

REQUEST FOR PROPOSAL (RFP)

Volume I – Information & Instructions to Bidders

**Development of Bus Terminal cum Commercial
Complex at Teen Patti, Jabalpur on PPP Mode
(on DBFOT Basis) at Jabalpur (M.P.)**

August, 2017



Issue of RFP:

This document shall be published from the office of Jabalpur Smart City limited (JSCL) at, Manas Bhawan, Wright Town, Jabalpur, Madhya Pradesh, 482002,India This document is available for purchase online by making payment of **Rs. 50,000/- (Rupees Fifty Thousand only)** through credit card / net banking from 11.00 Hours on 08-08-2017 up to 23.55. Hours on 31-08-2017 from website of www.mpeproc.gov.in

Executive Director,
Jabalpur Smart City Limited,
Manas Bhawan, Wright Town,
Jabalpur, Madhya Pradesh,
482002, India
Ph. No. +91-7611136800

Notice Inviting Tender

Development of Bus Terminal cum Commercial Complex at Teen Patti on DBFOT Basis

Jabalpur Smart City Limited invites Bids for the “**Development of Bus Terminal cum Commercial Complex at Teen Patti**” from Individual Firms/Consortia on **Design, Build, Finance, Operate and Transfer (DBFOT)** basis the Project (Area 12,067.00 Sq. Mt.). The Bid Summary and the Request for Proposal (RFP) document for the project will be available for Purchase from the website **www.mpeproc.gov.in**. This document can also be seen from the website www.jscljabalpur.org. The other details are mentioned below.

Pre Bid Meeting	21/08/2017
Last date of purchase of Tender Document	31/08/2017
Last date of submission of document online	06/09/2017
Date of opening of Technical Bid	07/09/2017
Last date of physical submission	08/09/2017
Date of opening of Financial Bid	15/09/2017
Tender Document Cost	50000.00 (Fifty Thousand Only)
Earnest Money Deposit	5000000.00 (Fifty Lakhs Only)

Chief Executive Officer
Jabalpur Smart City Limited
Jabalpur

DISCLAIMER

The information contained in this Request for Proposal Document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of Jabalpur Smart City Limited (JSCL) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

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

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

JSCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in the Bidding Process.

JSCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

JSCL may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that JSCL is bound to select or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and JSCL reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by JSCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and

JSCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

GLOSSARY

Authority	As defined in Clause 1.1.1
Associate	As defined in Clause 2.1.6
Bid	As defined in Clause 1.1.16
Bidders	As defined in Clause 1.1.1
Bidding Documents	As defined in Clause 1.1.16
Bid Due Date	As defined in Clause 1.1.16
Bidding Process	As defined in Clause 1.2.1
Bid Security	As defined in Clause 1.2.4
Concession	As defined in Clause Error! Reference source not found.
Concession Agreement	As defined in Clause 1.1.2
Concessionaire	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.1.1(c)
DBFOT	As defined in Clause 1.1.1
Estimated Project Cost	As defined in Clause 1.1.5
Financial Capacity	As defined in Clause 3.4 (B.)
Government	Government of Maharashtra
Highest Bidder	As defined in Clause 1.2.8
LOI	As defined in Clause 3.9.5
Member	Member of a Consortium
MDO	Minimum Development Obligations as defined in 1.1.4
PPP	Public Private Partnership
Project	As defined in Clause 1.1.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposal	As defined in the Disclaimer
Selected Bidder	As defined in Clause 3.9.1
Technical Capacity	As defined in Clause 3.4 (A.)

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

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1. INTRODUCTION

1.1 Background

1.1.1. **Jabalpur Smart City Limited (CIN-U75100MP2016SGC035536)** a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at **Manas Bhawan, Wright Town, Jabalpur (M.P.)** The Authority is engaged in development and coordination of Public Infrastructure services in Jabalpur region. As part of this endeavor, the Authority has decided to undertake the **Development of Modern Bus Terminal Cum Commercial Complex at Teen Patti Bus Stand** at Div. Plot no. 605 / Div. Seat no. 154 , Teen Patti, Jabalpur (the “Project”) through Public-Private Partnership (the “PPP”) on Design, Build, Finance, Operate and Transfer (DBFOT) basis, and has decided to carry out the bidding process for selection of a private entity as the bidder to whom the Project may be awarded. The Authority intends to qualify suitable Applicants (the “Bidders”), for awarding the Project through an open competitive bidding process in accordance with the procedure set out herein.

1.1.2. The Selected Bidder, who is either single entity or a Special Purpose Vehicle (SPV) formed by the Consortium, prior to execution of the Concession Agreement (the “Concessionaire”) and Lease Deed (the “Lessee”) , shall be responsible for construction, financing, operation & maintenance and transfer the assets of the Project under and in accordance with the provisions of a Concession Agreement (the “Concession Agreement”) to be entered into between the Selected Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto. The Bidder can be either a Sole Proprietorship firm or a Partnership Firm or a Public/ Private Limited Company incorporated under the Companies Act, 1956 or Society registered under societies Act or Trust Registered under Trust Act in India or a group of entities (the “Consortium”) not more than 3 (three) members of consortium including Lead Member.

1.1.3. The scope of work specified will broadly include the design, construction, operation & maintenance of Modern Bus Terminal Cum Commercial Complex at Teen Patti Bus Stand at Div. Plot no. 605 / Div. Seat no. 154, Teen Patti, Jabalpur which is situated in the heart of the city , at Teen Patti, Jabalpur; more particularly as specified in “Schedule B” of the Concession Agreement.

The Selected Bidder shall have the liberty to design the project facilities as per his own requirements; however the same shall be in accordance with the Development Control Norms of Jabalpur City.

1.1.4. Minimum Development Obligation

The Concessionaire will have to fulfil the requirements of the Minimum Development Obligations (the “MDOs”) detailed out in the Appendix-VII as attached.

The Concessionaire shall adhere to the MDOs during design/construction of the Project. Only after successful handover of the MDO to JSCL and its obtaining completion certificate, the Concessionaire shall be permitted to market and lease out the components as per the

provisions of the Concession Agreement as per its business plan and market conditions and subject to the various statutory and regulatory provisions for the lease period of 30 (Thirty) years less time taken for construction such that the Lease Period is co- terminus to the Concession Period.

The Concessionaire will be given the right to develop the infrastructure facilities / components of capacity (in terms of area in square meters) exceeding the MDOs as well as the Concessionaire will be given the right to develop, market, lease, operate and maintain the related infrastructure other than the MDOs as detailed out in **Appendix-VII** of this document.

The Concessionaire shall take necessary approvals of the designs/components from the Jabalpur Smart City Limited or its associates designated by the Jabalpur Municipal Corporation.

To clarify, the Concessionaire will not be allowed to make changes in the MDO without consent in writing from the Jabalpur Smart City limited and non-adherence shall be treated as an Event of Default on part of Concessionaire.

The Jabalpur Smart City Limited shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by Concessionaire must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

1) Proposed Contents of MDO

Background of Design Work should include design and development of Bus terminal facilities and Commercial Complex, along with parking space for the buses. There has to be separate entry and exit points for the buses. Bus Terminal cum depot is to be proposed followed by open spaces for parking of buses including bus bays and idle parking spaces.

2) Bus Terminal Facilities

The various bus terminal facilities have been proposed based on the futuristic requirements. The proposed area statement for the bus terminal facilities will be as follows. However the same is subject to changes proposed by JSCL/ JCTSL.

