Project. Neither the information in this RFP nor any other written or oral information in relation to the bidding process for implementing the Project or otherwise is intended to form the basis of or the inducement for any investment activity or any decision to enter into any contract or arrangement in relation to the Project and should not be relied as such.

5. The RSBTDA and also its advisors / consultants / representatives/ employees accept 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.
6. The RSBTDA and also its advisors / consultants / representatives / employees may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, data, statements, assessment or assumptions contained in this RFP or change the evaluation or eligibility criteria at any time or annul the entire Bidding Process.
7. The issue of this RFP does not imply that RSBTDA is bound to select a Bidder or to appoint the Preferred Bidder, as the case may be, for the Project and RSBTDA reserves the right to reject all or any of the Bidders or Bids at any stage of the bidding process without assigning any reason whatsoever including the right to cancel or annul the bidding process at any time, without incurring any liability or being accountable to any person(s) in any manner whatsoever.
8. The possession or use of this RFP in any manner contrary to any law applicable in India is expressly prohibited. The Bidders shall themselves inform and shall observe any applicable legal requirement. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial or tax advice.
9. 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 the RSBTDA or any other costs incurred in connection with or relating to its Bid including costs relating to submission and maintenance of various fees, undertakings and guarantees required pursuant to this RFP and also any cost relating to updating, modifying or re-submitting its Bid pursuant to the RFP being updated, supplemented or amended by the RSBTDA. All such costs and

expenses will be incurred and borne by the Bidder and RSBTDA along with its advisors or consultants shall not be liable in any manner whatsoever for the same, regardless of the conduct or outcome of the bidding process.

10. This RFP and the information contained herein are for use by the person who downloads the document from the official website mentioned therein.
11. Mere submission of a responsive Bid does not ensure selection of the Bidder as Preferred Bidder.
12. The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award 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/ advisor/ representative of RSBTDA or to any other person in a position to influence the decision of the RSBTDA for showing any favour in relation to this RFP or any other contract, shall render the Bidder to such liability / penalty as the RSBTDA may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.
13. Laws of the Republic of India are applicable to this RFP.
14. The RFP is solely for the implementation of the Project to be undertaken in accordance with this RFP on the Project Site, the owner of which is and shall always be RSBTDA and the land shall always be deemed to be in the actual possession of RSBTDA exclusively. The Preferred Bidder shall only be authorised to make use of the land to implement the Project and the land on which the proposed Project is to be undertaken shall in no way be deemed to be transferred by any mode to the Preferred Bidder. Any attempt to transfer the land by any mode shall be treated as malfeasance and in that event the Concession Agreement shall be terminated forthwith without any notice and RSBTDA shall resume the land together with all structures and forfeit the Bid Security/Upfront Amount/Performance Guarantee without prejudice to any action admissible under the law.

NIT Published in Newspaper

1. INVITATION TO BIDS

To

Sir,

Rajasthan State Bus Terminal Development Authority (the “Authority” or “RSBTDA”) was incepted in 2015 by GoR for development of bus terminals at various places in the State with a view to provide world class infrastructure facilities for passengers/stakeholders. RSBTDA in consultation with the State Government has decided to develop a new Integrated Bus Terminal cum Commercial Complex as a green field project at Heerapura, Jaipur.

Jaipur Development Authority has allotted a land parcel of approximately 46,544.87 sqm which is a plain terrain but in an irregular shape. The earmarked site for the new bus terminal is located at about 3.0 km towards Ajmer from the junction of C-Zone bypass and Jaipur-Ajmer Road (NH 8) and is about 10 km from Jaipur Railway Station. The site lies at 11 km before the existing toll plaza on Jaipur-Ajmer stretch of NH 8 as one travels from Jaipur to Ajmer. The site has access through the service road from Jaipur-Ajmer stretch of NH 8. The service road is a two-lane undivided carriageway which merges with existing six-lane divided carriageway of NH8 just after 50 m from the service road. The Metro Station of Mansarovar is at a distance of about 3.0 km from the site.

1. Considering the location of the site as delineated above, development of a state-of-the-art bus terminal with all the modern passenger amenities will go a long way not only in resolving the problems presently being faced by passengers at the Sindhi Camp Bus Terminal but shall also provide for the requirements of stakeholders for the future. RSBTDA accordingly is issuing “Request for Proposal” (RFP) and inviting Technical and Price Bids from interested Bidders for the Design, Finance, Build, Operate, Manage and Maintain the Bus Terminal at Heerapura, Jaipur during the Concession Period and transfer the Project to RSBTDA after the expiry of Concession Period or earlier termination, as the case may be, as per terms of RFP. The project is proposed to be implemented on a Public Private Partnership (PPP) basis with a Concession Period of 32 years for (including construction period of twenty four months).
2. M/s PDCOR Ltd., a Joint Venture Company of Government of Rajasthan and IL&FS group (hereinafter referred to as “PDCOR”), has been appointed as Advisor to RSBTDA for Project Development, Project Structuring and Bid Process Management leading to selection of a developer to implement the Project.

3. Notice Inviting e-Bids

To implement the Project, RSBTDA invites e-Bids comprising Technical and Price Bid from interested Bidders for Planning, Designing, Financing, Constructing, Marketing including Operation and Maintenance of the proposed Integrated Bus Terminal cum Commercial Complex at Heerapura, Jaipur on PPP format. Details of e-Bids are as under:

Name & Address of procuring entity (the “Procuring Entity”)	Name: Secretary, Rajasthan State Bus Terminal Development Authority, Address: Parivahan Bhawan, Sahkar Marg, Jaipur 302005
Name & Address of Project Officer in-charge	Name: Shri Jagroop Singh Designation: Secretary, Rajasthan State Bus Terminal Development Authority, Jaipur Address: Parivahan Bhawan, Sahkar Marg, Jaipur 302005 Mobile No.: +91-9414019196 Phone No.: +91-141-5194653 Email: rsbtda22@gmail.com
Subject Matter of Procurement	Selection of a private developer for Planning, Designing, Financing, Constructing, Marketing and Operation & Maintenance of the proposed Integrated Bus Terminal cum Commercial Complex at Heerapura, Jaipur through a Special Purpose Company (the Concessionaire) on PPP mode. The Concessionaire shall be required to develop Bus Terminal which shall primarily comprise of the following: Part A: Bus Terminal Facilities This shall comprise of (i) Bus Terminal Elements (ii) Passenger Amenities (iii) RSBTDA Facilities (iv) Common Area and Supporting infrastructure Scope of Work for Bus Terminal Facilities is defined in Schedule-I of Draft Concession Agreement Vol II Part B: Commercial Complex (Commercial Facilities) Scope of Work for Commercial Complex (Commercial Facilities) is defined in Schedule-

	<p>II of Draft Concession Agreement Vol II.</p> <p>In lieu of grant of Concession, the developer shall have right to undertake development of commercial components as specified in Schedule-II of Draft Concession Agreement Vol II and shall demand, collect, retain and appropriate Premia through allotment of such commercial components on lease basis.</p>
Bid Procedure	Single-stage: Two-Cover open competitive e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Highest Additional Annual Premium quoted by a Bidder shall be the sole criterion for selection of Preferred Bidder.
Websites for downloading Bidding Document, Corrigendum / Addendum etc.	www.eproc.rajasthan.gov.in ; www.sppp.rajasthan.gov.in
Bidding Document Fee	Rs. 5,000/- (Rupees Five thousand only) to be remitted through Demand Draft in favour of “Secretary, Rajasthan State Bus Terminal Development Authority,” payable at Jaipur.
Bid Processing Fee	Rs. 1,000/- (Rupees one thousand only) to be remitted through Demand Draft in favour of “Managing Director, RISL” payable at Jaipur
Bid Security	Rs. 1.20 crore (Rupees one crore and twenty lakh only)
Mode of Payment for Bid Security Amount	Banker’s Cheque/Demand Draft or Bank Guarantee of a Scheduled Bank
Access to Bidding Document (Start/End Date)	<p>Start Date: 01.03.2018 at 10:00 AM</p> <p>End Date: 16.04.2018 at 2:00 PM</p>
Manner of Purchase of RFP and Submission of Bids	Online at eproc website: www.eproc.rajasthan.gov.in
Pre-bid Conference	<p>Venue: Conference Hall of office of Secretary, Rajasthan State Bus Terminal Development Authority, Parivahan Bhawan, Sahkar Marg, Jaipur 302005.</p> <p>3:00 PM on 23.03.2018</p>

Bid Due Date (last date for online submission of Bid)	3.00 PM on 16.04.2018
Last Date for submission of bank drafts towards cost of Bid document, RISL processing fee and original document for Bid Security.	3.00 PM on 17.04.2018 in the office of Secretary, Rajasthan State Bus Terminal Development Authority, Parivahan Bhawan, Sahkar Marg, Jaipur 302005.
Date / Time / Venue for Opening of Technical Bids	4.00 PM on 17.04.2018 at the office of Secretary, Rajasthan State Bus Terminal Development Authority, Parivahan Bhawan, Sahkar Marg, Jaipur 302005.
Date / Time / Place for Opening of Financial Bids	Will be intimated later only to the technically qualified Bidders
Bid Validity	120 days from the Bid Due Date
<p>Note:</p> <ol style="list-style-type: none"> 1) Bidder (authorised signatory) shall submit its offer online in electronic formats for technical qualifications as well as for financial proposals. However, original documents for Bidding Document cost, RISL processing fee and Bid Security should be submitted physically at the office of Procuring Entity as prescribed in Notice Inviting Bid (NIB) and scanned copy of each should also be uploaded along with the Technical Bid / cover. 2) In case, any of the Bidders fails to physically submit original documents towards cost of Bidding Document, RISL Processing fee and Bid Security, up to 3.00 PM on 17.04.2018 in the office of Secretary, Rajasthan State Bus Terminal Development Authority, Parivahan Bhawan, Sahkar Marg, Jaipur 302005, its Bid shall not be considered any further. 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate as per Information Technology Act, 2000 using which they can digitally sign their electronic Bids. Bidder can procure the same from any CCA approved certifying agency, i.e. TCS, safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also Bidders must register on www.eproc.rajasthan.gov.in (Bidders already registered on www.eproc.rajasthan.gov.in before 30-09-2011 must register again) 4) RSBTDA will not be responsible for delay in online submission due to any reason. For this, Bidders are requested to upload the complete 	

Bid well in time so as to avoid 11th hour issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.

- 5) Bidders are also advised to refer "Bidders Manual Kit" available at e-procurement website for further details about the e-Tendering process.
- 6) Training for the Bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by RISL on a regular basis. Bidders interested for training may contact e-Procurement Cell, RISL for booking the training slot.
Contact No. : 0141-4022688 (Help desk 10 am to 6 pm on all working days)
e-mail: eproc@rajasthan.gov.in
- 7) RSBTDA reserves the right to cancel the bid process and reject any or all of the Bids.
- 8) No contractual obligation whatsoever shall arise from the bidding document / bidding process unless and until a formal contract is signed and entered in to between the Procuring Entity, Concessionaire and the Preferred Bidder.
- 9) RSBTDA disclaims any factual / other errors in the bidding document (the onus is purely on the individual Bidders to verify such information) and the information provided therein is intended only to help the Bidders to prepare a logical Bid.
- 10) The provisions of Rajasthan Transparency in Public Procurement Act, 2012 and Rules thereto (the "RTPP Act") shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document and the RTPP Act, the later shall prevail.

4. The RFP documents comprise of the following:

Volume-I	1. Instructions to Bidders
	2. Annexures (Formats for Bid Submission)
Volume-II	Draft Concession Agreement & its Schedules

Note: A reference to the Feasibility Report for the Project can be made by contacting the office of Secretary, Rajasthan State Bus Terminal Development Authority, Parivahan Bhawan, Sahkar Marg, Jaipur 302005. It may, however, be clarified that the Feasibility Report is only for information of the Bidders and shall not form part of Bid document. The Authority assumes no responsibility for the information provided in the Feasibility Report.

5. The Bidder can be an individual entity or a Consortium of entities with a maximum of 3 (three) members including the Lead Member. The broad scope of work for Developer/Concessionaire includes planning, designing,

constructing, marketing, managing, operating, maintaining and transferring the proposed Integrated Bus Terminal cum Commercial Complex at Jaipur in accordance with the terms of the Concession Agreement. Scope of work and salient features of the proposed Project are given in RFP. The Concessionaire shall adhere to the specified specifications and performance standards as specified in RFP.

Single entity Bidder/Lead Member in case of Consortium shall be a Company registered under Companies Act, 1956/2013.

6. In the event that the Bid Due Date or physical submissions of documents and / or date for opening of Technical or the Price Bids is a holiday, the corresponding date of submission and for opening of Technical or the Price Bids will be the next working day without any change in time & venue.
7. Should you require any assistance towards site visit, you may contact the officer at Jaipur at the address given below:

Contact Person:	Mr. Jagroop Singh	Mr. Harpreet Singh Brar
Mobile Phone:	+91-9414019196	91-9214066493
Landline:	0141 -5194653	0141 -4096614/4096666
Email:	rsbtda22@gmail.com	harpreet.singh@pdcor.com info@pdcor.com
Address:	Parivahan Bhawan, Sahkar Marg, Jaipur 302005	PDCOR Ltd, Jeewan Nidhi Building, Bhawani Singh Marg, Jaipur-302005

8. A Bidder is required to deposit, along with its Bid, a Bid Security of Rs. 1.20 Crores (Rupees one crores twenty lakh only) (the **"Bid Security"**). The Bidders will have an option to provide Bid Security in the form of a Banker's Cheque, demand draft in favour of **"Secretary, Rajasthan State Bus Terminal Development Authority"**, payable at Jaipur or a Bank Guarantee in its favour, which can be invoked at any of the Bank's branch at Jaipur. The validity period of the demand draft shall not be less than 60 (sixty) days from the Bid Due Date and in case of a Bank Guarantee, validity shall be not less than 180 (one hundred and eighty) days from the Bid Due Date. The period of 180 (one hundred and eighty) days in case of Bank Guarantee shall be inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security as aforesaid.
9. E-Bids will be opened at the time and date provided in the RFP in the presence of the Bidder's representatives who choose to be present.
10. The Bid shall be filled in English and all entries must be typed and / or

written in blue / black ink. The authorized representative of the Bidder must attest all erasures and alterations made while filling the Bid. Failure to comply with any of these conditions may render the Bid invalid.