Sr. No	Particular	Area	Unit
1	Number of Departure Platforms including idle parking	25	Number
2	Number of Bus Parking for Waiting Buses (Idle Parking)	10	Number
3	Passenger Waiting shed	150	Sq.Mt
4	Waiting Hall A/C	25	Sq.Mt
5	Canteen food court & Stalls	75	Sq.Mt
6	Prepaid Taxi Booth & Auto Parking Area	25	Sq.Mt
7	Tourist Information Center	5	Sq.Mt
8	Enquiry counters	15	Sq.Mt
9	Cloak Room	10	Sq.Mt
10	Pass Center	25	Sq.Mt
11	Stalls	35	Sq.Mt

12	Urinals 20 M+7F)	27	Sq.Mt
13	Deluxe urinals 14 M+7F)	21	Sq.Mt
14	W/C Toilet (12 M+6F)	22	Sq.Mt
15	Deluxe W/C (6 M+3F)	16	Sq.Mt
16	Emergency medical & pharmacy	25	Sq.Mt
17	Crew restroom /Retiring Rooms for Officers/Drivers/Conductors/ dormitory (15 Seating + 10 Bed)	75	Sq.Mt
18	Business Communication Center	10	Sq.Mt
19	Bank & ATM	80	Sq.Mt
20	Miscellaneous & Showrooms showcase space required by local novelty	80	Sq.Mt
21	Administrative area for bus terminal and workshop facilities	100	Sq.Mt
	Total Bus Station Area	821	Sq.Mt
	Additional Multi level car parking for Approx 200 cars Which will facilitate the surrounding areas		
	Open Space planned for depot and workshop facilities like maintenance shed, wash areas etc.	750	Sq.Mt
	Infrastructure facilities such as cement flooring in the entire depot premises, WSS works, internal circulation roads, compound wall, separate entry and exit gates and other requirements in utilities as provided by the Authority within the Project premises to ensure smooth and seamless functioning the depot and terminal.		
	Facilities such as display boards, seating areas and other basic passenger amenities including its operation and maintenance for the Concession Period.		

3) Rehabilitation –

The .number of shops in the site area is 135 with an area of 2417 square meters (26017 square feet). Some of these shops have been leased out by Jabalpur Municipal Corporation (JMC) and some shops have been leased out to MPSRTC. The additional area which JSCL wants to rehabilitate is 2880.00 square meters (31000 square feet). The total area of rehabilitation is approx 5297.00 sqmt (57017 square feet).

- **Shop Details**

- a) **Leased out by JMC**

There are around 100 shops with a total area of 1800 square meters (19366 sq. feet) owners as per the list provided by the Market Division of JSCL .These are spread across the

periphery on the West Side and East side of the Bus Terminal.

b) Leased out to MPSRTC

A piece of land and also some shops thereupon have been leased to MPSRTC. As per the physical survey and counting the areas of these shops which have been leased out to MPSRTC it is noted that there are total 35 shops admeasuring about 618 square meters (6653 sq. feet). The details whether these shops have been handed over back to JMC are awaited.

• **Other Details**

There are existing shop owners on the West Side and East side of the Bus Station. These shops are of various sizes and spread across Ground, First and Second Floor respectively.

Shops are of various sizes like 54 sq. feet, 250 sq. feet and 266 sq. feet. The area of shops to be rehabilitated is approximately 2417 square meters (26017 sq. feet). The additional area which JSCL wants to rehabilitate is 2880.00 square meters (31000 square feet). The total area of rehabilitation is approx 5297.00 sqmt (57017 square feet).

The same will have to be considered for rehabilitation and the occupiers need to be rehabilitated.

The Selected Bidder shall carry out construction of the project as per designs and drawings as approved by the Authority. The detailed scope of work is provided in “**Schedule B**” of the Concession Agreement.

1.1.5. Further, other details of the process and the terms thereof are spelt out in this RFP.

1.1.6. The Concession Agreement sets forth the detail terms and conditions for providing land on concession to the Concessionaire, including the scope of the Concessionaire’s services and obligations (the “Concession”).

1.1.7. The developer shall market and lease out the commercial spaces on upfront premium from the tenant for the lease period i.e. for 30 years.

1.1.8. The Concessionaire shall be required to develop, operate and maintain the project facility over the Concession Period as per the provisions of the Concession Agreement and shall include the development obligations provided in Schedule – C of the Concession Agreement. The Concessionaire shall be entitled to lease out the space developed in the Commercial component of the Project provided such arrangement is in line with the MDO specified in the Appendix VII and other terms and conditions of the Bid Documents.

1.1.9. The period (“the **Lease Period**”) for which the project component is given on lease basis to occupants shall not exceed 30 years. This will be further extended for an additional 30 years by the Jabalpur Smart City Limited at its discretion. **The procedure**

for leasing of the offices/shops spaces and built up areas will be by way of signing an Agreement between the Concessionaire and the occupant and the agreement will clearly define roles and responsibilities of each party.

1.1.10. Concession Agreement sets forth the detailed terms and conditions for grant of the Concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "Concession"). The Concession Period (the "Concession Period") of the contract will be 30 (thirty) years which includes 2 (two) years period for the construction of the Project. The Concessionaire shall obtain Construction Completion Certificate (the "Completion Certificate") which will be issued by the Jabalpur Smart City Limited. Provided that in the event the Concessionaire shall have discharged its obligations without any material breach thereof for a period of [30 (thirty)] years, it may enter into a revised Concession Agreement, based on mutually agreed terms and conditions.

1.1.11. In the event the Jabalpur Smart City Limited intends to appoint a fresh Concessionaire after the expiry of the Concession Period by efflux of time, the Concessionaire may by notice to be given no later than the [180] days from the date of Termination seek extension of the Concession Period by an additional [30] years and in such an event, it may be entitled to an additional Concession Period of [30] years, at the discretion of the Jabalpur Smart City Limited on mutually agreeable terms and conditions.

1.1.12. At the end of the Concession Period, the Concessionaire will be liable to handover and transfer peaceful possession of the Project Facilities including all infrastructure components in good and working condition, free of cost and shall have no further rights of use of the Project or collect revenues from the Project unless the Concession Period is extended. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Jabalpur Smart City Limited's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Jabalpur Smart City Limited.

1.1.13. The Concessionaire shall construct the entire Project within 24 months in accordance with the Project Completion. In the event that the Concessionaire fails to achieve any completion within 24 months, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority, it shall pay Damages to the

Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day until such Project and its running is achieved.

1.1.14. The Jabalpur Municipal Corporation shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Jabalpur Municipal Corporation pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Jabalpur Municipal Corporation (collectively the "Bidding Documents"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in NIT for submission of Bids (the "Bid Due Date").

1.1.15. The cost of the Project (the "Estimated Project Cost") has been roughly estimated to **Rs. 47.00 Crores (Rupees Forty Seven Crores Only)**, however the Bidder is encouraged to make his own assessment for actual costs required for the development of the project.

1.1.16. The Authority shall receive bids (the "Bids") pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "Bidding Documents"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 0 for submission of Bids (the "Bid Due Date").

1.1.17. This document shall be published from the office of Jabalpur Smart City limited (JSCL) at, **Manas Bhawan, Wright Town, Jabalpur, Madhya Pradesh, 482002, India** This document is available for purchase on-line by making payment of **Rs. 50,000/-** (Rupees Fifty Thousand only) through credit card / net banking from 11.00 Hours on 08-08-2017 up to 23.55.00 Hours on 31-08-2017 from website www.mpeproc.gov.in.

1.1.18. The site at Teen Patti Bus Stand at Div. Plot no. 605 / Div. Seat no. 154, Teen Patti, Jabalpur, is identified as a site for development of the Project. The Authority owns the site; measuring 12067.00 Square Metres is situated at Teen Patti Chowk. The site is situated in the centre of the Jabalpur city. The land use of the site is "Bus Stand".

1.2 Brief Description of Bidding Process

1.2.1 The Authority has adopted a single-stage two-cover process (collectively referred to as the "Bidding Process") for selection of the Bidder for award of the Project which is explained at Clause 1.4. The Bidding Process shall include all activities from issuance of this RFP Document till the signing of Concession Agreement.

1.2.2 The Bidders are called upon to submit the Bids in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of not less than 180 days from the date specified in Clause 0 for submission of bids (the "Bid Due Date").

1.2.3 The Bidding Documents include the draft Concession Agreement for the Project. The aforesaid documents and any addenda issued subsequent to this RFP Document, or modified

RFP documents but before the Bid Due Date, will be deemed to form part of the Bidding Documents.

1.2.4 A Bidder is required to deposit, along with its Bid, a bid security of **Rs. 50,00,000/- (Rupees Fifty Lakhs Only)** (the “Bid Security”), in the form of Demand Draft from any Nationalized Bank, refundable not later than 30 (thirty) days from the opening of Financial Bid, except in the case of first and second highest bidder. The Bid Security of Second highest bidder shall retained by JSCL and will be refunded to him within 10 (ten) days of issuance of Letter of Intent (LOI) to the Selected Bidder. The Bid Security of Selected Bidder shall be retained by JSCL till the payment of Performance Security, Security Deposit and signing of the Concession Agreement. The Selected Bidder’s Bid Security shall be adjusted towards deposition of Security Deposit. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

1.2.5 Generally, the Selected Bidder shall be the highest Bidder. The 2nd highest bidder shall be kept in reserve and may, in accordance with the process specified in Section 3 of the RFP, be invited to match the Bid submitted by the highest Bidder in case such highest Bidder withdraws or is not selected for any reason. In the event that 2nd highest bidder didn’t match the Bid of the highest Bidder, the Authority may, in its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.

1.2.6 Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Concession including implementation of the Project.

1.2.7 **The minimum bid reserve price (the “Bid Reserve Price”) for the Project is Rs.15,00,00,000/- (Rupees Fifteen Crores Only).** The Bidder shall quote the “Premium” in the Financial Bid (in rupees) more than Bid Reserve Price.

1.2.8 Bids are invited for the Project on the basis of the highest premium to be quoted in the Financial Bid (the "Premium"). The Bidder shall quote Premium more than the Bid Reserve Price as indicated in Clause 1.2.7. The total Concession Period for the Project is 30 (Thirty) years. The highest Premium shall constitute the sole criteria for evaluation of Bids. Subject to Clause 2.16, the Project will be awarded to the Bidder quoting the Highest Premium above the Bid Reserve Price. In this RFP, the term “Highest Bidder” (the “Highest Bidder”) shall mean the Bidder who is offering Highest Premium. The Bidders shall make payment of Premium as per below mentioned schedule:

No. of Installment	Payment Milestone	% of Upfront Premium	Mode of Payment
1 st	At the time of submitting Acceptance against the LOI, by the Successful Bidder	50%	Account payee Cheque / Demand Draft/ Pay Order/ RTGS/ NEFT from nationalized bank in favour of ‘Jabalpur Smart City Limited payable at Jabalpur
2 nd	Within 12 (twelve) months from the date of Signing of Concession Agreement	25%	

No. of Installment	Payment Milestone	% of Upfront Premium	Mode of Payment
3 rd	Within 18 (eighteen) months from the date of Signing of Concession Agreement	25%	

1.2.9 Any queries or request for additional information concerning this RFP shall be submitted in writing or e-mail to the officer designated in Clause 2.13.6 below. The envelopes/ communication shall clearly bear the following identification/ title:

"Queries/Request for Additional Information: RFP for Development of Bus Terminal Cum Commercial Complex at Teen Patti, Jabalpur on DBFOT Basis"

Schedule of Bidding Process

(1) Interested Bidders may obtain further information from the office of JSCL at :

Executive Director,
Jabalpur Smart City Limited,
Manas Bhawan, Wright Town,
Jabalpur, Madhya Pradesh,
482002, India
Ph. No. +91-7611136800

(2) This document is published from the office of Jabalpur Smart City limited (JSCL) at, **Manas Bhawan, Wright Town, Jabalpur, Madhya Pradesh, 482002, India** This document is available for purchase on-line by making payment of Rs. **50,000/-** (Rupees Fifty Thousand only) through credit card / net banking from 11.00 Hours on 08-08-2017 up to 23.55.00 Hours on 31-08-2017 from website www.mpeproc.gov.in.

(3) The completed Proposals must be accompanied by a Bid Security amounting to Rs.50,00,000/- (Rupees Fifty lakhs only) in the form of Demand Draft/ FDR from any Nationalized Bank in favor of "Executive Director, Jabalpur Smart City Limited " payable at Jabalpur .

(4) The Technical Proposal along with scanned copy of Bid Security and Financial Proposal (online only) for the Project shall be submitted as per date and time specified in the Schedule of Bidding Process.

(5) Sealed physical copy Technical Proposals along with the Bid Security shall be submitted at the JSCL office in person as per date and time specified in the Schedule of Bidding Process.

- (6) In the event of this day being declared holiday, the Proposal shall be submitted on the following working day. Proposal shall be submitted in person only. Proposals, which are submitted after the time and date noted above, will not be accepted.
- (7) Pre-Proposal meeting will be held as per date and time specified in the Schedule of Bidding Process at following address:
- Jabalpur Smart city Ltd,**
Manas Bhawan, Wright Town,
Jabalpur, Madhya Pradesh,
482002,India
Ph. No. +91-7611136800
- (8) Proposal shall be valid for a period of 180 (One Hundred Eighty) days from Proposal due date.
- (9) Right to reject any or all offers without assigning any reason thereof is reserved by JSCL
- (10) Schedule of Bidding Process shall be as under:

1.3 The Authority shall endeavour to adhere to the following schedule:

Pre Bid Meeting	21/08/2017
Last date of purchase of Tender Document	31/08/2017
Last date of submission of document online	06/09/2017
Date of opening of Technical Bid	07/09/2017
Last date of physical submission	08/09/2017
Date of opening of Financial Bid	15/09/2017

1.4 Tendering Process

- 1.4.1 The Bidder should submit the required valid Bid Security and eligibility documents as per this RFP through on line system by scanning of document and upload the same document on line at www.mpeproc.gov.in
- 1.4.2 The Technical Eligibility documents should be submitted online in “TECHNICAL” option as well as physically. Financial Bid should be submitted online only in “COMMERCIAL” option and nowhere else in technical option or physically. If Financial Bid is submitted online with Technical Bid documents or physically, the tender shall be treated unresponsive and rejected with no further consideration.
- 1.4.3 The Bidder should submit the certified copies of eligibility documents as specified in tender document along with Bid Security physically in sealed envelope mentioning name of work, name of bidder etc. at JSCL Office on Bid Due Date between 1200 Hrs to 1730 hrs at the office of Jabalpur Smart City Limited, Manas Bhawan, Wright Town, Jabalpur, Madhya Pradesh, 482002, India. Without physical submission of valid Bid Security and Eligibility documents, the financial bid shall not be eligible for opening even though the same document are uploaded by the bidder for e-tendering on line. Right to accept or reject any or all tenders are reserved.

2. INSTRUCTIONS TO BIDDERS

A. General

2.1 Information to Bidders

2.1.1 For determining the eligibility of Bidders for their pre-qualification hereunder, the following shall apply:

- (a) The Bidder may be a single entity or a group of entities (the “**Consortium**”), joining together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both, a single entity and a Consortium.
- (b) A Bidder may be a Sole Proprietorship Firm/ Partnership Firm/ Private Limited Company/Public Limited Company registered under Company’s Act, 1956 in India in India or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.3 below.
- (c) The Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. The Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of the Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.1.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
 - (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall

- be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
 - (iii) such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - (v) such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
 - (vi) Such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- (d) The Bidder shall be liable for disqualification if any legal, financial or technical advisor of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Explanation: In case the Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.1, shall include each Member of such Consortium.

- 2.1.2 The Bidder should submit a Power of Attorney as per the format at "Appendix II: Power of Attorney for signing of Bid", authorizing the signatory of the Bid to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at "Appendix III: Power of Attorney for Lead Member of Consortium".
- 2.1.3 Where the Bidder is a Consortium, it shall be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act 1956 (the "SPV"), to execute the Concession Agreement and implement the Project. In case the Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:
- (a) Number of Consortium members shall not exceed 3 (three)(including Lead Member);
 - (b) subject to the provisions of clause (a) above, the Bid should contain the information required for each member of the Consortium;
 - (c) **Members of the Consortium shall nominate one member as the lead member (the**

“Lead Member”), who shall have an equity shareholding of at least 51% (fifty one percent) of the paid up and subscribed equity of the SPV.

The nomination(s) shall be supported by a Power of Attorney, as per the format at “Appendix III: Power of Attorney for Lead Member of Consortium”, signed by all the other members of the Consortium;

- (d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
- (e) Any individual Bidder cannot at the same time be member of Consortium applying for pre-qualification. Further, a member of a particular Bidder cannot be member of any other Bidder Consortium applying for pre-qualification;
- (f) the members of a Consortium shall form an appropriate SPV which shall be a Company registered under Companies Act, 1956 to execute the Project, if awarded to the Consortium;
- (g) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at “Appendix IV: Joint Bidding Agreement” (the “Joint Bidding Agreement”), for the purpose of making and submitting a Bid in the event of being short-listed. The Joint Bidding Agreement, to be submitted along with the Bid, shall, inter alia:
 - i. convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
 - ii. clearly outline the proposed roles and responsibilities, if any, of each member;
 - iii. commit that each of the members whose experience will be evaluated for the purposes of this RFP shall subscribe to minimum 26 percent of the subscribed and paid up equity share capital of the SPV shall, at all times till the fifth anniversary of the date of commercial operation of the Project
 - iv. commit that the **Lead Member shall until the fifth anniversary of the commercial operations of the Project or full payment of Premium to the Authority, whichever is later, subscribe to minimum 51% (Fifty One per cent) of the subscribed and paid up equity share capital of the SPV and thereafter till the end of Concession Period subscribe to minimum 26% (Twenty Six per cent) of the subscribed and paid up equity share capital of the SPV;**
 - v. members of the Consortium undertake that they shall collectively hold until the fifth anniversary of the commercial operations of the Project signing or full payment of Premium to the Authority, whichever is later, hold not less than 100% (hundred per cent) of the subscribed and paid up equity share capital of the SPV and thereafter till the end of Concession Period hold not less than 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV.
 - vi. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the fifth anniversary of the commercial operations of the Project

or full payment of Premium whichever is later ; and

- (h) Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

2.1.4 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT/PPP or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.