11. Neither RSBTDA nor Consultant (PDCOR) shall be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and delivery of Bids, including costs and expenses related to visiting the site. RSBTDA reserves the right to cancel, terminate, change or modify this procurement/Bid Process and/or requirements of bidding stated in the RFP, without assigning any reason thereof or providing any notice and without accepting any liability for the same.
12. Technical Bids of only those bidders who have furnished Bid Security and remitted cost of bid document and RISL processing fee as per requirement of RFP shall be opened. The Technical Bids would be evaluated based on the qualification criteria set forth in the RFP along with the required undertakings. Price Bids of only those bidders, who qualify as per their submissions through Technical Bids, will be opened and evaluated. The date of opening of Price Bids will be communicated to the Technically Qualified bidders at appropriate time.
13. The Preferred Bidder identified as a result of the bid process shall be required to incorporate a Special Purpose Company under Companies Act, 2013 and shall be required to enter into a Concession Agreement as specified in the RFP.
14. The Preferred Bidder shall be required to convey its acceptance of the Letter of Award (LoA) issued by the RSBTDA within 7 (seven) days from the date of issue of such LoA.

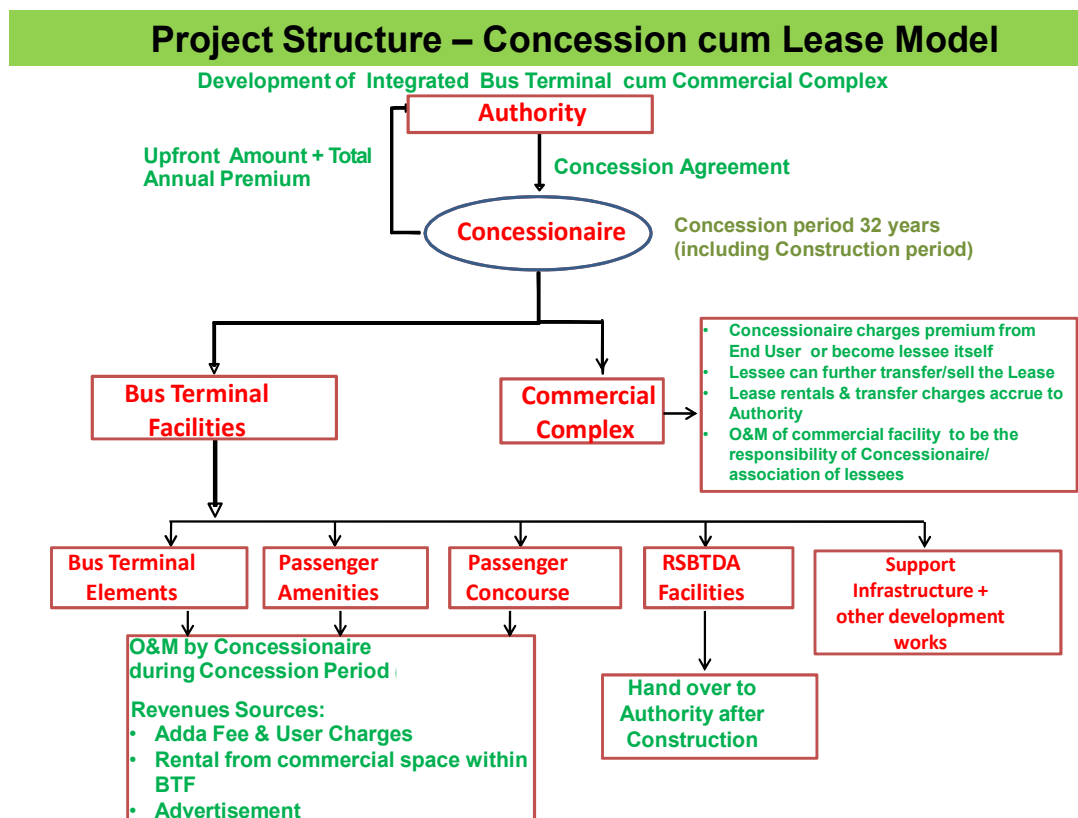
Yours faithfully

For Rajasthan State Bus Terminal Development Authority (RSBTDA)

Secretary

1A PROJECT STRUCTURE

The integrated Bus Terminal cum Commercial Complex is proposed to be developed on Public Private Partnership (PPP) format on the basis of Concession cum Lease Model. The entire project site shall be given to the Concessionaire on lease and license basis. The project involves components of diverse nature such as bus terminal facilities, the development of the project site, components related to operational requirement of buses and lastly the real estate development to enhance the viability of the project. The project structure is depicted in figure below:



The project is to be implemented on DBFOT basis including operating and maintaining the project assets for the entire Concession Period of 32 years. The Project Facilities comprise of two broad components; 1) Bus Terminal Facilities including RSBTDA Facilities, and 2) Commercial Complex.

BUS TERMINAL FACILITIES:

The developer shall:

- Develop, finance, design, construct and operate & maintain Bus Terminal Facilities (other than operation and maintenance of the Authority's Head Office Space & Regional Office Space) at the Project Site and all activities incidental

thereto such as engineering, testing commissioning and insurance.

- Demand, charge, collect, retain and appropriate Adda Fees from all bus operators using the bus terminal & User Charges as per the Draft Concession Agreement (Vol II),
- Enter into Licensing Arrangements for commercial spaces within the Bus Terminal Facilities and demand, charge, collect, retain and appropriate the market driven rental from all types of operators;
- Make payment by way of Concession Fee (Total Annual Premium) to the Authority in lieu of the grant of Concession.
- Advertisement revenues
- Transfer Bus Terminal Facility to the Authority on Transfer Date;

COMMERCIAL COMPLEX

In order to enhance the viability of the project on PPP format, the Concessionaire shall be granted rights to develop Commercial Complex. The developer shall have the following options to earn revenues through Commercial Complex:

- The built up areas in the Commercial Facility that are allotted by the Concessionaire to the applicants shall be leased to them by way of lease deeds between such allottees (the “Lessees”) and the RSBTDA (the “Lessor”), with the Concessionaire being a confirming party thereto (the “Lease Deeds”). However, if the Concessionaire so chooses to take on lease any part of the said property, he shall be treated at par with other lessees. The Concessionaire may charge one time premia from allottee.
- The Lessee shall be entitled to sublet the premises leased to it under the Lease Deed (the “demised premises”) or grant licenses (including franchising or similar arrangements) in respect of demised premises for the commercial purposes only on a tenancy as per prevalent law and on mutually agreed terms and conditions.
- The Lessees shall be entitled to transfer the leases (leasehold rights in the demised premises i.e. built up areas in the Commercial Facility) to any person upon payment of the applicable Application Fee.
- The Concessionaire shall maintain the Commercial Complex either at its own level or through a well established organization of the Lessees/Allottees and shall ensure performance as per defined parameters and standards throughout the Concession Period.

Detailed terms and conditions for development of Integrated Bus Terminal cum Commercial Complex at Heerapura, Jaipur are given in Draft Concession Agreement and its Schedules in Vol II.

2. BID DATA SHEET

S. No.	Key Information	Details
1.	Project	Development of Integrated Bus Terminal cum Commercial Complex at Heerapura, Jaipur
2.	Concept for Development	Designing, Financing, Building, Operating & Maintaining the Project Facilities on PPP format and handing over the assets to the Authority at the expiry of Concession Period or earlier termination of the Contract
3.	Institutional Structure for Implementation	Preferred Bidder shall be required to incorporate Special Purpose Company (SPC) under the Companies Act, 2013. Even, in case of a single entity/company being the 'Preferred Bidder', SPC formation would be mandatory.
4.	Project Site	Land admeasuring 46545 sqm has been earmarked for development of Bus Terminal which is located at a distance of about 3.0 km towards Ajmer from the junction of C-Zone bypass and Jaipur-Ajmer Road (NH 8) and is about 10 km from Jaipur Railway Station. The site lies at 11 km before the existing toll plaza on Jaipur-Ajmer stretch of NH 8 as one travels from Jaipur to Ajmer.
5.	Concession Period	32 (thirty) years (including construction period of 2 years for Bus Terminal Facilities) from the Compliance Date, unless terminated earlier (as per Clause 2.2 of Draft Concessioner Agreement of Vol II).
6.	Project Components	<p>The development of the Bus Terminal ("the Project") shall comprise of two parts as described below:</p> <p>1) Bus Terminal Facilities:</p> <p>This shall comprise of</p> <ul style="list-style-type: none"> (i) Bus Terminal Elements (ii) Passenger Amenities (iii)RSBTDA Facilities (iv) Common Areas and Support Infrastructure <p>Scope of Work for Bus Terminal Facilities is defined in Schedule-I of Draft Concession Agreement Vol II</p> <p><i>The Scheduled Construction Completion Date shall be 24 months from Compliance Date for Bus Terminal Facilities</i></p>

S. No.	Key Information	Details
		<p>2) Commercial Facilities:</p> <p>Concessionaire shall have the right to develop Commercial Facilities at the Project Site and shall be entitled to charge, demand, collect, retain and appropriate the Premia in a manner as it deems appropriate for the built up area in the Commercial Complex from the applicants/allottees/lessees at market driven rates.</p> <p>Under the Commercial Complex, the Concessionaire shall be entitled to construct/develop such components which it deems appropriate from commercial viability point of view provided however that such component does not fall in the category of prohibitive item as per JDA norms or applicable law. Following are the Optional Development components permissible within Commercial Complex:</p> <ul style="list-style-type: none"> • Shopping Mall • Multiplex • Hotel • Food Courts/Restaurants/ coffee shop/food joints • Commercial (Retail cum Office) Area would include retail shopping, branded showrooms, anchor stores, Entertainment Complex/ Zone and business spaces • Banks • Coaching Institutes • Gymnasium or Health Centre/ entertainment paradise • Children's play park/gaming zone • Any other activity with the approval of Authority <p>The following functions / products are not permitted for development:</p> <ul style="list-style-type: none"> • Industrial activities • Hostel • "Warehousing" (except such warehousing facility which is incidental to the use of the Project) • Wholesale Activity • Car Service Garage

S. No.	Key Information	Details
		<ul style="list-style-type: none"> Workshops Hospitals or health centers Other environmentally incompatible functions <p>Development of Commercial Facilities shall be in conformity with the guidelines provided in Schedule-II of Draft Concession Agreement Vol II of RFP.</p> <p><i>Note: The Concessionaire shall be permitted to commence the construction of the Commercial Complex only after the Compliance Date and completed the same within five years of the Scheduled Construction Completion Date or the date of Construction Completion, whichever is earlier; provided that the Concessionaire shall be entitled to a single one time extension of two years for such construction completion. The Concessionaire shall not be authorized to construct any part of the built up area in the Commercial Complex that is not constructed by such date and/or nor shall it be permitted to utilize the FAR that remains unutilized by such date. The Authority may utilize such unutilized area in the manner it deems appropriate.</i></p>
7.	General Development Guidelines	<p>As per the provisions of Building Bye-laws of Jaipur Development Authority/Local Bodies/Town Planning norms, Environmental Guidelines of Rajasthan State Pollution Control Board, and other guidelines issued by National Building Code 2005 and any other regulations issued by any other Statutory Authority applicable within the jurisdiction of Jaipur Municipal Corporation and Jaipur Development Authority.</p> <p>The Bus Terminal would need to be planned, designed, constructed, operated and maintained in accordance with the Scope of work of Bus Terminal Facility provided in Schedule-I, Specifications & Standards covered in Schedule-III and Maintenance & Performance Standards provided in Schedule-XI of the Draft Concession Agreement (Vol-II).</p>
8.	Estimated Project Cost	Rs. 60.00 crore (Rupees sixty crore only) for Bus Terminal Facilities
9.	Land Use	Mixed with Commercial
10.	General Building Bye Laws	<p>Building Bye Laws applicable to the site are as follows:</p> <ul style="list-style-type: none"> (i) Maximum Ground Coverage: 35 (thirty five) percent. (ii) Permissible FAR: 1.33; 2.25 maximum on additional payment as per

S. No.	Key Information	Details
		<p>prescribed charges by the Preferred Bidder</p> <p>(iii) Permissible Building Height: As per JDA/NHAI/Airport/any other applicable norms</p> <p>(iv) Parking: Sufficient parking area is to be provided to accommodate number of ECS as indicated in Schedule--I for Users of Bus Terminal Facilities. For Commercial Complex, parking shall be as per applicable building bye laws.</p>
11.	Bid Submissions	<p>Bid submission shall be through e-Bids as per provisions of Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules, 2013.</p> <p>Bidder shall submit its Bid in single stage under two separate covers; Cover 1 for Technical Bid while Cover 2 shall be for Financial Bid. The bid process shall comprise of open competitive e-Bid procedure at http://eproc.rajasthan.gov.in</p>
12.	Bid Security	<p>A Bidder is required to furnish, along with its Bid, a Bid Security for an amount of Rs. 1.20 crore (Rupees one crore and twenty lakh only). The Bidders will have an option to provide Bid Security in the form of a Banker's Cheque/ demand draft in favour of "Secretary, Rajasthan State Bus Terminal Development Authority Jaipur", payable at Jaipur or a Bank Guarantee in its favour which can be invoked by RSBTDA at any of the Bank's branch at Jaipur. The Bank Guarantee shall be as per format in Annexure A8.</p> <p>The validity period of the Banker's Cheque demand draft shall not be less than 60 (sixty) days and in case of a Bank Guarantee, 180 (one hundred and eighty) days from the Bid Due Date. The period of 180 (one hundred and eighty) days from the Bid Due Date, in case of Bank Guarantee, shall be inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security as aforesaid.</p> <p>No interest shall be payable on the Bid Security amount.</p>
13.	Nature of Bidder	<p>A Bidder may be a single entity or a group of entities (the "Consortium"), with a formal intent to enter into</p>