2.1.5 A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder, Consortium Member or Associate.

2.1.6 In computing the Technical Capacity and Net Worth of the Bidder/ Consortium Members, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

2.1.7 The following conditions shall be adhered to while submitting a Bid:

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (b) Information supplied by the Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;
- (c) in responding to the qualification submissions, Bidders should demonstrate their capabilities in accordance with Section 3 mentioned below; and
- (d) In case the Bidder is a Consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein.

2.1.8 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 3 (three) years, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.2 Change in composition of the Consortium

No change in the composition of the Consortium is allowed till signing of the Concession Agreement or thereafter, except as otherwise provided therein.

2.3 Change in Ownership

2.3.1 By submitting the Bid, the Bidder acknowledges that it was qualified on the basis of Technical Capacity and Financial Capacity of those of **its Consortium Members who shall hold equity share capital representing not less than 26% of the subscribed and paid-up equity of the SPV.** The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such there under. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium.

2.3.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOI from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

2.4 Number of Bids and costs thereof

2.4.1 No Bidder shall submit more than one Bid for the Project. A Bidder applying 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.

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

2.5 Site visit and verification of information

2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate,

availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.6 Acknowledgement by Bidder

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

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire; and
- (f) acknowledged that it does not have a Conflict of Interest; and
- (g) Agreed to be bound by the undertakings provided by it under and in terms hereof.

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

2.7 Right to accept or reject any or all Bids

2.7.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and/or reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.7.2 The Authority reserves the right to reject any Bid if:

- (a) Bidder submits non responsive Bid;
- (b) at any time, a material misrepresentation is made or uncovered, or
- (c) The Bidder does not provide, within the time specified by the Authority, the supplemental and/or additional information sought by the Authority for evaluation of the Bid.

If the Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occur after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:

- i. invite the 2nd highest bidder to submit Bids in accordance with Clause 3.9.3 and 3.9.4; or
 - ii. Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 2.7.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOI or entering into of the Concession Agreement, and if the Bidder/SPV has already been issued the LOI or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents, the Concession Agreement or under applicable law.
- 2.7.4 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

B. DOCUMENTS

2.8 Contents of RFP

- 2.8.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

Invitation for Bids	
Section 1	Introduction
Section 2	Instruction to Bidders
Section 3	Evaluation of Bids
Section 4	Fraud and Corrupt Practices
Section 5	Pre-Bid Conference
Section 6	Miscellaneous

Appendices

- I. Letter comprising the Bid
 - II. Power of Attorney for signing of Bid
 - III. Power of Attorney for Lead Member of Consortium
 - IV. Joint Bidding Agreement for Consortium
 - V. Bank Guarantee for Bid Security
 - VI. Financial Bid
- 2.8.2 The draft Concession Agreement and the Project Details provided by the Authority as part of the Bid Documents shall be deemed to be part of this RFP.

2.9 Clarifications

- 2.9.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.9. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 0. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by e-mail and/or uploaded on the Authority's website at www.mpeproc.gov.in
- 2.9.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.10 Amendment of RFP

- 2.10.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by Bidder(s), modify the RFP by the issuance of Addenda.
- 2.10.2 Any such Addendum will be uploaded on website of the Authority i.e. www.mpeproc.gov.in
- 2.10.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BID

2.11 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.12 Format and signing of Bid

- 2.12.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.
- 2.12.2 The Bidder shall submit Bid (Technical Bid and Financial Bid) along with all eligibility documents online through e-tendering process. In addition the Bidder shall prepare one original set of the documents comprising the Technical Bid, clearly marked "ORIGINAL". In

the event of any discrepancy between the original and the scanned copy of bid submitted online, the **“scanned copy”** shall prevail.

- 2.12.3 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bid shall contain page numbers and shall be bound together in hard cover.

2.13 Sealing, Marking and Submission of Bids

- 2.13.1 The Bidder should submit the required Bid Security and Eligibility documents as per the RFP documents through online system by scanning of documents and upload the same documents online at www.mpeproc.gov.in in “Technical” option.
- 2.13.2 The Financial Bid as per “Appendix VI: Financial Bid” format should be uploaded online at www.mpeproc.gov.in in “Commercial” option only and neither as part of Technical option online nor in physical submission
- 2.13.3 The Bidder should submit the Technical Bid in a sealed envelope, as per Clause 2.13.5, on the date & time specified at Clause 0, physically at Jabalpur Smart City Limited Office at Manas Bhawan, Wright Town, Jabalpur, Madhya Pradesh, 482002, India. Without physical submission of Technical Bid as per Cover 1, the Financial Bid shall not be eligible for opening even through the same documents are uploaded by the bidder for e-tendering online.
- 2.13.4 The Bidder shall upload the Bid in the formats specified in various Appendices to this RFP, together with the documents specified in Clause 2.13.5 online up to 1200 hrs. on the Bid Due Date and additionally submit Technical Bid in the formats specified in various Appendices to this RFP, together with the documents specified in Clause 2.13.5, physically and seal it in an envelope and mark the envelope as “TECHNICAL BID”. The Technical Bid shall be submitted between 1200 hrs. to 1400 hrs. on the Bid Due Date at Jabalpur Smart City Limited Office at Manas Bhawan, Wright Town, Jabalpur, Madhya Pradesh, 482002, India. The Bidder shall seal the Technical Bid (i.e. Cover 1 only) along with Bid Security, organized as specified in Clause 2.12.2 and 2.12.3 that shall be placed in a sealed outer envelope or a box, with the following inscription:

“Bid for Development of Bus Terminal Cum Commercial Complex at Teen Patti, Jabalpur on DBFOT Basis”

“Submitted by: Name, Address, Contact Phone / fax Number(s), and email address of the Bidder”

- 2.13.5 Cover 1: Technical Bid shall contain:
- (a) Bid in the prescribed format (Appendix – I) along with Annexes and supporting documents;
 - (b) Power of Attorney for signing the Bid as per the format at Appendix – II;
 - (c) If applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix – III;

- (d) Certified copy of the Joint Bidding Agreement, in case of a Consortium, substantially in the format at Appendix – IV;
- (e) Certified copy of Memorandum and Articles of Association, if the Bidder is a corporate body, if a partnership then a copy of its partnership deed, if trust/ co-operative society then a copy of incorporation/ registration certificate;
- (f) Certified copies of Bidder's duly audited balance sheet and profit & loss account for the preceding three years; and
- (g) The Bid Security in form of demand draft shall be sealed in a separate envelope super scribed "**Bid Security for Development of Bus Terminal Cum Commercial Complex at Teen Patti, Jabalpur on DBFOT Basis**" and this envelope shall be placed inside Cover 1: Technical Bid. Any **Bid not accompanied by the acceptable Bid Security shall be rejected.**

***Note:** The Financial Bid to be submitted as per "**REF Appendix VI: Financial Bid**" shall be uploaded by Bidder online and shall not be physically submitted.

2.13.6 Cover 1: Technical Bid shall be addressed to:

The Executive Director

Jabalpur Smart City Limited
Manas Bhawan,
Wright Town,
Jabalpur, 482002
Madhya Pradesh, India
Phone: +91-7611136800
Fax number: +91-
E-mail: ictpmu@jscljabalpur.org,
abdpmu@jscljabalpur.org,
ceoj scl@mpurban.gov.in

- 2.13.7 If the Technical Bid envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.
- 2.13.8 The Bid submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
- 2.13.9 Supplementary information or documentations may be sought from Bidders at any time and must so be provided within a reasonable time frame as stipulated by JSCL/Authority.

2.14 Bid Due Date

- 2.14.1 The Bidder shall upload the Bid (Technical Bid + Financial Bid) online up to 1730 hrs. on the Bid Due Date and physical submission of Technical Bid along Bid Security on the Bid Due Date in between up to 1730 hrs. only at Manas Bhawan, Wright Town, Jabalpur, Madhya Pradesh, 482002, India. A receipt thereof should be obtained from the person specified in Clause 2.13.4
- 2.14.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.10, uniformly for all Bidders.

2.15 Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall not be accepted.

2.16 Modifications/ substitution/ withdrawal of Bids

- 2.16.1 The Bidder shall not be allowed to modify / substitute / withdraw its Bid after submission.
- 2.16.2 Any alteration/ modification in the Bid, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.17 Rejection of Bids

- 2.17.1 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 to accept any Bid or to give any reasons for their decision.
- 2.17.2 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.

2.18 Validity of Bids

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidder and the Authority.

2.19 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.20 Correspondence with the Bidder

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

D. BID SECURITY

2.21 Bid Security

- 2.21.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 1.2.4 hereinabove in the form of a demand draft issued by a nationalized bank in India; in favor of the 'Jabalpur Smart City Limited 'payable at Jabalpur (the "Demand Draft"). The Authority

shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

- 2.21.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 2.21.3 Save as provided in Clause 1.2.4 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, within 30 days from the opening of Financial Bid except in case of second highest bidder or in any case within 180 (One Hundred Eighty) days from the Bid Due Date. The Bid Security of second highest bidder shall retained by the Authority and will be refunded to him within 10 (ten) days of signing of concession agreement with the Selected Bidder. The Selected Bidder's Bid Security will be retained by the Authority and shall be returned to him after submission of the Performance Security, Security Deposit and signing of the Concession Agreement with the Authority.
- 2.21.4 The Authority shall be entitled to forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation/damages to the Authority in any of the events specified in Clause 2.21.5 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.21.5 The Bid Security shall be forfeited and appropriated by the Authority as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:
- (a) if a Bidder submits a non-responsive Bid;
 - (b) if a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
 - (c) if a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder and the Authority;
 - (d) in the case of Selected Bidder, if it fails within the specified time limit –
 - to sign the Concession Agreement and/or
 - to furnish the Performance Security and Security Deposit within the period prescribed therefore in the Concession Agreement

3. EVALUATION OF BIDS

3.1 Evaluation Parameters

- 3.1.1 Only those Bidders who meet the eligibility criteria specified in below mentioned Clause 3.4 shall qualify for opening of Financial Bid. Bidders of firms/ consortia who do not meet these criteria shall be rejected.
- 3.1.2 The Bidder's competence and capability is proposed to be established by the following parameters:
- a. Technical Capacity; and
 - b. Financial Capacity

3.2 Opening and Evaluation of Bids

- 3.2.1 The Authority shall open the Technical Bids at 1400 hrs on the Bid Due Date, at the place specified in Clause 2.13.6 and in the presence of the Bidders who choose to attend.
- 3.2.2 Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.
- 3.2.3 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.2.4 Bidders are advised that qualification of the Bidder will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 3.2.5 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 3.2.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid (s) without assigning any reasons.
- 3.2.7 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from computation of the eligibility criteria of the Bidder.
- 3.2.8 In the event that Bidder claims credit for an eligible project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the eligibility criteria. Where any information is found to be patently false or amounting to a material representation, the Authority reserves the right to reject the Bid in accordance with the provisions of Clauses 2.7.2 and 2.7.3.
- 3.2.9 The Authority shall open Financial Bids of only those Bidders who meet the Technical Capacity and Financial Capacity criteria as specified in Clause 3.4 (A.) and 3.4 (B.) at such date and time as intimated by the Authority.

3.2.10 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek further clarifications in writing from any Bidder regarding its Bid.

3.3 Tests of Responsiveness

3.3.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

- (a) It is submitted as stipulated in RFP document;
- (b) is received in accordance with the Bid Due Date including any extension thereof pursuant to Clause 2.10;
- (c) is signed, sealed, bound together in hard cover and marked as stipulated in Clause 2.12 and Clause 2.13;
- (d) it is accompanied by the Bid Security as specified in Clause 1.2.4;
- (e) it is accompanied by the Power of Attorney(s) as specified in Clause 2.1.2 and 2.1.3, as the case maybe
- (f) it is accompanied by the Joint Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.1.3(g)
- (g) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- (h) it does not contain any condition or qualification; and
- (i) it is not non-responsive in terms thereof

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

3.4 Eligibility of Bidders

To be eligible for qualification and opening of Financial Bid, a Bidder shall fulfil the following conditions of eligibility:

(A.) Technical Capacity For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Bidder or the Lead consortium member shall, over the past 5 (five) years preceding the Bid Due Date, have:

(i) Experience of running, operation & maintenance of a Commercial Complex having as on date or

(i) For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder shall, over the past 5 (five) financial years preceding the Bid Due Date, have:

i. Completed construction of at least 1(one) Eligible Project(s) with a minimum project cost of Rs 50 Crores each

OR

ii. Completed construction of at least 2 (two) Eligible Project(s) with a minimum project cost of Rs 25 Crores each

OR

iii. Completed construction of at least 3 (three) Eligible Project(s) with a minimum project cost of Rs 17 Crores each

In case of Eligible Projects, expenditure on development of a Project shall not include the cost of land and also construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the Project. In no case shall the cost of land be included.

Explanation:

“Eligible projects” shall mean projects in the infrastructure sector including but not limited to highways, expressways, bridges, ports, truck and transport terminals, bus terminals, multi-level parking projects, bus rapid transit systems, mass rapid transit systems; Industrial estates/parks, Special Economic Zones, Special Investment Regions, Container Terminals, Logistics Parks, Commercial buildings, Residential buildings, recreational, shopping malls, etc.

(B.) Financial Capacity For demonstrating financial capacity and experience (the “Financial Capacity”), the Bidder or any of the Consortium Member shall have:

- (i) Minimum tangible net worth of at least Rs. 13.00 Crores (Rupees Thirteen Crores Only) at the close of the preceding financial year

In case of a Consortium, any Consortium member should satisfy the conditions of Financial Capacity, however in addition to the Financial Capacity as mentioned above no consortium member should have negative net worth.

(C) Operations & Maintenance Experience:

In the event that the Bidder does not have the requisite O&M experience, it shall either enter into an agreement, for a period of 5 (five) years from COD, with an entity having the aforesaid experience relating to the performance of O&M obligations, or engage experienced and qualified personnel for discharging its O&M obligations in accordance with the provisions of the Concession Agreement, failing which the Concession Agreement shall be liable to termination.

3.5 Methodology for Evaluation of Technical Capacity

- 3.5.1 *In case of a Consortium, the Lead Consortium Member, who have and shall continue to have an equity share of at least 51% (Fifty One percent) each in the SPV, should satisfy the Technical Capacity criteria.*
- 3.5.2 The Bidder should furnish the details of eligible experience for last 5 (Five) years immediately preceding Bid Due Date
- 3.5.3 The Bidders must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I.
- 3.5.4 For the evaluation of technical capacity, apart from the technical strength (similar experience) of the Bidder, the strength of the Associate/s will also be considered.
- 3.5.5 For experience in operation & maintenance the Bidder(s) are required to submit necessary documentary evidence
 - i. Commencement Certificate for the facility.

- ii. Licence for Operation and Maintenance of the Facility from the concerned department/Local Authority.
- iii. Certificate from Statutory Auditor in support of experience claimed etc.

3.6 Methodology for Evaluation of Financial Capacity

- 3.6.1 The Bidder or any of the consortium members should furnish the net worth at the close of the preceding financial year immediately preceding Bid Due Date.
- 3.6.2 The Bidders must provide the necessary information relating to Financial Capacity as per format at Annex-II of Appendix-I.
- 3.6.3 The Audited Financial statements and Income Tax Returns for last three completed financial years should be submitted along with the Bid.
- 3.6.4 Tangible Net Worth for various bidding entities shall be calculated as under:

For Proprietorship Firm = "Proprietor's Capital Account + Reserves – Drawings by Proprietor – Advances to Proprietor"

For Company = "(Paid up Equity Capital + Reserves & Surplus – Revaluation Reserve) - (Accumulated Losses + Intangible assets)"

For Partnership = "Aggregate of partner's Capital Account + Reserves – Aggregate of drawings by partners – Aggregate of advances to partners."