S. No.	Key Information	Details
		<p>an agreement or under an existing agreement to form a Consortium to bid for and implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of or be associated with another Bidder, in any manner. The number of members in a Consortium shall not exceed 3 and one among them shall be the Lead Member of the Consortium.</p> <p>Single entity Bidder/Lead Member in case of Consortium shall be a Company registered under Companies Act, 1956/2013.</p> <p>The Preferred Bidder (a single entity or Consortium, as the case may be) shall have to incorporate a Special Purpose Company (the Concessionaire) within 30 days of the date of issue of Letter of Award for implementing the Project.</p>
14.	Eligibility Criteria for the bidder	<p>A. Financial Eligibility Criteria: The Bidder shall have:</p> <ul style="list-style-type: none"> • Minimum Average Annual Turnover of Rs. 50.00 crores (Rupees fifty crores) in the last three audited Financial Years prior to Bid Due Date as per the Audited Balance Sheet. <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> • Minimum Net-worth of Rs. 30.00 crores (Rupees thirty crore) {(paid up equity share capital + free reserves) - (revaluation reserves + miscellaneous expenditure not written off + accrued liabilities)} as on 31st March, 2017 as per the Audited Balance Sheet. <p>B. Technical Experience Criteria: (i) Development Experience The Bidder shall have developed/constructed the following components during the last 5 (five) Financial Years prior to Bid Due Date in India: Commercial Complex/Shopping Mall/ Convention Centre/Real-estate/ Hotel/ Institutional Building/Integrated Commercial Office Space with all business support facilities and infrastructure facilities/Bus Terminal/Airport Terminal of:</p>

S. No.	Key Information	Details
		<ul style="list-style-type: none"> One Single project of INR 95 crores (Rupees ninety five crores) cost; or Two Projects of INR 60 crores (Rupees sixty crores) cost each; or Three Projects of INR 50 crores (Rupees fifty crores) cost each; <p>Note:</p> <ul style="list-style-type: none"> <i>In case, the Bidder is a Consortium, the Lead Member of the Consortium shall be required to fulfill the Financial Eligibility Criteria individually at its own level while the Technical Experience Criteria can be fulfilled jointly by the Consortium members as a whole.</i>
15.	Bidding Parameter & selection Criterion	<p>There shall be a Reserve Annual Premium of Rs 1.00 crore (Rs one crore) fixed by the Authority. The Bidder shall be required to quote its price over and above Reserve Annual Premium in the form of Additional Annual Premium.</p> <p>The Bidder who quotes the highest Additional Annual Premium shall be the Preferred Bidder.</p>
16.	Payments to be made by the Preferred Bidder/ Concessionaire	<p>The Preferred Bidder/Concessionaire shall make the following payments:</p> <p>(i) Upfront Amount: A payment of non-refundable Upfront Amount of Rs. 4.00 crores through Banker's Cheque/Bank Draft to the "Secretary, Rajasthan State Bus Terminal Development Authority Jaipur", payable at Jaipur after issue of LoA but before signing of Concession Agreement.</p> <p>(ii) Success Fee: The Preferred Bidder shall pay a success fee of Rs. 60.00 lakh (Rupees Sixty lakh only) plus service tax, cess etc. to PDCOR within 21 (twenty one) days of issuance of Letter of Award. All taxes as applicable under the laws of India shall also be payable by the Preferred Bidder direct to PDCOR.</p> <p>(iii) Total Annual Premium: The Concessionaire shall pay annually to RSBTDA the Total Annual Premium, which shall be the arithmetic sum of the Reserve Annual Premium of Rs.1.00 crore (Rupees one crore only) and Additional Annual Premium of Rs. _____ as quoted by the Preferred Bidder as the</p>

S. No.	Key Information	Details
		<p>bid parameter and as accepted by the RSBTDA, through a demand draft drawn in favour of “Secretary, Rajasthan State Bus Terminal Development Authority, Jaipur” on a scheduled bank payable at Jaipur, Rajasthan. The Total Annual Premium amounting to Rs._____ crore (Rupees _____ only) shall be paid by the Concessionaire in advance on year to year basis starting from 36 (thirty six) months from the Compliance Date. Provided that for the first payment of Total Annual Premium payable by the Concessionaire to the RSBTDA, the amount shall be adjusted on a pro-rata basis for the balance period commencing from 36th month till succeeding 31st March of the Year. Provided that for the year of Termination of the Agreement, the Total Annual Premium shall be adjusted on pro-rata basis for the balance period. The Total Annual Premium payable by the Concessionaire to RSBTDA shall be escalated by 15% (fifteen percent) on compounding basis every three years. For avoidance of doubt, it is clarified that the first escalation factor of 15% (fifteen percent) shall become applicable on completion of 72 (seventy two) months from Compliance Date irrespective of the actual Construction Completion date.</p> <p>(iv) Other Statutory Payments: The Preferred Bidder shall pay to RSBTDA, any other charges, cess, duties as leviable under the existing statutes of Gol and GoR and will be subject to change as and when revised by Gol and GoR.</p>
17.	Construction Performance Security	<p>The Preferred Bidder shall within 21 (twenty one) days from the date of Letter of Award furnish Construction Performance Security in the form of Bank Guarantee for an amount of Rs. 3.00 crores (Rupees three crores) to RSBTDA as per format placed at Schedule-VI-1 of the Draft Concession Agreement.</p> <p>No interest shall be payable on the Construction Performance Security.</p>
18.	Technical Specifications & Standards	As per detailed Specifications and Standards provided in Schedule-III of the Draft Concession Agreement, Vol-II

S. No.	Key Information	Details
		Items not covered under Schedule-III shall conform to applicable BIS code, National Building code, MoRT&H, IRC specifications, Indian Green Building Council Guidelines and other applicable Indian standards or its equivalent.
19.	Bid Validity	120 Days from the Bid Due Date.
20.	Signing of Concession Agreement	<p>On issuing the Letter Of Award, the Preferred Bidder would be required to fulfill payment conditions as stipulated at Sr. No. 16 (i) and (ii) above and furnish Construction Performance Security as at Sr. No. 17 above within the specified time period. Having incorporated the SPC under Companies Act, 2013 as specified at Sr. No. 13 above, the SPC would be required to enter into Concession Agreement with the Authority and Preferred Bidder as Confirming Party.</p> <p>In lieu of acceptance of LoA, the Preferred Bidder shall return a duplicate copy of LoA as issued by RSBTDA, duly signed by Authorized Signatory, within 7 (seven) days from the date of issue of LoA.</p> <p>Within 45 (forty five) days from the date of issue of LoA, the Preferred Bidder shall, through the Concessionaire, sign the Concession Agreement with RSBTDA. The period of 45 days has been provided to the Preferred Bidder so that it can incorporate the SPC as per the terms of the RFP document and does such other acts as are required prior to signing of Concession Agreement.</p>
21.	Operation & Maintenance (O&M) Performance Security	<p>The Concessionaire shall, 30 (thirty) days prior to Construction Completion, for due and punctual performance of obligations during the Operations Period furnish Operation & Maintenance (O&M) Performance Security for an amount of Rs 3.00 crores (Rs. three crores) through an irrevocable and unconditional Bank Guarantee (as per format placed at Schedule-VI-2 of the Draft Concession Agreement) from Scheduled Bank having a branch at Jaipur, Rajasthan. The amount for the Operation & Maintenance (O&M) Performance Security shall be escalated by 15% on compounding basis every 3 (three) years.</p> <p>No interest shall be payable on the Operation & Maintenance (O&M) Performance Security.</p>

3. DEFINITIONS AND INTERPRETATION

3.1 DEFINITIONS

“Act” or “RTPP Act” means The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and The Rajasthan Transparency in Public Procurement Rules, 2013.

“Additional Annual Premium” means the amount offered by the Preferred Bidder as its Bid Price over and above the Reserve Annual Premium fixed by RSBTDA;

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

“Advisor” shall mean PDCOR Ltd., Jaipur.

“Agreement” or “Concession Agreement” shall mean the Concession Agreement entered amongst RSBTDA (the Authority), Concessionaire (SPC) and the Preferred Bidder (as the confirming Party).

“Applicable Permits” or “Clearances” means any and all permissions, clearances, licenses, permits, consents, no-objections, exemptions, registrations, filings or other authorisations of whatever nature, including without limitation environmental clearances, approvals of or from any Competent Authority required in connection with the Project and for undertaking, performing or discharging the obligations or fulfillment of the purposes contemplated by this Agreement from various agencies/instrumentalities indicated in Schedule VII.

“Authority” or “RSBTDA” shall mean Rajasthan State Bus Terminal Development Authority

“Bid” or “Proposal” means the documents in their entirety comprised in the proposal or bid submitted by the Preferred Bidder, M/s _____ (including the Technical And Financial Proposal or Bid) in response to the Request for Proposal, and accepted by the RSBTDA, with amendments and modifications, if any, pursuant to negotiations between the Parties, signed for verification by the authorised representatives of the Parties, attached hereto as Schedule XV.

“Bid Security” means the bank guarantee/demand draft in favour of RSBTDA furnished by the Bidder as bid security for an amount and in the manner specified in RFP Vol-I.

“Bidder” shall mean a single entity or a Consortium who has submitted the e-Bid in response to the RFP.

“Bid Due Date” or “Due Date” shall mean the time and date as specified in RFP up to which a Bidder can submit its Technical and Priced Bids

“Bid Validity Period” shall mean the period commencing from Bid Due Date during which the Bid offer of the Bidder shall remain valid for consideration of the Authority.

“Bid Evaluation Committee” shall mean the committee constituted by the RSBTDA for evaluating the Bids.

“Bus Terminal Facility” or “Bus Terminal” or “BTF” or “BTF Assets” means the RSBTDA Bus Terminal located at Heerapura Jaipur comprising of but not limited to (i) Bus Terminal Elements such as bus bays (boarding/alighting/idle parking), bus circulation area, (ii) Passenger Amenities such as passenger concourse (ticketing counters, kiosk, commercial built up area, waiting lounges, passenger circulation area, public utilities), parking areas for private vehicles, pick up and drop facilities, Bus-Q-Shelter for city buses (iii) the RSBTDA Facilities; (iv) the Common Areas and Support Infrastructure related to Bus Terminal Facilities; and (v) Any Other Structures, works, appurtenances or facilities constructed at the Bus Terminal, more particularly described in Schedule I of Draft Concession Agreement, that shall be developed, designed, financed, constructed, operated and maintained by the Concessionaire at the Site; provided that the RSBTDA Facilities shall be operated and maintained by the RSBTDA at its cost.

“Commercial Complex ” or “Commercial Development ” or “Commercial Facility” or “CF” means the commercial facility, comprising of built up area (shops, office space, hotels, malls etc.), the common areas (including the parking lots as applicable, the green areas, internal roads, landscape structures etc.) along with the support infrastructure, facilities and amenities that shall be developed, designed, financed, constructed, completed, commissioned and operated and maintained by the Concessionaire at the Site (on ground floor or above the Bus Terminal Facility or as a separate building/structure constructed on a stand alone basis) and marketed, allotted and leased (under and pursuant to Lease Deeds) in accordance with the provisions hereof.

“Commercial Operations” means the commercial use of the Bus Terminal Facility by charging, demanding, collecting, retaining and appropriating the User Charges.

“Commercial Operation Date” or “COD” or “Operations Date” means the date on which the Independent Engineer in consultation with the RSBTDA issues the Provisional Certificate or the Completion Certificate for the Bus Terminal Facility, upon which the Concessionaire commences Commercial

Operations.

“Concessionaire” or “Developer” shall mean the Special Purpose Company (SPC) incorporated under Companies Act, 2013 by the Preferred Bidder / Bidder’s Consortium who has been selected and nominated by Authority to implement the Project as per the terms and conditions of Draft Concession Agreement.

“Concession Period” means the period specified in Clause 2.2 of Draft Concession Agreement (Vol II).

“Construction Completion” shall have the meaning specified in Clause 9.5 (a) of Draft Concession Agreement (Vol II).

“Compliance Date” shall be the date on which the Parties have satisfied Conditions Precedent within the stipulated period or the extended period as the case may be.

“Eligibility Criteria” shall mean to include Financial Eligibility Criteria and the Technical Experience Criteria as specified in this Volume-I of RFP which the Bidder is required to fulfil to be qualified for opening of its Priced Bid.

“Financial Eligibility Criteria” shall include the financial criterion stipulated in the RFP, which is required to be fulfilled by the Bidder in its Technical Bid

“Financial Bid” or “Price Bid” shall mean the price proposal submitted by the Bidder in the form and manner as set forth in the RFP document.

“Letter of Award” or “LoA” shall mean the letter issued by RSBTDA to the Preferred Bidder conveying intention of award of the Project/Concession, in accordance with the terms of this RFP.

“Operations Period” means the period commencing from COD and ending on the expiry or prior termination of the Agreement as the case may be;

“O&M Performance Standards” means the level of operation and maintenance which the Concessionaire is required to maintain throughout the Concession Period more precisely described in Schedule-XI of Draft Concession Agreement (Vol II).

“Passenger Amenities” means the facilities to be provided by the Concessionaire as stipulated in Schedule I of Draft Concession Agreement (Vol II).

“Preferred Bidder” or “Selected Bidder” means the Consortium/entity that has been successful in the bidding process for the Project and that has incorporated an SPC to discharge obligations as Concessionaire.

“Project” means, subject to the provisions of this Agreement, the (i) development, financing, design, construction, operation and maintenance of the Project Facilities (other than operation and maintenance of the

RSBTDA Facilities) at the Project Site and all activities incidental thereto such as engineering, testing commissioning and insurance; (ii) demanding, charging, collecting, retaining and appropriating of User Charges by the Concessionaire as per Schedule IX in respect of the Bus Terminal Facility (iii) transfer of the Bus Terminal Facility to the RSBTDA on the Transfer Date; (iv) the marketing, booking and allotment of the built up areas comprising the Commercial Facility by the Concessionaire and demanding, charging, collecting, retaining and appropriating the Premia for such areas from the applicants (persons making bookings)/allottees/lessees/other persons, the leasing of such areas and maintenance thereof in accordance with the provisions hereof; and (v) the payment of Upfront Amount and Total Annual Premium by the Concessionaire as per terms of Draft Concession Agreement (Vol II) to the RSBTDA in lieu of grant of Concession.