- 3.6.5 The Net-worth so submitted should be required to be duly supported by certificate from the Statutory Auditor.
- 3.6.6 For the evaluation of financial criteria, apart from the financial strength of the Bidder, the financial strength of the Associates will also be considered.

3.7 Rectification of Discrepancies

The rectifiable discrepancies in the Technical Bid, if any would have to be corrected by the Bidder within a period of seven (7) days of the intimation given to them failing which his Financial Bid would not be opened even if Bidder has qualified the technical evaluation.

3.8 Short-listing of Bidders

- 3.8.1 The Bidders satisfying Technical Capacity criteria and Financial Capacity criteria as mentioned in Clause 3.4 will be declared as the Qualified Bidders and will be considered for next step of evaluation, i.e. opening of Financial Bid.
- 3.8.2 In second step of evaluation, Financial Bids of only Qualified Bidders will be opened by the Authority in presence of the nominees of the Bidders, who choose to attend the same.

3.9 Selection of Bidder

3.9.1 The Qualified Bidder quoting the highest Premium offered to the Authority shall be declared as the Selected Bidder (the "Selected Bidder"). The Bidders shall submit offers of Premium payable to Authority more than Bid Reserve Price as indicated in the Clause 1.2.7.

- 3.9.2 In the event that two or more Bidders quote the same amount of Premium, (the "Tie Bidders"); the Authority shall identify the Selected Bidder by inviting a fresh Bid from the

respective Bidders and selecting highest amongst those. Such procedure shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

- 3.9.3 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the “first round of bidding”), the Authority may invite 2nd highest bidder all to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid highest Bidder (the “second round of bidding”). If in the second round of bidding, 2nd highest bidder matches the Highest Bidder, it shall be the Selected Bidder.
- 3.9.4 In the event that 2nd highest bidder do not offer to match the Highest Bidder in the second round of bidding as specified in Clause 3.9.2, the Authority may, in its discretion, annul the Bidding Process.
- 3.9.5 After selection, a Letter of Intent (the “LOI”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LOI, and the next eligible Bidder may be considered.
- 3.9.6 After acknowledgement of the LOI as aforesaid by the Selected Bidder, it shall execute the Concession Agreement within the period of 30 days from the date of fulfilling the Conditions Precedent by the Selected Bidder. The Selected Bidder shall not be entitled to seek any deviation in the Concession Agreement.

3.10 Contacts during Bid Evaluation

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

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOI or the Concession Agreement, the Authority shall reject a Bid , withdraw the LOI or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOI or the Concession Agreement, if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOI or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOI or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the

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

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

5. PRE-BID CONFERENCE

- 5.1 Pre-Bid conference of the Bidders shall be convened on date and time as specified in Clause 0 of the RFP Document at the office of the **Jabalpur Smart City Limited, Manas Bhawan, Wright Town, Jabalpur, Madhya Pradesh, 482002, India**. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Jabalpur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

6.4

Appendix I: Letter Comprising the Bid

(Refer Clause 2.13.5)

Dated:

To,
The Executive Director,
Jabalpur Smart City Limited
Manas Bhawan, Wright Town, Jabalpur, Madhya Pradesh, 482002, India

Sub: Bid for the Project: Development of Bus Terminal Cum Commercial Complex Div. Plot no. 605 / Div. Seat no. 154, Teen Patti, Jabalpur on DBFOT Basis.

Dear Sir,

1. With reference to the RFP document dated,¹ I, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid of the Bidders, and I certify that all information provided in the Bid and in Appendix is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the running, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Proposal statement.
5. I/ We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we have neither failed to perform on any Concession, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or Concession nor have had any Concession terminated for breach on our part.
7. I/ We declare that:
 - a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.
 - b) I do not have any conflict of interest in accordance with Clause 2.1.1(c) of the RFP document; and
 - c) I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or

¹ All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder

- request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- d) I hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit the Proposal for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.17.2 of the RFP document.
 9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy (ies) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit a Bid.
 10. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/ Managers/ employees.
 13. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP; we shall intimate the Authority of the same immediately.
 14. The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of the Bid and the power of attorney for Lead Member of consortium, as per format provided at Appendix IV and V respectively of the RFP, are also enclosed.
 15. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
 16. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
 17. I/ We certify that in terms of the RFP, my/our Networth is Rs. (Rs. In words).
 18. I /we confirm that all the terms and conditions of the Bid are firm and valid for acceptance for a period of 180 days from the Bid Due Date.

In witness thereof, I submit this proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Bidder/ Lead Member

Note: Paragraphs in parenthesis may be omitted, if not applicable, or modified as necessary.

Annex I: Details of Bidder

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

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

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

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

5. In case of a Consortium:
 - a) The information above (1-4) should be provided for all the Members of the Consortium.
 - b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.1.3(g) should be attached to the Bid.
 - c) Information regarding the role of each Member should be provided as per table below:

Sr. No.	Name of Member	Proposed Equity holding in the SPV (%)	Proposed role in the Project

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

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any project (BOT or otherwise).		

2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

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

Note:

- a) The Bidder/ each Consortium Member should submit certified true copies of the Incorporation/registration certificate/registered partnership deed/Memorandum of Association & Articles of Association/certificate of Commencement of Business or equivalent documents.

Annex II: Technical Experience of the Bidder

Experience in *Project Code:*
Member Code

Table: Details of Eligible Projects

Item (1)	Particulars of the Project (2)	
Title & Nature of the Project		
Year-wise (a) payments received / made for construction, (b) payments made for development of various Projects as mentioned and / or (c) revenues appropriated.		
Entity for which the Project was constructed/developed		
Location		
Project cost		
Date of commencement of Project / contract		
Date of completion / Commissioning		
Equity shareholding (with period during which equity was held)		
Year wise value of work in percentage of the equity held in the Eligible Assignment	2011-12	
	2012-13	
	2013-14	
	2014-15	
	2015 -16	

Instructions:

- i. Bidders are expected to provide information in respect of Eligible Projects in this Annex. The Projects cited must comply with the eligibility criteria specified in the RFP, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Bid. Bidders should also refer to the Instructions below.
- ii. For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
- iii. A separate sheet should be filled for each Eligible Project.
- iv. Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member and OM means Other Member. In case the Eligible Project relates to an Associate of the Bidder or its Member, write "Associate" along with Member Code.
- v. The total payments received/ made and/or revenues appropriated for each Eligible Project are to be stated in Annex-3. The figures to be provided here should indicate the break-up for the past 5 (Five) financial years. Year 1 refers to the financial year

immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on. For Eligible Projects expenditure on development of the Project and/or revenues appropriated, as the case may be, should be provided, payments made/received only in respect of construction should be provided.

- vi. In case of Projects particulars such as name, address and contact details of owner/ Jabalpur Municipal Corporation/ Agency (i.e. concession grantor, counter party to the Agreement, etc.) may be provided.
- vii. Provide the estimated capital cost of Eligible Project.
- viii. In case of Projects, the date of commissioning of the Project, date of completion of construction should be indicated as in Annex-3.
- ix. For all the Projects, the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given.
- x. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.
- xi. Certificate from the Bidder's statutory auditor must be furnished as per format below.
- xii. The Bidder claiming eligible experience should provide a certificate from its statutory auditor in the format below:

Certificate from the Statutory Auditor regarding PPP/ Other Projects in terms of Project Management

This is to certify that (Name of the Bidder/Member/Associate) is/ was an equity shareholder in (Title of the Project company) and holds/ held Rs. cr. (Rupees crore) of equity (which constitutes% of the total paid up and subscribed equity capital) of the Project company from (Date) to (Date). The Project was/is likely to be commissioned on (Date of commissioning of the Project).

We further certify that the total estimated capital cost of the Project is Rs. cr., of which Rs. cr. of capital expenditure was incurred during the past five financial years equivalent to the equity held by the Bidder as per year wise details and we also certify that the annual revenues collected and appropriated by the aforesaid Project company in terms of Clauses _____ and _____ of the RFP during the past five financial years were Rs. Cr. as per the year wise details noted below:

FY	Capital expenditure incurred in proportion to the equity held in the assignment	Revenues Collected and Appropriated in proportion to the equity held in the assignment
2011-12		
2012-13		
2013-14		
2014-15		
2015-16		

Seal of the Statutory Auditor

Name :

Signature of the Statutory Auditor and date

Remarks

1. In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would still be necessary.
2. Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary
3. It is further certified that the payments/ receipts indicated above are restricted to the share of the Bidder who undertook these works as a partner or a member of joint venture/ Consortium.