“Project Agreements” means, collectively the engineering, procurement and construction (EPC) agreements and operation and maintenance (O&M) agreements (other than for the RSBTDA Facilities) and any other material agreements (other than the Financing Documents) entered into or may hereinafter be entered into by the Concessionaire in connection with the Bus Terminal Facility.

“Request for Proposal” or “RFP” shall mean the Bid documents comprising Volume I (Instructions to Bidders) & Volume II (Draft Concession Agreement).

“Reserve Annual Premium” means the base amount fixed by RSBTDA over and above which the Bidder shall quote its Bid Price in the form of Additional Annual Premium;

“RSBTDA Facilities” shall mean to include the Authority’s Head Office, the Authority’s Regional Office and Mini Workshop (with an area of 2800 sqm) for minor repair & washing of buses to be constructed by the Developer with no liability to maintain the same and shall also mean to include an open space of 400 sqm (unconstructed) for locating and operating a Fuel Re-filling Station by the Authority.

“Scheduled Construction Completion Date” shall be the date 24 (twenty four) months from the Compliance Date.

“State Public Procurement Portal” means <http://eproc.rajasthan.gov.in>

“Success Fee” shall mean the irrevocable and non-refundable success fee to be paid by the Preferred Bidder to PDCOR Limited in accordance with the provisions contained in this RFP along with all applicable taxes.

“Technical Bid” shall have the meaning as set forth in the RFP document.

“Technical Experience Criteria” shall include the Development Experience stipulated in the RFP, which is required to be fulfilled by the Bidder in its Technical Bid.

“Technical Specifications and Standards” means the technical specifications and standards for the Bus Terminal Facility set forth in Schedule -III of Draft Concession Agreement (Vol II) hereof.

“Total Annual Premium” shall mean the arithmetic sum of Reserve Annual Premium, which is Rs 1.00 crore (Indian Rupees One crore only), as fixed by RSBTDA and the Additional Annual Premium as offered by the Preferred Bidder and accepted by the RSBTDA, that shall be payable by the **Concessionaire** to the RSBTDA as per provision in Article 10 of draft Concession Agreement.

“Upfront Amount” means an amount fixed by the Authority which the Preferred Bidder has to pay to RSBTDA after issue of LoA but before signing of Concession Agreement.

“User Charges” means the charges, levies, tariffs, prices, license fees, royalties, service charges, advertisement revenues, parking fees from parking lots/facilities in the BTF or all sources of revenue or amounts of money by whatever name called that are payable at any time and from time to time by any Person/entity/user to the Concessionaire in respect of the Bus Terminal Facility (other than RSBTDA Facilities).

3.2 INTERPRETATION

In the interpretation of this RFP, unless the context otherwise requires:

1. The singular of any defined term includes the plural and *vice versa*, and any word or expression defined in the singular has the corresponding meaning used in the plural and *vice versa*;
2. Reference to any gender includes the other gender;
3. Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this RFP;
4. A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
5. The terms “include” and “including” shall be deemed to be followed by the words “without limitation”, whether or not so followed;
6. Any reference to a person shall include such person’s successors and permitted assigns;
7. A reference to a “writing” or “written” includes printing, typing, lithography and other means of reproducing words in a visible form;
8. Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;
9. A reference to “month” shall mean a calendar month, a reference to “week” shall mean a calendar week and a reference to “day” shall mean a calendar day, unless otherwise specified.
10. The terms “hereof”, “herein”, “hereto”, “hereunder” or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP. The terms “Article”, “Clause”, “Paragraph” and “Schedule” mean and refer to the Article, Clause, Paragraph and Schedule of this RFP so specified;
11. In case of any conflict, discrepancy or repugnancy between the provisions of RFP documents, provisions of the Concession Agreement shall prevail and supersede the provisions of all other documents;

12. The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of the Agreement;
13. All capitalized words and expressions used in the RFP shall have the meaning as ascribed to them in the RFP. In case the same is not defined in the RFP then they shall have the same meaning as ascribed to them in the Agreement.
14. The provisions of RTPP Act, 2012 and RTTP Rules, 2013 shall be applicable for this bidding. Furthermore, in case of any inconsistency in any of the provisions of this Bidding Document on one hand and the RTPP Act 2012 and the RTTP Rules, 2013 on the other hand, the later shall prevail.

4. GENERAL INFORMATION AND INSTRUCTIONS

4.1 SALE OF BID DOCUMENTS

The access to the Bid documents shall commence from the date specified in Notice Inviting Bids (NIB) and shall be stopped one day prior to Bid Due Date. The complete bidding document shall be placed on the e-procurement portal (www.eproc.rajasthan.gov.in). The prospective Bidders may download the bidding document from the website and pay its cost while submitting the Bid to RSBTDA as per details provided hereof.

4.2 CONTENTS OF THE RFP DOCUMENT

The RFP documents should be read in conjunction with any addenda issued. The RFP documents comprise of the following:

- (i) Volume I : Instruction to Bidders and Annexure appended thereto.
- (ii) Volume- II : Draft Concession Agreement & Schedules.

4.3 GENERAL INSTRUCTIONS

- 4.3.1** The words and expressions, which are defined in this Volume I of RFP i.e. Instructions to Bidders (ITB), have the same meaning when used in the other Volume of RFP, unless otherwise / separately defined.
- 4.3.2** The ITB sets out the bidding procedure and provides necessary details for the Bidders to prepare their e-Bids for the Development of an Integrated Bus Terminal cum Commercial Complex at Heerapura, Jaipur. The prescribed formats for submission of e-Bids are given in this Volume-I of RFP.
- 4.3.3** The Bidders are advised to submit their e-Bids complying with the requirements stipulated in the RFP document. The Bids may be rendered disqualified in case of receipt of incomplete Bids and / or the information is not submitted as per the prescribed formats.
- 4.3.4** A Bidder is eligible to submit only one Bid. 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.
- 4.3.5** The Feasibility Report for the Project can be accessed in the office of Secretary RSBTDA and the same as to be considered only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination before submitting their Bids. Nothing contained in the Feasibility Report shall be binding on the Authority nor confer any right on the Bidders; the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Feasibility Report and the Feasibility Report shall not be a part of Bid Documents.

4.4 BIDDER'S RESPONSIBILITY FOR DATA

4.4.1 While preparing the Bid, the Bidder shall consider the information provided in this RFP in totality.

4.5 BIDDER'S ELIGIBILITY CRITERIA

4.5.1 General Eligibility

- a) This invitation of Bid is open to all interested Bidders, who may either be a single entity or a group of entities (the “**Consortium**”) coming together to implement the Project.
- b) All entities / Companies / Consortia, who participate in the bidding process, will be considered, subject to their meeting the specific criteria set forth in the RFP.
- c) Bids submitted by a Consortium up to three members (more than three members including the lead member is not permitted) shall comply with the following requirements:
 - i. Consortium Agreement duly signed by all the members of the Consortium shall be submitted along with the Bid. The other members shall nominate one of the members of the Consortium thereof as the Lead Member (subject to fulfilling the conditions stipulated in the RFP).
 - i. The Consortium Agreement shall clearly state the roles & responsibilities, proposed to be shared, among the members of Consortium during project execution and implementation.
 - ii. The Lead Member shall be authorized by all members of the Consortium to act for and on behalf of the Consortium including interacting with RSBTDA/PDCOR Limited, receive instructions and furnishing Bid Security etc.
 - iii. The Lead Member and other Consortium members shall be jointly and severally liable for the implementation of the Project in accordance with the terms of the Draft Concession Agreement and a statement to this effect shall be included in the Consortium Agreement.
 - iv. All the information as per the requirements of the RFP shall be provided to the lead member of the Consortium.
 - v. The Bid shall be legally binding on all the members of the Consortium.
 - vi. No member of the Consortium shall be changed after submission of the Bids and before signing of the Concession Agreement. The Bids would be evaluated based on the details and data furnished. RSBTDA's decision regarding a Bidder's eligibility or otherwise shall be final and binding.

- d) The Bidders shall provide evidence of their continued eligibility in a manner that is satisfactory to RSBTDA and, if required, RSBTDA may request the Bidders for the same till signing of the Concession Agreement.
- e) A Bidder may be disqualified if it is determined by RSBTDA, at any stage of the bidding process that the Bidder fails to continue to satisfy the Technical Experience Criteria and Financial Eligibility Criteria. Supplementary information or documentation regarding the criteria may be sought from the Bidders at any time and the same shall be so provided within the time frame stipulated by RSBTDA.
- f) For evaluation of Technical Experience Criteria as stipulated in Clause 4.5.3, only such projects would be considered for evaluation, which have been developed / operated by any one constituent member of the Consortium either on its own or as a lead member of a Consortium / SPC.

4.5.2 Minimum Equity Commitment

The Preferred Bidder shall be required to incorporate a Special Purpose Company under the Companies Act, 2013, prior to signing of Concession Agreement. The Preferred Bidder/Concessionaire shall ensure that during the Concession Period the aggregate Equity (for the Project i.e. the BTF and the CF) of the (i) Lead Member (in case of Consortium) or in case of individual bidder, of such bidder, in the issued, subscribed and paid up equity share capital of the Concessionaire shall not be less than 26%; and (ii) in case of a Consortium, of the other non-lead members in the issued, subscribed and paid up equity share capital of the Concessionaire shall not be less than 10% .Provided that, after the expiry of ten years from the Compliance Date, the aggregate Equity shareholding of the Lead Member and/or other non-lead members in the issued, subscribed and paid up Equity share capital of the Concessionaire may be changed with the prior written approval of the RSBTDA, which approval shall not be unreasonably denied. The RSBTDA shall accord or deny its approval within 30 days of receipt of written request in this behalf, failing which the RSBTDA shall be deemed to have consented to such change of shareholding.

4.5.3 Technical Experience and Financial Eligibility Criteria

Bidder shall be required to fulfill Technical Experience and Financial Eligibility Criteria as stipulated at Sr. No. 14 of Bid Data Sheet

4.5.4 Intentionally not used

4.5.5 Intentionally not used

4.5.6 Non-Compliance with RFP

Should RSBTDA conclude that a Bidder has failed to comply with the

procedures and requirements prescribed in the RFP, it shall have the right to terminate a Bidder's participation in the bidding process at any time.

- 4.5.7** Any entity which has been barred by the Government of Rajasthan, any other State Government in India or the Government of India or any entity controlled by them in India from participating in any category of infrastructure projects (EPC, DBFOT or otherwise) or is adjudged as insolvent, bankrupt or is being wound up or has been convicted of any criminal offence, etc. or is covered under any condition as prescribed under the Letter of Undertaking (Annexure A3), shall be barred from participating in the bidding process.

The Bidder shall in this regard, submit along with its Technical Bid, a Letter of Undertaking, in the format provided under Annexure A3.

4.6 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its e-Bid, including site visits, field investigations, data collection, analysis, etc. as also any discussions/negotiations. RSBTDA /Consultant/Advisor shall not be responsible or liable for any such costs.

4.7 POWER OF ATTORNEY FOR BID SIGNATORY

All the Bidders should submit the Power of Attorney in favour of a specified person to act as the authorized representative of the Bidder/Bidding Consortium for the purpose of signing documents, making corrections/modifications and interacting with RSBTDA/PDCOR and acting as the contact person.

4.8 BID VALIDITY PERIOD

- 4.8.1** The Bids submitted shall remain valid for 120 (one hundred and twenty) days from the Bid Due Date. Bids with validity for a period shorter than the specified validity period shall be considered as non-responsive and shall be rejected.

- 4.8.2** In exceptional circumstances, prior to the expiry of the original Bid validity period, RSBTDA may request the Bidders to extend the period of Bid validity for a specified additional period. The request for the extension shall be made in writing. Bidder will not be permitted to modify their Price Bid, but will be required to extend the validity of the Bid Security for the period of extension. The Bidder shall however be at liberty not to concede to such request by RSBTDA for extension of Bid Validity Period, without being liable to forfeiture of Bid Security.

4.9 BID SECURITY

- 4.9.1** A Bidder is required to deposit, along with its Bid, a Bid Security of Rs. 1.20 crore (Rupees one crore twenty lakh only) as per provision contained at para 12 of Bid Data Sheet.

- 4.9.2** Any Bid not accompanied by the Bid Security in the manner stated in RFP shall be summarily rejected by RSBTDA as non-responsive and the respective Bid shall not be opened for evaluation.
- 4.9.3** The Bid Security of unsuccessful Bidders, except the Bidder (H2) next to the Preferred Bidder (H1), will be returned promptly, but not later than one month after the expiration of the Bid Validity Period or within 15 days of issue of Letter of Award (LoA) to the Preferred Bidder, whichever is earlier. The Bid Security of H2 will be returned within 15 days of signing of Concession Agreement with the Preferred Bidder.
- 4.9.4** The Bid Security of H1 & H2 shall be extended beyond the original validity period in case the signing of Concession Agreement is delayed due to any reason. Such extension shall however be as mutually agreed.
- 4.9.5** The Bid Security shall become liable for forfeiture in the event of the following:
- (i) If the Bidder refuses to accept the correction of errors in its Bid, or
 - (ii) If the Bidder submits a conditional Bid which would affect unfairly the competitive provision of other Bidders who submitted substantially responsive Bids and / or is not accepted by RSBTDA, or
 - (iii) If the Total Annual Premium as per the offer of the Bidder is lower than the Reserve Annual Premium fixed by RSBTDA, or
 - (iv) If the Bidder modifies or withdraws its Bid during the Bid Validity Period, or
 - (v) If the Preferred Bidder fails to pay the Project Success Fee in the manner and within the time period specified in the RFP, or
 - (vi) If the Preferred Bidder fails to furnish a Bank Guarantee of Rs. 3.00 crore (Rupees three crore) towards Construction Performance Security within the stipulated time period and in the manner specified in the RFP, or
 - (vii) The Preferred Bidder fails to sign the Concession Agreement as stipulated in the RFP or
 - (viii) If the Bidder breaches any provision of code of integrity specified in the bidding document.

4.10 MISCELLANEOUS INSTRUCTIONS

- 4.10.1** RSBTDA reserves the right to disqualify a Bidder if the details submitted by it are found to be incorrect or untrue at any stage of the bidding process.
- 4.10.2** e-Bids that are incomplete in any respect and are not consistent with the requirements as specified in this RFP might be considered non-responsive and shall be liable for rejection.

- 4.10.3** Adherence to formats, wherever prescribed, is required. Non-adherence to formats might be a ground for declaring a Bid non-responsive.
- 4.10.4** All communication and information shall be provided in writing and in English language only.
- 4.10.5** All financial data shall be given (converted) in Indian Rupees only.
- 4.10.6** All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words shall prevail.
- 4.10.7** No change in, or supplementary information to a Bid shall be accepted after Bid Due Date. However, RSBTDA or any of its advisors/agencies/consultants reserves the right to seek additional information and/or clarifications from the Bidders, if found necessary, during the course of evaluation of the Bid. Non-submission, incomplete submission or delayed submission of such additional information and/or clarifications sought by RSBTDA or any of its agencies/consultants may be a ground for rejecting the Bid.
- 4.10.8** If any claim made or information provided by the Bidder in the Bid or any information furnished by the Bidder in response to any subsequent query by RSBTDA or any of its agencies / consultants / advisors, is found to be incorrect or is a material misrepresentation of facts, the Bid shall be liable for rejection. Mere clerical errors or bona fide mistakes may be treated as an exception at the sole discretion of RSBTDA or any of its advisors / agencies / consultants and if RSBTDA or any of its advisors / agencies / consultants is adequately satisfied.

4.11 BID RESPONSIVENESS

- 4.11.1** A Bid shall be deemed “non-responsive” if it does not satisfy any of the following conditions:

- (i) It does not include sufficient information/details for it to be evaluated and/or is not in the formats specified in this RFP.
- (ii) It is not digitally signed in the manner as specified in this RFP.
- (iii) If scanned copy of Bank Guarantee for Bid Security and scanned copies of Bank drafts as a proof for having remitted the RISL processing fee and the cost of bid documents are not uploaded on the website as part of the Bid under Cover 1

Non-responsive Bids shall be liable for rejection at any stage during the Bid evaluation process and the decision of RSBTDA in this regard shall be final and binding.

4.12 PRE-BID CONFERENCE

- 4.12.1** A pre-bid conference will be held on the date and time as indicated in the RFP at Conference Room of the office of Secretary, RSBTDA at Parivahan Bhawan, Sahkar Marg, Jaipur - 302005 and the Bidders/ Bidders' designated representative(s) are invited to attend the same.
- 4.12.2** Bidders are advised to contact RSBTDA/PDCOR to indicate whether or not they will attend and, if so, the number of the proposed attendee(s) and their names, designation etc, at least two (2) working days prior to the scheduled date of the pre-bid conference.
- 4.12.3** The purpose of the pre-bid conference will be to clarify queries of the Bidders related to the Project and RFP document, if any.
- 4.12.4** The Bidders should submit the queries in writing or by fax or e-mail and the same should reach RSBTDA/PDCOR at least two (2) working days before the pre-bid conference along with a soft copy of the same to RSBTDA and PDCOR by e-mail.
- 4.12.5** Minutes of the pre-bid conference shall be uploaded on the website www.eproc.rajasthan.gov.in and/or will be sent to all bidders who participate in the pre-Bid conference through email.

4.13 CLARIFICATION & AMENDMENT OF RFP DOCUMENT

- 4.13.1** The Bidders shall note that reliance upon information / clarification that is provided by any other source shall be at the risk of the Bidders.
- 4.13.2** At any time prior to the Bid Due Date, RSBTDA may amend the RFP document through an addendum. Any addendum thus made shall be uploaded on www.eproc.rajasthan.gov.in and shall become part of the RFP document and shall be binding on the Bidders. For avoidance of doubt, any modification of the bidding documents, which may become necessary for any reason whatsoever, shall be made by the Authority through the issue of addendum and not through the minutes of the pre-bid meeting
- 4.13.3** To give prospective Bidders reasonable time to take an addendum in to account in preparing their bids, RSBTDA may, at its discretion, extend the deadline for submission of Bids.

4.14 CODE OF INTEGRITY FOR BIDDERS

- 4.14.1** No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- 4.14.2** The code of integrity includes provisions for:
- Prohibiting
 - any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise

influence the procurement process;

- any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- improper use of information shared between the procuring entity and the Bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
- any financial or business transactions between the Bidder and any officer or employee of the procuring entity;
- any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- any obstruction of any investigation or audit of a procurement process;
- disclosure of conflict of interest;
- disclosure by the Bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.

4.14.3 Without prejudice to the provisions below, in case of any breach of the code of integrity by a Bidder or prospective Bidder, as the case may be, the Authority may take appropriate measures including:

- exclusion of the Bidder from the procurement process;
- calling-off of pre-contract negotiations and forfeiture of Bid Security;
- forfeiture of any other security or bond relating to the procurement;
- recovery of payments made by the Authority along with interest thereon at bank rate;
- cancellation of the relevant contract and recovery of compensation for loss incurred by the Authority;
- debarment of the Bidder from participation in future procurements of the Authority for a period not exceeding three years.

4.15 CONFLICT OF INTEREST

4.15.1 A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:

- a) they have controlling partners in common;

- b) they receive or have received any direct or indirect subsidy from any of them;
- c) they have the same legal representative for purposes of the bid;
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;
- e) A Bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a Bidder, in more than one bid; or
- f) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process.

4.16 REJECTION OF BIDS

4.16.1 The Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Authority neither to accept any Bid nor to give any reasons for its decision in this regard.

4.16.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

4.17 GRIEVANCE HANDLING DURING PROCUREMENT PROCESS

Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the first or second Appellate Authority, as the case may be, in accordance with the provisions of chapter III of The Rajasthan Transparency in Public Procurement Act, 2012 and chapter VII of The Rajasthan Transparency in Public Procurement Rules, 2013. The first Appellate Authority shall be the Secretary, RSBTDA while the second Appellate Authority shall be Chairman, Rajasthan State Bus Terminal Development Authority, Jaipur.

5. BIDDING PROCESS

5.1 OVERVIEW

5.1.1 The Bidders are required to submit their e-Bids in two covers as follows:

Cover 1: This shall contain scanned copies of documents relating to (i) Bid Security, (ii) Bank Drafts towards cost of Bid document and RISL processing fee (ii) Technical Bid with all supporting documents as stipulated in this RFP.

Cover 2: This shall contain only the Price Bid for the Project.

5.1.2 The Bidders qualified in the Financial Eligibility Criterion and the Technical Experience Criteria will only be eligible for opening & evaluation of their Price Bids. Evaluation of the Price Bids will be the final stage of evaluation process.

5.1.3 In order to accomplish a comprehensive, expeditious and fair Bid evaluation process, Bidders are requested to study the contents of the RFP documents completely and carefully. The Bidders may obtain formal clarifications, if required from RSBTDA / Consultant/Adviser in this regard.

5.1.4 Generally, the Preferred Bidder shall be the highest (H1) Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in this RFP, the second highest bidder (H2) be invited to match the Bid submitted by the highest (H1) Bidder in case such highest Bidder withdraws or is not selected / considered for any reason. In the event that none of the other Bidders match the Bid of the highest Bidder, the Authority may, in its discretion, invite fresh Bids from all the participating Bidders or annul the bidding process, as deemed appropriate by it.

6. PREPARATION AND SUBMISSION OF BIDS

6.1 GENERAL SUBMISSIONS

- 6.1.1 Bidders must submit their Bids online at e-procurement portal i.e. <http://eproc.rajasthan.gov.in>.
- 6.1.2 The Bidders who wish to participate in this online Bid process will have to register on www.eproc.rajasthan.gov.in and will have to procure Digital Certificate as per Information Technology Act, 2000 using which they can sign their electronic Bids.
- 6.1.3 Bidders are advised to refer to the order issued by the Finance Department, GoR vide F.1(1)FD/GF&AR/2007 (Circular No. 19/2011) dated 30.09.2011 for getting acquainted with e-tendering process (Annexure - A11).
- 6.1.4 All the documents uploaded should be digitally signed with the DSC of authorized signatory and uploaded only in PDF format with clear readability and prescribed filename.
- 6.1.5 A Single Stage 2 - Cover system shall be followed for the Bid:

Cover 1: Technical bid

The Technical bid shall consist of the following documents:

- Scanned copy of Demand Draft for Bid Security (if in the form of Bank Guarantee, it should be as per Annexure A8)
- Scanned copies of Bank Drafts towards cost of Bid document and RISL processing fee
- Checklist of Submissions as per Annexure A1.
- Covering Letter as per Annexure A2.
- Letter of Undertaking as per Annexure A3.
- Consortium Agreement (in case of Consortium) as per Annexure A4.
- Power of Attorney for the Bid Signatory as per Annexure A5.
- Power of Attorney for lead member (in case of Consortium) as per Annexure A6.
- Board Resolution as per Annexure A7.
- General Information of the Bidder as per Annexure B1.
- Financial Summary as per Annexure B2.
- Development/Construction experience details as per Annexure B3.

Cover 2: Financial Bid

The Financial Bid shall consist of the following document:

- Price Bid as per Annexure C1

6.1.6 Submission of Bid documents in any cover other than as specified above shall result in outright rejection of Bid.

6.2 INSTRUCTIONS FOR SUBMISSION OF BID

i. General Information of the Bidder

- a) Details of the place of incorporation, registered office (or its equivalent / corporate office), current directors, key management personnel and principal shareholders, legal jurisdiction, principal country where assets are located and where the Bidder is a subsidiary company, the details of the Bidder's status as a subsidiary together with the name, registered office (or its equivalent), current directors and principal shareholder of its immediate and all superior holding companies.
- b) In case of Bidder being a Consortium, the above information should be given for all the members of the Consortium including the role of each member of the Consortium in implementation of the Project.
- c) Contact details comprising name, designation, address, telephone and facsimile numbers, E-mail address of the Bidder (Lead Member and each member in case of Consortium) and the names and titles of the persons who are the principal contact persons shall be provided. This information is to be provided as per **Annexure B1**.
- d) All the pages / documents of Technical Bid shall be duly paginated, signed and sealed.

ii. Financial Qualifications (to meet the Financial Eligibility Criteria)

- (a) The Bidders shall submit their financial summary to meet the Financial Eligibility Criteria as per **Annexure B2**.
- (b) The Bidders shall be required to submit latest Audited Annual Accounts of single entity or of all the consortium members for last three consecutive financial years prior to Bid Due Date in support of the above, as attachments to the **Annexure B2**.

iii. Experience Qualifications (to meet the Technical Experience Criteria)

Development / Construction Experience: Details shall be furnished

separately for each member of Consortium as per **Annexure B3**.

6.3 INSTRUCTIONS FOR SUBMISSION OF PRICE BID

The Bidders shall be required to quote only "Additional Annual Premium" under the Price Bid in Cover 2 in the prescribed format as per **Annexure - C1** in excel format.

6.4 COMMON INSTRUCTIONS

6.4.1 If the Bidder does not follow the instructions contained in RFP, RSBTDA / PDCOR will not assume any responsibility for the misplacement or premature opening of the Bid, especially the Financial Bid.

6.4.2 Original documents for Bid Security, cost of Bid document and RISL processing fee shall be submitted by the Bidder no later than the time and date specified in the RFP at the address mentioned in the RFP. Bids of those Bidders who fail to comply with this requirement shall not be opened.

6.5 SIGNING OF BID

The Authorized Signatory shall sign or initial each page of the Bid documents along with the stamp of the Bidder / Lead Member in case of a consortium and upload the same on the website. The Authorized Signatory should also sign & stamp each page of the RFP (including the Draft Concession Agreement and any addendum) issued before uploading the same on the website.

6.6 BIDS NOT SUBMITTED BY BID DUE DATE

6.6.1 Bids shall be submitted online at e-procurement portal (www.eproc.rajasthan.gov.in) and up to the time and date specified in the NIB.

6.6.2 The website shall not accept uploading of Bids after the prescribed period reckoned from the clock of the website. It shall be the Bidders' responsibility to ensure that the Bids are timely submitted on or before the Bid Due Date.

6.7 WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS

6.7.1 A Bidder may withdraw / modify or re-submit its Bid (technical and / or financial cover) on e-procurement portal as per the instructions / procedure mentioned at e-procurement website under the section "Bidder's Manual Kit".

6.7.2 Bids withdrawn shall not be opened and processed further.

6.7.3 The Bidders are neither allowed to make any modifications nor make any substitution to the Bid submitted nor withdraw the Bid at any point of time during the Bid Validity Period or any extension thereof.

7. BID OPENING AND EVALUATION

7.1 OPENING OF TECHNICAL BIDS

- 7.1.1 The Bids shall be opened on the date and time mentioned in the NIB / RFP in the presence of the Bidders or their authorised representatives who choose to be present.
- 7.1.2 The Bidder's representative attending the Bid opening meeting shall be required to present a letter of authority from the Bidder.
- 7.1.3 All the documents submitted for Technical Eligibility Criteria under the relevant cover shall be opened & downloaded from the e-Procurement website only for those Bidders who have uploaded scanned copies of Bank Drafts towards cost of Bid documents and RISL processing fee and scanned copy of Bank Guarantee for the Bid Security amount as stipulated in the RFP and has also furnished original documents thereof as required in this RFP.
- 7.1.4 The names of Bidders who have withdrawn their Bids as per terms & conditions of RFP shall be announced and recorded and such withdrawn Bids shall not be opened.
- 7.1.5 Name of Bidders who have substituted or modified their Bids shall be announced and recorded.
- 7.1.6 At the outset it shall be ascertained whether the Bidder has uploaded scanned copies Bank Drafts towards cost of Bid documents and RISL processing fee and scanned copy of Bank Guarantee for Bid Security. It shall also be verified from the record if the Bidder has furnished hard copies of these documents as per requirement of RFP. Any failure on the part of the Bidder in this respect shall render the Bid liable for rejection.
- 7.1.7 The Price Bids of only those Bidders who qualify in the evaluation of Technical Bids would be opened. Bidders who have qualified the Eligibility Criteria will be informed regarding, venue, date and time of the Price Bids opening at appropriate time.

7.2 PROCESS TO BE CONFIDENTIAL

- 7.2.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to the Bidders or any other persons not concerned with such process until the process is completed and issue of the LoA to the Preferred Bidder has been announced.