- i. If the Bidder is claiming a construction experience, it should provide a certificate from its statutory auditors or the client in the format given below:

Certificate from the Statutory Auditor/ Client regarding construction works

This is to certify that (Name of the Bidder/Member/ Associate) was engaged by..... (Title of the Project company) to execute (Name of Project) for (Nature of Project). The construction of the Project commenced on (Date) and the Project was/ is likely to be commissioned on (Date, if any). It is certified that (Name of the Bidder/ Member/ Associate) received/paid Rs. cr. (Rupees crore) by way of payment for the aforesaid construction.

We further certify that the total estimated capital cost of the Project is Rs. cr., of which the Bidder/Member/Associate received/paid Rs. cr. (Rupees crore), in terms of Clause ---- of the RFP, during the past five financial years as per year-wise details noted below:

FY	Capital expenditure incurred in proportion to the equity held in the assignment	Revenues Collected and Appropriated in proportion to the equity held in the assignment
2011-12		
2012-13		
2013-14		
2014-15		
2015-16		

[It is further certified that the payments/ receipts indicated above are restricted to the share of the Bidder who undertook these works as a partner or a member of joint venture/ Consortium.]

Seal of the Statutory Auditor

Name :

Signature of the Statutory Auditor and date

- i. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant Project in computation of Technical Experience.
- ii. Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary.
- 1.

Instructions:

1. Only the eligible projects that satisfy technical criteria (i.e. type of project) shall be included
2. All the Financial numbers are to be given in INR
3. The format shall be filled up for each member of the Consortium
4. In support of the information provided following documents must be submitted failing which the specific claim shall not be considered for evaluation. The Bidders shall submit the documents as mentioned documents in Clause 3.5 as Annexure to Annex II
5. The information must be submitted in the given formats. Any information not furnished strictly in accordance with the formats and requirements shall not be considered for evaluation

Annex III: Financial Status of the Bidder

1. Tangible Net Worth

(In Rs. Lakhs)

Bidder type	Net Worth [€]
	Year 1
(1)	(2)
Single entity Bidder/Lead Member of the Consortium	
Associate Name	
Grand Total	
Consortium Member 2	
Consortium Member 3	

1. Average Annual Turnover

(Amount In Rs. Lakhs)

Bidder type	Annual Turnover	Annual Turnover	Annual Turnover
	Year 1	Year 2	Year 3
(1)			
Single entity Bidder/Lead Member of the Consortium			
TOTAL			

€ The Bidder should provide details of its own financial capability or of an Associate specified in Clause 2.1.6.

Instructions:

1. The Bidder/ its constituent Consortium Members shall submit audited financial statements for last three completed financial years preceding the Bid Due Date. The financial statements shall:
 - (a) reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
 - (b) be audited by a statutory auditor;
 - (c) be complete, including all notes to the financial statements; and
 - (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Tangible Net Worth for various bidding entities shall be calculated as under:

For Proprietorship = "Proprietor's Capital Account + Reserves – Drawings by Proprietor – Advances to Proprietor"

For Company = “(Paid up Equity Capital + Reserves & Surplus – Revaluation Reserve)-(Accumulated Losses + Intangible assets)”

For Partnership = “Aggregate of partner’s Capital Account + Reserves – Aggregate of drawings by partners – Aggregate of advances to partners.”

3. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.1.8.
4. In the case of a Consortium, a copy of the Joint Bidding Agreement shall be submitted in accordance with Clause 2.1.3(g) of the RFP document
5. The Bidder shall also provide the name and address of the Bankers to the Bidder.
6. The Bidder shall provide statutory Auditor’s certificate specifying the Net Worth in accordance with Clause 3.6.5 of the RFP document.

Annex IV: Statement of Legal Capacity

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

Date:

To,
The Executive Director,
Jabalpur Smart City Limited
Manas Bhawan, Wright Town, Jabalpur, Madhya Pradesh, 482002, India

Sub: Bid for the Project: Development of Bus Terminal Cum Commercial Complex Div. Plot no. 605 / Div. Seat no. 154 , Teen Patti, Jabalpur on DBFOT Basis.

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

* Please strike out whichever is not applicable

Appendix II: Power of Attorney for signing of Bid

((To be executed on Stamp paper of appropriate value))

Know all men by these presents, we..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our " **Bid for the Project: Development of Bus Terminal Cum Commercial Complex Div. Plot no. 605 / Div. Seat no. 154 , Teen Patti, Jabalpur on DBFOT Basis..**" proposed or being developed by the Jabalpur Smart City Limited (the "Authority") including but not limited to signing and submission of all Bids and other documents and writings, participate in pre-bid conference and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all documents including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2017

For

.....

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

Appendix III: Power of Attorney for Lead Member of Consortium

(To be executed on Stamp paper of appropriate value)

Whereas the ***** (“the Authority”) has invited Bids from interested parties for the ***** Project (the “Project”).

Whereas,,, and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,having our registered office at, M/s. having our registered office at (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Project, including but not limited to signing and submission of all Bids and other documents and writings, participate in bidding process and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2017

For

(Signature)

.....
(Name & Title)

For

(Signature)

.....
(Name & Title)

Witnesses:

- 1.
- 2.

.....
(Executants)

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

Note:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

Appendix IV: Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

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

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, SECOND and THIRD are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

WHEREAS,

- (A) **JABALPUR SMART CITY LIMITED**, Public incorporated on 14 March 2016. It is classified as State Government Company and is registered at Registrar of Companies, Gwalior and registered under Company's Act, 1956 (hereinafter referred to as "**Authority**" or "**JSCL**") which expression shall unless repugnant to the subject or the context include its successors) has invited Bids (the "**Bids**") by its Request for Proposal No. dated(the "**RFP**") for selection of Bidder for Development **Development of Bus Terminal Cum Commercial Complex Div. Plot no. 605 / Div. Seat no. 154 , Teen Patti, Jabalpur on DBFOT Basis..** (the "**Project**").
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it shall incorporate a Special Purpose Vehicle (the “**SPV**”) under the Indian Companies Act 1956 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

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

First Party:

Second Party:

Third Party:

(Please specify Role of the each Party such as Lead Member, Financial Member etc for the Project)

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

6. Shareholding in the SPV

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

Party (ies)	%
First Party (Lead Member)	
Second Party	
Third Party	

- 6.2 The Parties undertake that a minimum of 51% (Fifty One percent) of the subscribed and paid up equity share capital of the SPV shall, till completion of 5 (five) years from the Commercial operation date, be held by the Parties of the First Part whose experience, have been reckoned for the purposes of Financial and/or Technical evaluation of Bidder(s) for the Project in terms of the RFP.

6.3 The Parties undertake that a minimum of 11% (eleven percent) of the subscribed and paid up equity share capital of the SPV shall, at all times, be held by the Parties of the Second and Third Part whose experience, have been reckoned for the purposes of Technical evaluation of Bidder(s) for the Project in terms of the RFP.

6.4 The Parties undertake that that Lead Member (First party) shall until the 5th anniversary from date of Commercial Operation of the project or date of full payment of Premium to the Authority, whichever is later, subscribe to minimum 51% (Fifty One cent) of the paid up and subscribed equity of the SPV and thereafter till the end of Concession Period subscribe to minimum 26% (Twenty Six Percent) of the paid up and subscribed equity of the SPV;

6.5 The parties undertake that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such there under.

6.6 The Parties undertake that they shall collectively hold until the 5th anniversary from date of Commercial Operations of the project or date of full payment of Premium to the Authority, whichever is later, hold equity share capital representing not less than 100% (hundred percent) of the subscribed and paid-up equity of the Concessionaire and thereafter till the end of Concession Period, hold equity share capital representing not less than 51% (five per cent) of the subscribed and paid-up equity of the Concessionaire

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

7. Representation of the Parties

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

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i.) require any consent or approval not already obtained;
 - (ii.) violate any Applicable Law presently in effect and having applicability to it;
 - (iii.) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv.) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

- (v.) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

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

9. Miscellaneous

- (a) This Joint Bidding Agreement shall be governed by laws of India.
- (b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER BY

By;

(Signature)

(Name)

(Designation)

For and on behalf of

For and on behalf of

SECOND PART BY

By;

(Signature)

(Name)

(Designation)

For and on behalf of

THIRD PART BY

By;

(Signature)

(Name)

(Designation)

In the presence of:

1.

2.