7.3 CLARIFICATION OF BIDS

- 7.3.1 To assist in the examination, evaluation, and comparison of Bids, RSBTDA / PDCOR may, at its discretion, ask any Bidder for information / clarification / substantiation.

- 7.3.2 In addition, RSBTDA may utilize services of any other consultants / advisors / experts to assist in the examination, evaluation and comparison of Bids.
- 7.3.3 However, clarifications if any required from Bidder, shall be in written form and will be communicated to Bidder by RSBTDA / Consultant/Adviser. The Bidder shall respond to such communication within the time prescribed therein.
- 7.3.4 Any clarification volunteered by a Bidder with regard to its Bid that is not in response to a request by the RSBTDA/Adviser shall not be considered by RSBTDA /Adviser.
- 7.3.5 No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the RSBTDA /Adviser in the evaluation of the Financial Bids.
- 7.3.6 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

7.4 EVALUATION OF BIDS

7.4.1 Evaluation of Technical Bid

- a. Process: RSBTDA may constitute a Bid Evaluation Committee for evaluating the Bids. The submissions of the Technical Bid would be evaluated. If the submission is not in substantial compliance of RFP, the submission will be rejected and the Bidder will be eliminated from further evaluation process. The right to determine the 'substantial compliance' or otherwise will rest solely with RSBTDA/Committee and no correspondence and/or representation towards this will be entertained.
- b. The evaluation of the Technical Bid is summarised as below:

Criteria*	Result
Financial Eligibility Criteria & Technical Experience Criteria specified in the RFP	Yes/No

- c. If the answer to the 'Result' is 'No' the Bid shall be classified as 'non-qualifying' and hence would not be taken up for opening and evaluation of the Price Bid. If answer to the 'Result' is 'Yes' then the Price Bid of the Bidder will be opened and evaluated.

7.5 CORRECTION OF ERRORS

Bid determined to be substantially responsive will be checked for any arithmetic errors. Wherever there is discrepancy between the amounts in figures and in words, the higher of the two amounts will be considered; and

- a. The interpretation/corrections made by RSBTDA / Committee, as explained above, shall be binding upon the Bidder.

- b. If the Bidder does not accept the interpretation / corrections in the Bid, the Bid may be summarily rejected and Bid Security may be forfeited.

7.6 Evaluation of Price Bids

Evaluation: Highest Additional Annual Premium quoted by the Bidder shall be the sole criterion to identify the Preferred Bidder.

In the event two or more Bidders offer the same “Additional Annual Premium”, RSBTDA may ask the said Bidders to furnish their respective revised offer which shall not be lower than Total Annual Premium as per the initial offer made by the Bidder. The Highest Bidder (H1) shall be identified on the basis of such revised offer.

7.7 CONFIDENTIALITY

The confidentiality of the Technical Bid of each Bidder will be respected by RSBTDA /Adviser and will not be divulged unless required by operation of law. The contents of the Technical Bids and any other non-proprietary information, of the Preferred Bidder may be made public at the sole discretion of RSBTDA.

8. AWARD OF PROJECT / SIGNING OF CONCESSION AGREEMENT

8.1 RSBTDA'S RIGHT TO REJECT ANY OR ALL BIDS

RSBTDA reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to the award of Concession, without assigning any reason and thereby without incurring any liability to the affected Bidder or Bidders and/or any obligation to inform the affected Bidder or Bidders of the grounds for its action.

8.2 ISSUE OF LoA AFTER EVALUATION OF THE BIDS AND APPROVAL OF RSBTDA

Upon completion of the Bid evaluation process, acceptance of the Bid and intention of award of the Project / Concession would be conveyed by RSBTDA to the Preferred Bidder, who satisfies all other compliance requirements. The Letter of Award (LoA) would be issued by RSBTDA to the Preferred Bidder.

8.3 FULFILMENT OF CONDITIONS FOR SIGNING OF CONCESSION AGREEMENT AS INCLUDED IN LoA

The Preferred Bidder needs to fulfil conditions stipulated in Bid Data Sheet regarding furnishing of Upfront Amount before signing of the Concession Agreement, Success Fee and Construction Performance Security within 21 (twenty one) days from the date of issue of LoA. The Preferred Bidder shall within 30 (thirty) days of issue of LoA incorporate Special Purpose Company (SPC) under Companies Act 2013 exclusively for developing, operation and maintenance of the Project during the Concession Period and submit the related documents with equity details as per the RFP / Submitted Bid of the Preferred Bidder within such 30 (thirty) days.

If the Preferred Bidder fails to fulfil the above conditions within the stipulated period, RSBTDA would have a right to reject the Bid and forfeit the Bid Security of the Preferred Bidder and consider the offer of the second Highest Bidder (H2). The decision of RSBTDA in this regard shall be final and binding.

8.4 SIGNING OF CONCESSION AGREEMENT

- 8.4.1 The Preferred Bidder shall sign the Concession Agreement with RSBTDA within 45 (forty five) days of issue of LoA upon fulfilling the requirements mentioned at Clause 8.3 above. The Preferred Bidder shall bear the cost of non-judicial stamp of specified value to be purchased from anywhere in Rajasthan only.

8.4.2 If the Preferred Bidder fails to sign the Concession Agreement with RSBTDA within the time specified in LoA, the Bid Security of the Preferred Bidder shall be forfeited. In that event, RSBTDA shall have right to award the Project to the second Highest Bidder (H2) and enter into Concession Agreement accordingly.

8.4.3 RSBTDA shall release the Bid Security to the Preferred Bidder only upon its signing the Concession Agreement with RSBTDA.

8.5 POSSESSION OF SITE TO CONCESSIONAIRE

The Concessionaire upon signing of the Concession Agreement can fix a date mutually agreeable to both parties, and take over the Site from RSBTDA with inventory and records of material/assets in the premises as per stipulations in Concession Agreement.

8.6 PAYMENT OF TOTAL ANNUAL PREMIUM

Concessionaire shall pay to the Authority the Total Annual Premium. Taxes as applicable shall be payable extra. The Total Annual Premium shall be paid by the Concessionaire in advance on year to year basis starting from 36 (thirty six) months from the Compliance Date in conformity with provisions of RFP. The Total Annual Premium shall be escalated by 15% every three years. For avoidance of doubt, it is clarified that the first escalation factor of 15% (fifteen percent) shall become applicable on completion of 72 (seventy two) months from Compliance Date.

8.7 OTHER STATUTORY PAYMENTS

Preferred Bidder shall pay to the Authority, any other charges, cess, duties as leviable as per statutory requirement of GoR/Gol and will be subject to change as and when revised by GoR/Gol.

ANNEXURES

PART A
FORMATS FOR BID SUBMISSION

Reference to Annexure	Content/Format
Annexure A1	Checklist for Submission
Annexure A2	Covering Letter
Annexure A3	Letter of Undertaking
Annexure A4	Consortium Agreement including appointing Lead Member (in case Bidder being a Consortium)
Annexure A5	Power of Attorney for the Bid Signatory
Annexure A6	Power of Attorney for appointing the Lead Member - Signed by all members of the Consortium
Annexure A7	Board Resolution
Annexure A8	Bank Guarantee for Bid Security

**Annexure A1
CHECKLIST FOR SUBMISSION**

S.No.	Enclosures to the Technical & Price Bid	Status (Submitted / Not Submitted)	Remarks
1.	Covering Letter (A-2)		
2.	Demand Draft towards cost of RFP document		
3.	Demand Draft towards RISL Processing Fee		
4.	Letter of Undertaking (A-3)		
5.	Consortium Agreement (A-4) <i>(In Case The Bidder is a Consortium)</i>		
6.	Power of Attorney for the Bid Signatory (A-5) (choose any one) In case the Bidder is submitting the Bid on its own OR In case the Bidder being a Consortium		
7.	Power of Attorney for the Lead Member (A-6) <i>(In case the Bidder is a Consortium)</i>		
8.	Board Resolution (A-7)		
9.	Bank Guarantee for Bid Security(A-8)		
10.	General Information (B-1)		
11.	Financial Summary (B-2)		
12.	Development/Construction Experience Details (B-3)		
13.	Experience Certificates for Development		
14.	Price Bid or Financial Bid (C-1)		

**Annexure A2
COVERING LETTER**

Date:

To,
The Secretary,
Rajasthan State Bus Terminal Development Authority,
Parivahan Bhawan,
Sahkar Marg,
Jaipur, 302005
Rajasthan

**Sub: Bid for Development of Integrated Bus Terminal cum Commercial
Complex at Heerapura, Jaipur - A Green Field Project undertaken
by Rajasthan State Bus Terminal Development Authority.**

Dear Sir,

1. We are submitting this Bid (Proposal) on our own.

(or)

We are submitting this Bid (Proposal) as the Lead Member of a Consortium
consisting of the following members, for and on behalf of the Consortium.

S#	Names of Consortium Members	Address
1. (Lead Member)	
2. (Member)	
3. (Member)	

As a Lead Member, we understand the obligations of the Concessionaire to
implement the Project. We are enclosing Consortium Agreement signed by
all the members of the Consortium, nominating and authorizing us to act as
'Lead Member' for implementing the Project.

2. Having visited the Project Site and examined the RFP Document for the
execution of the Concession Agreement for the captioned Project, we have
understood the ground realities associated with the location of the Site and
have considered the same while working out our Financial Bid. We the
undersigned offer to plan, design, engineer, finance, construct, operate,

maintain whole of the said 'Project' including marketing of permissible components and maintenance of the entire complex of Bus Terminal during the Concession Period in conformity with the RFP. On expiry of Concession Period by efflux of time or earlier termination, as the case may be, we agree to transfer whole of the Project to RSBTDA as per terms of RFP.

3. We understand that we shall be required to incorporate an SPC within 30 (thirty) days of the issue of LoA with shareholding pattern as indicated in the RFP which shall be the Concessionaire to implement the Project. The RFP Volume I and Volume II of this Bid (with amendment if any) and the LoA issued by RSBTDA in lieu of its acceptance shall form part of the Project Agreements to be signed between the Concessionaire and the Rajasthan State Bus Terminal Development Authority (RSBTDA) with Preferred Bidder as the confirming party. If a Bidder is nominated as Preferred Bidder, we understand that it is on the basis of the technical, financial & organizational capabilities and experience of the Bidder taken together. We understand that the basis for our qualification will be the complete Bid documents submitted along with this letter and that any circumstance affecting our continued eligibility as per RFP or any circumstance which would lead or have led to our disqualification, shall result in our disqualification under this Bidding process.

4. We agree that;

- (a) if we fail to meet the obligations as defined under the head "Bus Terminal Facilities" and/ or Technical Specifications and/ or the Performance Standards according to the conditions/ stipulations of the RFP/ Concession Agreement,

OR

- (b) If we fail to offer/provide required facilities to the RSBTDA or its Authorized Representative for carrying out the inspection of works, operations and performance

RSBTDA or its representative shall be at liberty to take action in accordance with the RFP/ Concession Agreement.

5. We undertake, if our Bid is accepted, to complete the Project, commence operations and manage as per the RFP/ Concession Agreement.
6. We agree to abide by this Bid for a period of **120 (one hundred and twenty) days** from the Bid Due Date and it shall remain binding upon us. The Bid may be accepted by the Authority at any time before the expiry of that period.
7. In the event of our Bid being accepted, we agree to enter into a formal Concession Agreement within 45 (forty five) days of issue of LoA with RSBTDA by incorporating a Special Purpose Company for exclusive implementation, incorporating the conditions of the Bid including the draft Concession Agreement thereto annexed and written acceptance thereof.

8. We agree, if our Bid is accepted, for the following:
 - a) To make payment of Upfront Amount of Rs 4.00 crore (Rs four crore) to RSBTDA through a bank draft drawn in favour of Secretary, Rajasthan State Bus Terminal Development Authority payable at Jaipur after issue of Letter of Award but before signing of the Concession Agreement.
 - b) To make payment of non-refundable and irrevocable 'Project Development Fee' amount of Rs. 60.00 lakh (Rupees sixty lakh only) plus service tax through a Demand Draft from any Nationalized Bank in the name of PDCOR Limited payable at Jaipur, within 21 (twenty one) days of issue of LoA.
 - c) To furnish the Construction Performance Security for Rs. 3.00 crore (Rupees three crore only) as per requirement of RFP as a pre-condition to signing of the Concession Agreement within 21 (twenty one) days of issue of LoA.
9. We agree that if we fail to fulfill any of the conditions mentioned at paragraphs 7 and 8 above, RSBTDA shall have the right to forfeit the Bid Security being furnished by us along with this Bid.
10. Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms as under:
 - Undertake development of Bus Terminal Facilities and Commercial Facilities as indicated in the RFP;
 - Adhere to Development Controls / Building By-laws of Jaipur Development Authority/Town Planning norms or any other statutory provisions in force through local bodies / GoR authority/instrumentality.
 - Follow Technical Specifications, the Performance Standards as stipulated in the RFP;
 - Observe Environmental Norms of the State and Central Governments.
 - Be in compliance of any other regulation as applicable.
11. We understand that RSBTDA is not bound to accept any or all Bids it may receive.
12. We declare that we have disclosed all material information, facts and circumstances, which would be relevant to and have a bearing on the evaluation of our Bid and selection as Concessionaire.
13. We do also certify that all the statements made and/or any information provided in our proposal are true & correct and complete in all aspects.

14. We declare that in the event that RSBTDA discovers anything contrary to our above declarations, it is empowered to forthwith disqualify us and our Bid from further participation in the Bid evaluation process and forfeit our Bid Security.