Notes:

- The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
- For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Appendix V: Format of Undertaking

(Certifying statement that Entity / Director(s) of Entity are not blacklisted)
(On the appropriate value Stamp Paper)

AFFIDAVIT

I/ We M/s(Bidder), (the name and address of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Government of India or Government of Maharashtra or blacklisted by any other State Government or Central Government / Department in India from participating in project, as on(Mention the Bid due date) We further confirm that we are aware that as per this undertaking given by us our Bid for the **Development of Bus Terminal Cum Commercial Complex Div. Plot no. 605 / Div. Seat no. 154 , Teen Patti, Jabalpur on DBFOT Basis.** would be liable for rejection in case any material misrepresentation is made or discovered with regard to these requirements at any stage of the Bidding Process or thereafter during the Concession Agreement period.

Dated this Day of ,2017

Name of the Bidder

Signature of the Authorized Person

Name of the Authorized Person

Note: In case of Consortium the letter shall be provided from each member of the Consortium.

Appendix VI: Financial Bid

(Refer Clauses 2.13.2)

Date:

To,
The Executive Director,
Jabalpur Smart City Limited
Manas Bhawan, Wright Town, Jabalpur, Madhya Pradesh, 482002, India

Sub: Bid for the Project: Development of Bus Terminal Cum Commercial Complex Div. Plot no. 605 / Div. Seat no. 154 , Teen Patti, Jabalpur on DBFOT Basis.

Dear Sir,

1. With reference to your RFP document dated *****, I, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices is true and correct.
3. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
4. I/We have studied all the Bidding Documents carefully and also surveyed the project site. I/ We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.
5. The Premium has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP; draft Concession Agreement, our own estimates of costs/revenues from the Project and after a careful assessment of the site and all the conditions that may affect the Bid.
6. I/We offer a Bid Security amounting to Rs._____ (Rupees _____ only) in the form of Demand Draft to the Authority in accordance with the RFP Document.
7. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Proposal is not opened.
8. **I/We hereby submit our Bid and offer a Premium of Rs._____ (Rupees __ (In words) ² _____ only) payable to the Authority for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.**
9. The Premium shall be Payable in the manner as stated in Clause 1.2.8 of the RFP Document.

² The Premium as quoted above is more than Bid Reserve Price as indicated in Clause 1.2.7

10. I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.

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

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature of the Authorised signatory)

Place: (Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Firm

Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.

Appendix VII: Minimum Development Obligation

(Refer Clauses 1.1.4)

To, _____ Date: _____
The Executive Director, _____
Jabalpur Smart City Limited
Manas Bhawan, Wright Town, Jabalpur, Madhya Pradesh, 482002, India

Sub: Bid for the Project: Development of Bus Terminal Cum Commercial Complex Div. Plot no. 605 / Div. Seat no. 154, Teen Patti, Jabalpur on DBFOT Basis.

Dear Sir,

With reference to your RFP document dated *****, I, having examined the Bidding Documents and referred clause 1.1.4

We understand that in case of us getting appointed as the Selected Bidder we undertake to fulfil the requirements of the Minimum Development Obligations (the “MDOs”) as detailed out in the Appendix-VII below.

We shall adhere to the MDOs during design/construction of the Project.

We undertake that only after successful handover of the MDO to JSCL and its obtaining completion certificate, we shall be permitted to market and lease out the components as per the provisions of the Concession Agreement as per its business plan and market conditions and subject to the various statutory and regulatory provisions for the lease period of 30 (Thirty) years less time taken for construction such that the Lease Period is co- terminus to the Concession Period.

We understand and undertake we will be given the right to develop the infrastructure facilities / components of capacity (in terms of area in square meters) exceeding the MDOs as well as we will be given the right to develop, market, lease, operate and maintain the related infrastructure other than the MDOs as detailed out **in Appendix-VII below.**

We understand and undertake to take necessary approvals of the designs/components from the Jabalpur Smart City Limited or its associates designated by the Jabalpur Municipal Corporation.

We understand and undertake we will not be allowed to make changes in the MDO without consent in writing from the Jabalpur Smart City limited and non-adherence shall be treated as an Event of Default on part of Concessionaire.

We understand and undertake to carry out construction of the project as per designs and drawings as approved by the Authority. And also include the project components as specified in the Minimum Development Obligations

We hereby understand and undertake and agree to develop the project facilities as mentioned below.

1) Proposed Contents of MDO

Background of Design Work should include design and development of Bus terminal facilities and Commercial Complex, along with parking space for the buses. There has to be separate entry and exit points for the buses. Bus Terminal cum depot is to be proposed followed by open spaces for parking of buses including bus bays and idle parking spaces.

2) Bus Terminal Facilities

The various bus terminal facilities have been proposed based on the futuristic requirements. The proposed area statement for the bus terminal facilities will be as follows. However the same is subject to changes proposed by JSCL/ JCTSL.

Sr. No	Particular	Area	Unit
1	Number of Departure Platforms including idle parking	25	Number
9	Number of Bus Parking for Waiting Buses (Idle Parking)	10	Number
3	Passenger Waiting shed	150	Sq.Mt
4	Waiting Hall A/C	25	Sq.Mt
5	Canteen food court & Stalls	75	Sq.Mt
6	Prepaid Taxi Booth & Auto Parking Area	25	Sq.Mt
7	Tourist Information Center	5	Sq.Mt
8	Enquiry counters	15	Sq.Mt
9	Cloak Room	10	Sq.Mt
10	Pass Center	25	Sq.Mt
11	Stalls	35	Sq.Mt
12	Urinals 20 M+7F)	27	Sq.Mt
13	Deluxe urinals 14 M+7F)	21	Sq.Mt
14	W/C Toilet (12 M+6F)	22	Sq.Mt
15	Deluxe W/C (6 M+3F)	16	Sq.Mt
16	Emergency medical & pharmacy	25	Sq.Mt
17	Crew restroom /Retiring Rooms for Officers/Drivers/Conductors/ dormitory (15 Seating + 10 Bed)	75	Sq.Mt
18	Business Communication Center	10	Sq.Mt
19	Bank & ATM	80	Sq.Mt

20	Miscellaneous & Showrooms showcase space required by local novelty	80	Sq.Mt
21	Administrative area for bus terminal and workshop facilities	100	Sq.Mt
Total Bus Station Area		821	Sq.Mt
Additional Multi level car parking for Approx 200 cars Which will facilitate the surrounding areas			
	Open Space planned for depot and workshop facilities like maintenance shed, wash areas etc.	750	Sq.Mt
Infrastructure facilities such as cement flooring in the entire depot premises, WSS works, internal circulation roads, compound wall, separate entry and exit gates and other requirements in utilities as provided by the Authority within the Project premises to ensure smooth and seamless functioning the depot and terminal.			
Facilities such as display boards, seating areas and other basic passenger amenities including its operation and maintenance for the Concession Period.			

4) Rehabilitation –

The .number of shops in the site area is 135 with an area of 2417 square meters (26017 square feet). Some of these shops have been leased out by Jabalpur Municipal Corporation (JMC) and some shops have been leased out to MPSRTC. The additional area which JSCL wants to rehabilitate is 2880.00 square meters (31000 square feet). The total area of rehabilitation is approx 5297.00 sqmt (57017 square feet).

- **Shop Details**

c) Leased out by JMC

There are around 100 shops with a total area of 1800 square meters (19366 sq. feet) owners as per the list provided by the Market Division of JSCL .These are spread across the periphery on the West Side and East side of the Bus Terminal.

d) Leased out to MPSRTC

A piece of land and also some shops thereupon have been leased to MPSRTC. As per the physical survey and counting the areas of these shops which have been leased out to MPSRTC it is noted that there are total 35 shops admeasuring about 618 square meters (6653 sq. feet). The details whether these shops have been handed over back to JMC are awaited.

- **Other Details**

There are existing shop owners on the West Side and East side of the Bus Station. These shops are of various sizes and spread across Ground, First and Second Floor respectively.

Shops are of various sizes like 54 sq. feet, 250 sq. feet and 266 sq. feet. The area of shops to be rehabilitated is approximately 2417 square meters (26017 sq. feet). The additional area which JSCL wants to rehabilitate is 2880.00 square meters (31000 square feet). The total area of rehabilitation is approx 5297.00 sqmt (57017 square feet).

The same will have to be considered for rehabilitation and the occupiers need to be rehabilitated.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the clause 1.1.4 of this RFP document.

Yours faithfully,

Date: (Signature of the Authorised signatory)

Place: (Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Firm

Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.