Dated this _____ day of _____ 2018

(Signature)

(Name of the person)

(In the capacity of)

Company Seal

(Name of the Bidder)

Duly authorized to sign Proposal for and on behalf of (Fill in block capitals)

**Annexure A3
LETTER OF UNDERTAKING**

[To be furnished by the Bidder on its letterhead,
In case of Consortium to be given separately by each member of the
consortium]

Date:

To,
The Secretary,
Rajasthan State Bus Terminal Development Authority,
Parivahan Bhawan,
Sahkar Marg,
Jaipur, 302005
Rajasthan

**Subject: Bid for Development of Integrated Bus Terminal cum Commercial
Complex at Heerapura, Jaipur - A Green Field Project undertaken
by Rajasthan State Bus Terminal Development Authority**

Dear Sir,

We confirm that

- We are not barred by Government of Rajasthan (GoR), any other State Government in India (SG) or Government of India (Gol) or any of the agencies of GoR/SG/Gol from participating in any category of infrastructure projects (EPC, DFBOT or otherwise) as on the Bid Due Date.
- We are not insolvent, in receivership, bankrupt or in the state of being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
- We have not, and our directors and officers have not, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- We have not a conflict of interest in the procurement in question as specified in the bidding document.
- Our Bid conforms to all the requirements of RFP and that it is unconditional.

- We are in compliance with the code of integrity as specified in the bidding document.
- We hereby declare that we shall treat the tender documents, drawings and other records, connected with the work, as secret confidential documents and shall not communicate information derived from such documents to any person other than a person to whom we are authorized to communicate the same or use the information in any manner prejudicial to the safety of the same.
- We understand that failure to observe the secrecy of the tenders will render the Bid liable to rejection.
- We understand that on being selected as the Preferred Bidder, before entering in to Concession Agreement, we are required to fulfill following conditions:
 - We have to convey our acceptance to the Letter of Award within seven days of its issue by RSBTDA
 - Incorporate an SPC under Company's Act 2013 within 30 (thirty) days of issue of LoA
 - Make payment of Upfront Amount of Rs 4.00 crore (Rs four crore) to RSBTDA through a bank draft drawn in favour of Secretary, Rajasthan State Bus Terminal Development Authority payable at Jaipur after issue of Letter of Award but before signing of the Concession Agreement
 - Furnish Construction Performance Security for an amount of Rs 3.00 crore in the form and manner stipulated in RFP within 21 (twenty one) days of Issue of LoA.
 - Make payment of Project Development Fee to PDCOR Ltd for an amount of Rs 60.00 (Sixty) lakh plus applicable taxes within 21 (twenty one) days of Issue of LoA.
- Unless and until a formal Concession Agreement is entered in to between relevant parties, this Bid, together with our written acceptance of Letter of Award shall constitute a binding agreement between us.
- We are not participating in more than one Bid in this Bidding process.

Yours faithfully,

(Signature of Authorised Signatory)

(Name, Title, Address, Date)

**Annexure A4
Format For
CONSORTIUM AGREEMENT**

(In case the Bidder being a Consortium)

(On Non Judicial Stamp Paper of appropriate value)

THIS AGREEMENT is executed at _____ on this _____ day of _____ 2018 between _____ a Company registered under the Companies Act 1956/2013 and having its registered Office at _____ (hereinafter referred to as “the Party of the First Part”) and _____ also a Company registered under the Companies Act 1956/2013 and having its registered office at _____ (hereinafter referred to as “the Party of the Second Part”) and _____ also a Company registered under the Companies Act 1956/2013 and having its registered office at _____ (hereinafter referred to as “the Party of the Third Part”)

WHEREAS

- I. All the Parties of the First, Second & Third Part are entitled to enter into joint venture / partnership with any person or persons including a company for carrying on the business authorized by their respective Memorandum of Association or their incorporation documents, as the case may be.
- II. The Parties hereto propose to participate as a Consortium for the Bid based on the Request for proposal (RFP) from Rajasthan State Bus Terminal Development Authority (RSBTDA), for the project Development of an Integrated Bus Terminal and Commercial Complex at Heerapura, Jaipur , Rajasthan (“**the Bid**”) by pooling together their resources and expertise.
- III. If the Parties hereto succeed in the Bid, they agree to incorporate a Special Purpose Company (SPC) which will exclusively undertake planning, designing, engineering, financing, construction, marketing, operation and maintenance of the proposed Development of an Integrated Bus Terminal and Commercial Complex at Heerapura, Jaipur, Rajasthan (“**the Project**”).
- IV. The Parties hereto are desirous of recording the broad terms of their understanding as set out herein below:

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the Parties hereto agree to carry on the business in Joint Venture on the broad terms and conditions herein through a Special Purpose Company (SPC) to be incorporated by them with the shareholding commitments expressly stated to domicile the project, prior to the implementation.

2. That the business of the SPC will be that of exclusively Planning, Designing, Engineering, Financing, Constructing, Marketing, Operating & Managing Project of Integrated Bus Terminal and Commercial Complex at Heerapura, Jaipur, Rajasthan.
3. That in the event the Parties hereto succeed in the Bid for the Project, the SPC will execute the Project in accordance with terms and conditions of the Bid document and will execute the Concession Agreement and all the documents / writings / papers with the RSBTDA and construct and commission the Project in accordance with the plans / designs sanctioned by the appropriate/ concerned authorities.
4. That it shall be ensured that the consortium as a whole maintains minimum 51% of the equity share capital in the SPC for a period that shall not be less than 5 (five) years from Commercial Operation Date.
5. That it shall also be ensured that _____ (“the **Lead Member**”) holds at least 26% of the Equity Share Capital of the SPC for a period that shall not be less than 5 (five) years from Commercial Operation Date, and _____ and _____ (“**Constituent Members**”) hold at least 10% of the Equity Share Capital of the SPC each, for a period of 5 (five) years from Commercial Operation Date.
6. The roles and responsibilities of the Members of the Consortium shall be as follows:
 - (a) The Party of the First Part (Lead Member) shall be responsible for:
 - (i)
 - (ii)
 - (iii)
 - (b) The Party of the Second Part shall be responsible for:
 - (i)
 - (ii)
 - (c) The Party of the Third Part shall be responsible for:
 - (i)
 - (ii)
 - (iii)

(Note: Role & responsibility of all Members of the Consortium shall be included in the above para).
7. Each of the Parties shall be liable and responsible jointly and severally for:
 - (i) Compliance of all statutory requirements as may be applicable in respect of the Project.

- (ii) Contribute to the Joint Venture all of its management and business experience, expertise, competence and acumen for the success of the Project.
8. That the responsibility of all the members of the Consortium shall be joint and several at every stage of implementation of the Project.
9. That in case the Project is awarded to the Consortium, the Consortium shall carry out all the responsibilities as the Concessionaire and shall comply with all the terms and conditions of the Concession Agreement as would be entered with the RSBTDA.
10. That this Agreement shall remain in full force and effect till the Project is awarded, the SPC is formed and the Concession Agreement is signed.
11. That nothing in this Agreement shall be construed to prevent or disable any Party hereto to carry on any business on their own in terms of their respective Memorandum of Association or any constituting document of the entity.

(Note: The above provisions are mandatory, the Consortium may add any other provision, if required, which are not contradictory to the above)

IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written.

Signed and delivered for and on behalf

of the within named M/s.....

..... by its Director / Authorized Representative,

.....

duly authorized in the presence of

.....

Signed and delivered for and on behalf

of the within named M/s.....

...by its Director / Authorized Representative,

.....

duly authorized in the presence of

.....

Signed and delivered for and on behalf

of the within named M/s.....

....by its Director / Authorized Representative,

.....

duly authorized in the presence of

.....

Signed and delivered for and on behalf

of the within named M/s.....

....by its Director Authorized Representative,

.....

duly authorized in the presence of

.....

Annexure A5
Format for
POWER OF ATTORNEY FOR THE BID SIGNATORY
(in case the Bidder is submitting the Bid on its own)
{On Requisite Stamp Paper}

KNOW ALL MEN by these presents that we,
[name of the Company], a company within the meaning of the Companies Act, 2013
(incorporated under the Companies Act 1956/2013), having its Registered Office at
.....[Address of the Company] (hereinafter
referred to as “Company”):

1. WHEREAS in response to the Request for Proposal (RFP) to Plan, Design, Engineer, Finance, Construct, Market, Operate, and Transfer basis including maintaining and operating the Integrated Bus Terminal and Commercial Complex at Heerapura, Jaipur, Rajasthan, the Company is submitting its Bid Comprising Technical and Price Bids on behalf of the Bidder/ Consortium to the Secretary, Rajasthan State Bus Terminal Development Authority, Parivahan Bhawan, Sahkar Marg, Jaipur and is desirous of appointing an attorney for the purpose thereof.

WHEREAS the Company deems it expedient to appoint Mr. _____ son of _____ resident of _____, holding the post of _____ as the Attorney of the Company.

NOW KNOW WE ALL BY THESE PRESENTS, that _____[name of the lead member company] do hereby nominate, constitute and appoint.....[name & designation of the person].....as its true and lawful Attorney so long as she/he is in the employment of the Company 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 Company’s official representative for submitting the Bid comprising Technical Bid and Price Bid for the said project and other relevant documents in connection therewith;
- To sign all the necessary documents, papers, testimonials, 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 Bid and other documents, as may be necessary;
- To do all such acts, deeds and things in the name and on behalf of the Company as necessary for the purpose aforesaid.

<p>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 --- Day of -----, 20__ in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company [name of the company]</p>	<p>-----</p> <p>[name & designation of the person]</p> <p>-----</p> <p>[name & designation of the person]</p>
--	---

OR

Format for

**POWER OF ATTORNEY (POA) FOR AUTHORIZED SIGNATORY ON BEHALF OF
MEMBERS OF CONSORTIUM**

(In case the Bidder being a Consortium)

{On Requisite Stamp Paper - be in the name of the company who is issuing the
power of Attorney}

Know all men by these presents, that We (name of member of the consortium with the address of the registered office) do hereby constitute, appoint and authorise Mr./Ms. (name and residential address) who is presently employed with us and is holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid submitted in response to the Request for Proposal (RFP) for Planning, Designing, Engineering, Financing, Constructing, Marketing, Operating, Maintaining and to Transfer of Integrated Bus Terminal and Commercial Complex at Heerapura, Jaipur, Rajasthan ("Project").

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and affirm that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For _____

Accepted

.....(signature)

(Name, Title and Address of the Attorney)

.....(signature)

.....(signature)

(Name, Title and Address of the two Witnesses)

Note:

- ◆ *To be executed by all the members in case of a Consortium.*
- ◆ *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.*

Annexure A6
Format For
APPOINTING THE LEAD MEMBER - SIGNED BY ALL MEMBERS OF THE CONSORTIUM
{On Requisite Non Judicial Stamp Paper}

KNOW ALL MEN by these presents that this Power of Attorney is being issued by, ...[name of the company], a company within the meaning of the Companies Act, 2013 (incorporated under the Companies Act 1956/2013), having its Registered / Corporate Office at[Address of the Company],[name of the company], a company within the meaning of the Companies Act, 2013 (incorporated under the Companies Act 1956/2013), having its Registered / Corporate Office at[Address of the Company],[name of the company], a company within the meaning of the Companies Act, 2013 (incorporated under the Companies Act 1956/2013), having its Registered / Corporate Office at[Address of the Company],[name of the company], a company within the meaning of the Companies Act, 2013 (incorporated under the Companies Act 1956/2013), having its Registered Office at[Address of the Company] (hereinafter collectively referred to as "Consortium").

WHEREAS the Consortium is to submit a Bid in response to the Request for Proposal ("RFP") for the 'Development of Integrated Bus Terminal and Commercial Complex at Heerapura, Jaipur, Rajasthan' on PPP mode, issued by Rajasthan State Bus Terminal Development Authority (RSBTDA) and is desirous of appointing a Lead Member for the purpose thereof.

Whereas the Consortium deems it expedient to appoint M/s._____ (name of Company, registered office address), as the Lead Member of the Consortium.

NOW KNOW WE ALL BY THESE PRESENTS, that the Consortium 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 Consortium in its name and on its behalf, that is to say:

- (a) To act as the Lead Member of the Consortium for the Purposes of the Project;
- (b) In such capacity, to act as the Consortium's official representative for submitting the Technical and Price Bid for the Project and other relevant documents in connection therewith.
- (c) To sign all papers for bids, offers, Project documents, necessary documents, papers, applications, representations and correspondence necessary and proper for the purpose aforesaid;
- (d) To tender documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;

- (e) To sign and execute contracts relating to the Project, including variation and modification thereto;
- (f) To represent the Consortium at meetings, discussions, negotiations and presentations with RSBTDA, Competent Authorities and other Project related entities;
- (g) To receive notices, instructions and information for and on behalf of the Consortium;
- (h) To execute the Concession Agreement for and on behalf of the Consortium;
- (i) To do all such acts, deeds and things in the name and on behalf of the Consortium as necessary for the purpose aforesaid.

AND the Consortium 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 has put 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 --- Day of -----, 20__ in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company LLP of [name of the company]	The common seal of [name of the ----- [name & designation of the person]
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 --- Day of -----, 20__ 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 ----- [name & designation of the person]
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 --- Day of -----, 20__ in the presence of [name & designation of the person] and	The common seal of [name of the -----

countersigned by [name & designation of the person] of the Company of [name of the company]	[name & designation of the person]
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 --- Day of -----, 20__ 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 ----- [name & designation of the person]

**Annexure A7
Format For
BOARD RESOLUTION**

(Board resolution by the Bidder or each member of the consortium, in case the Bidder is Consortium, indicating the approval to undertake the project and authorize a person for signing of necessary documents).

Resolved that the company will participate in the bidding for the “Development of Integrated Bus Terminal and Commercial Complex at Heerapura, Jaipur, Rajasthan” on PPP mode, issued by Rajasthan State Bus Terminal Development Authority (RSBTDA) on DFBOT basis by forming a consortium with.....at..... andat.....

Further it is resolved that the following person is being nominated for representing the company and signing the documents on company’s behalf.

Name:

Designation:

Contact number:

Contact Address:

Annexure A8
Format for
BID SECURITY (BANK GUARANTEE)
(On Requisite Stamp Paper)

This Deed of Guarantee is made on this _____ day of _____, 2018 at _____ by _____, a Scheduled Commercial Bank within the meaning of the Reserve Bank of India Act, 1934 and constituted under the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 and having its Registered Office at _____ and inter alia an operational Branch Office at _____, Jaipur (hereinafter referred to as “**the Bank**” or “**the Guarantor**”, which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns) in favour of “**Secretary, Rajasthan State Bus Terminal Development Authority, Jaipur**”, having its Registered Office at Parivahan Bhawan, Sahkar Marg, Jaipur, 302005, Rajasthan (hereinafter referred to as “**RSBTDA**” which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns).

WHEREAS, RSBTDA undertook the process of competitive bidding for selection as Preferred Bidder for “Development of Integrated Bus Terminal and Commercial Complex at Heerapura, Jaipur, Rajasthan” on PPP mode, issued by Rajasthan State Bus Terminal Development Authority (RSBTDA) on Design, Build, Finance, Operate, Maintain and Transfer (DBFOT) Basis for which purpose RSBTDA issued a Request for Proposal (“**RFP**”) inviting Bids from the Bidders to execute the Project as per Scope of Work specified therein (“**Project**”);

WHEREAS, [name of Bidder] (hereinafter called “**the Bidder**”) has submitted his Bid dated [date] for the implementation of the Project (hereinafter called “**the Bid**”).

In the event of any breach or non-performance of the terms and conditions contained in the RFP document, including but not limited to the following:

- (1) If the Bidder withdraws its Bid during the Bid Validity Period specified in the RFP or extended as mutually agreed, as the case may be; or
- (2) If the Bidder refuses to accept the correction of errors in its Bid; or
- (3) If the Bidder submits a conditional Bid which would affect unfairly the competitive provision of other Bidders who submitted substantially responsive Bids and / or is not accepted by RSBTDA; or
- (4) If the Bidder, having been notified of the acceptance of its Bid by the RSBTDA during the period of Bid validity:
 - a) Fails or refuses to pay Upfront Amount of Rs 4.00.crore (Rs four crore) in accordance with the RFP document / LoA;
 - b) Fails or refuses to pay the Project Development Fee in accordance with

the RFP document / LoA;

- c) Fails or refuses to submit the Bank Guarantees towards Construction Performance Security, in accordance with the RFP document and Letter of Award;
- d) Fails or refuses to execute the Concession Agreement in accordance with the RFP document.

The Guarantor absolutely, irrevocably and unconditionally guarantees and undertakes to pay to RSBTDA a sum of Indian Rupees 1.20 crore (Rupees one crore and twenty lakh only), without any protest or demur and upon serving a written claim/demand on the Bank by RSBTDA. This Guarantee is independent of the terms and conditions of the RFP and shall not be affected in any manner by any amendments made to the RFP and no prior consent or notice to the Guarantor is needed for any amendment to the RFP.

This Guarantee will remain in force up to 180 (one hundred eighty) days from the Bid Due Date (inclusive of due date).

We, as Guarantor, further undertake that Secretary, RSBTDA, Jaipur shall be entitled to invoke this Bank Guarantee at ----- (name of Jaipur Branch of the Bank) Branch of the Bank located at ----- (address of the Branch at Jaipur) Jaipur; the Bank Guarantee is counter signed by the Branch Manager of the said Jaipur Branch in lieu of the commitment.

The jurisdiction in relation to this Guarantee shall be the Courts at Jaipur, Rajasthan and Laws in India shall be applicable.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee on this ____ day of _____ and year first herein above written.

Signed and delivered by the above named _____ Bank by its Authorized Signatory as authorized by

Board Resolution passed on ____ / Power of Attorney dated [.....]

Authorized Signatory

Countersigned by Branch Manager, Jaipur
Branch of the Bank

with address of Jaipur Branch

Name :

Designation:

In the presence of:

- 1.
- 2.

Annexure A9

**Copy of Order issued by Finance Department,
Government of Rajasthan**

F.1(1)FD/GF&AR/2007 (Circular no. 19/2011) dated 30.9.2011

**GOVERNMENT OF RAJASTHAN
FINANCE DEPARTMENT
(General Financial & Accounts Rules)**

No.F.1(1)FD/GF&AR/2007

Jaipur, dated: 30-09-2011
Circular No.: 19/2011

ORDER

Government of Rajasthan has decided to implement e-Procurement System for bringing transparency in day to day working of the State. In order to implement the e-procurement system, it has been decided to avail the services of RajCOMP Info Services Ltd. (RISL) for following activities :

1. To arrange/provide training to officers/officials of departments/PSUs and bidders/contractors/vendors for implementation of e-Procurement software.
2. To extend Facility Management Services for implementation of e-Procurement software which includes providing support in e-tendering to bidders/contractors/vendors as well as officers/officials of departments/PSUs.
3. To arrange Digital Signatures as per requirement to officers/officials of departments/PSUs and bidders/contractors/vendors.
4. To provide call centre and help desk services.

For providing the above services, following charges will be payable to RISL :-

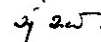
S.No.	Particulars	Charges
1.	To extend Facility Management Services for implementation of e-Procurement software which includes providing support in e-tendering to bidders/contractors/vendors as well as officers/officials of departments/PSUs.	<p>1. If tender value is less than Rs. 50.00 lacs, charges will be Rs. 500/- per bidder per tender.</p> <p>2. If Tender value is Rs. 50.00 lacs or more, charges will be Rs. 1,000/- per bidder per tender.</p> <p>Note : The above charges will be collected additionally in the form of Demand Draft (DD)/Bankers Cheque (BC) in the name of Managing Director, RISL payable at Jaipur along with prescribed tender fee from the bidders.</p>
2.	To arrange Digital Signatures as per requirement to officers/officials of departments/PSUs and bidders/contractors/vendors.	<p>Charges for arranging/organising Digital Signature along with training will be Rs. 300/- per Digital signature. The cost of digital signature will be extra depending upon the class and type of the digital signature.</p> <p>Note :</p> <p>1. The cost plus charges for the Officers/Officials of Government Department will be borne by DoIT&C from e-Procurement Project Budget head and for PSU officers/officials cost plus charges will be borne by the respective PSU/Institutions, whereas, for bidders, it will be borne by them.</p> <p>2. All Departments/PSUs/Institutions/ Bidders will have to submit individual application in</p>

GFRRULES

		respect of each signature in the prescribed format for availing digital signature along with photograph and Photo ID proof along with DD/BC. In case of Government Officers/ Officials, the request shall be made through DoIT&C, where in case of PSU/Institutions; it shall be made through an authorised officer along with Advance DD/BC. Bidders shall submit the request directly to RISL along with requisite fees in the form of DD/BC in the name of Managing Director RISL , payable at Jaipur.
--	--	--

RISL will open a separate account for the project and will submit quarterly details of Income and Expenditure under this project to Finance Department.

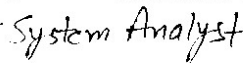
By Order,

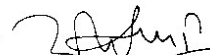


(Sanjay Malhotra)
Finance Secretary (Budget)

Copy forwarded for information and necessary action to:

1. S.A. to Governor/C.M./All Ministers/State Ministers.
2. P.S. to Chief Secretary/Addl.Chief Secretaries.
3. P.S. to Principal Secretaries/Secretaries/Special Secretaries.
4. Secretary, Rajasthan Legislative Assembly, Jaipur.
5. Secretary, Lokayukta Sachivalaya, Jaipur.
6. Secretary, Rajasthan Public Service Commission, Ajmer.
7. Registrar, Rajasthan High Court, Jodhpur/Jaipur.
8. Accountant General (Civil & Acctt.) Rajasthan, Jaipur.
9. Accountant General (Receipt & C&E) Rajasthan, Jaipur.
10. Registrar, Rajasthan Civil Service Appellate Tribunal, Jaipur.
11. All OSD/Deputy Secretaries/ Sections of the Secretariat.
12. All Heads of the Departments/All Collectors/Divisional Commissioner.
13. Director, Treasuries and Accounts, Rajasthan, Jaipur.
14. All Treasury Officers.
15. Administrative Reforms (Codification) Department (with spare copy).
16. Vidya Rachana Sangthan for Hindi translation.
17. ~~Analyst cum programmer~~, Finance Department. He is requested kindly publish this circular on FD Website.


System Analyst



(Urmila Joshi)
Officer on Special Duty

GFRRULES

PART B
FORMATS FOR TECHNICAL BID

Annexure	Format for
Annexure B1	General Information of the Bidder
Annexure B2	Financial Summary
Annexure B3	Development/ Construction Experience Details

**Annexure B1
Format For
GENERAL INFORMATION**

S. No	Particulars	Details
1)	Basic Information of Organization	
a)	Name of Bidder	
b)	Status in the Project	Single Bidder/ Lead Consortium Member / Other Consortium Member (Strike out whichever is not applicable)
c)	Country of incorporation	
d)	Address of the corporate headquarters and its branch office(s), if any, in India	
e)	Date of incorporation and / or commencement of business	
f)	Ownership of the Organization (List of stakeholders/ members who own 10% or more stocks & their interest in the company)	1. 2. 3.
g)	List of current directors	
h)	Other key management personnel	
2)	Brief description of the Company including details of its main lines of business	
3)	Proposed role and responsibilities of the Company in this project	
4)	Details of individual(s) who will serve as the point of contact/communication within the Company: (a) Name (b) Designation (c) Address (d) Telephone Number (e) E-Mail Address (f) Fax Number	

Note: In case of a Consortium, the information above (1-4) should be provided for all the members of the consortium in separate sheets.

SIGNATURE _____

NAME _____

DESIGNATION _____

COMPANY SEAL

COMPANY _____

DATE _____

**Annexure B2
Format For
FINANCIAL SUMMARY**

1. Turnover

All figures in Equivalent Currency (in Rs. Crore)

Description	Last Three Financial Years - Audited (March 31, 2017)		
	FY _____	FY _____	FY _____
Operating Revenue			
(add) Other Revenue			
Total Turnover			

Financial Year: 1st April to 31st March

2. Net-worth

All figures in Equivalent Currency (in Rs. Crore)

Description	As on March 31, 2017
Paid up equity share capital	
(add) Free Reserves (refer point 3 under Note below)	
Net-worth	

This is to certify that _____ (name of the bidder / member of the consortium) has Annual Turnover and Net Worth as shown above against the respective/s financial year/s.

Signature _____

Name of the Statutory Auditor _____

Membership no _____

Designation _____

Name of the audit firm _____

FRN _____

(Seal of the firm)

DATE _____

Note:

1. In case of Bidder being a Consortium, the above details shall be submitted for the Lead Member.

2. The Bidder/Consortium shall submit latest Audited Annual Reports (financial statements: balance sheets, profit and loss account, notes to accounts etc.) for the Lead Member and each of the Financially Significant Members in support of the financial data duly certified by statutory auditor/s. In case, company does not have statutory auditor/s, it shall be certified by the Chartered Accountant that ordinarily audits the annual financials of the company.
3. Certificate(s) from the statutory auditors specifying the net worth of the Bidder/ member of the Consortium, as at March 31, 2017. For the purpose of this RFP, net worth shall mean the sum of paid up equity share capital and reserves from which shall be deducted the sum of revaluation reserve, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

SIGNATURE_____

NAME_____

DESIGNATION_____

COMPANY SEALCOMPANY _____

DATE _____

Annexure B3
Format For
DEVELOPMENT/ CONSTRUCTION EXPERIENCE

S. No.	Name of Project	Name Client/ Owner	Location	Type of Experience: Development/Construction	Project Cost (Rs. in Crore)	Area Details (In sqm)	Developed as single entity or as Lead Member of Consortium	Completion Date
1								
2								
3								

Signature _____

Name _____

Designation _____

Company _____

Date _____

Notes:

1. In case of Consortium the above details are to be given for each Member, as applicable.
2. The claimed experience shall be supported by documentary evidence i.e. completion certificates, commissioning certificates, etc., duly attested by Architect.
3. If the Bidder is claiming experience of DBFOT / Own Project Promotion and Development Experience, then it should provide certificates from its CA / Statutory Auditor and Architect in the format given hereunder:

This is to certify that _____ (Name of the Bidder) has promoted and developed _____ (Title and nature of the Project) and the project was commissioned on _____ with a total Built-up area of _____ sqm.

Signature of the CA/ Statutory Auditors
(with seal & registration no.)

Signature of the Architect who designed the building and/or supervised construction
(with seal & registration no.)

Any other proof of development may also be provided along with the minimum required supporting document.

PART C

FORMAT FOR PRICE BID SUBMISSION

Annexures	Format for
Annexure C1	Letter & Price Bid

**Annexure C1
Format For PRICE BID**

[On the Letter head of the Bidder (in case of Single Bidder) or
Lead Member (in case of a Consortium)]

Date:

To,
The Secretary,
Rajasthan State Bus Terminal Development Authority,
Parivahan Bhawan,
Sahkar Marg,
Jaipur, 302005
Rajasthan

Subject: Development of Integrated Bus Terminal cum Commercial Complex at Heerapura, Jaipur - A Green Field Project undertaken by Rajasthan State Bus Terminal Development Authority

Dear Sir,

As a part of the Bid for the Development of Integrated Bus Terminal cum Commercial Complex at Heerapura, Jaipur, we hereby submit the following Price offer to Rajasthan State Bus Terminal Development Authority (RSBTDA), for the Concession Period of 32 (thirty two) years (including construction period of twenty four months), quoted over and above the Reserve Annual Premium of Rs. 1.00 crore (Rupees one crore only) fixed by RSBTDA.

S. No.	Particulars	Amount (in figure)	Amount (in words)
1.	Reserve Annual Premium	Rs. 1.00 crore	Rupees one crore only
2.	Additional Annual Premium* as offered by us	Rs.	Rupees
3.	Total Annual Premium** (Sr No 1+Sr No 2)	Rs.	Rupees

*** Additional Annual Premium shall be quoted in multiples of Rs. 10.00 lakh (Rupees ten lakh only)**

**** Taxes shall be payable additionally by the Bidder**

Should RSBTDA select us as the Preferred Bidder, we shall abide by the above offer and all other terms and conditions of the RFP.

Yours faithfully,

(Signature of Authorized Signatory)

(Name, Title, Address, Date)

Note: 1. The format for Price Bid and Letter shall be available on eproc website (www.eproc.rajasthan.gov.in). The bidder shall be required to quote only the amount for 'Additional Annual Premium' against the column reserved for the same. The Price Bid shall be in Excel format.

2. **FINANCIAL OFFER SHALL BE MADE BY THE BIDDER ONLY IN EXCEL FORMAT WHICH IS A PART OF ANNEXURE C1.**