



**National Highways & Infrastructure Development Corporation Limited**  
(Ministry of Road Transport & Highways, Govt. of India)

**Development of Multilevel Car Parking System and  
Commercial Complex on PPP Model at South Block,  
Bahu Plaza, Jammu in the UT of Jammu & Kashmir.**

**REQUEST FOR PROPOSAL (RFP)**  
**BID DOCUMENT**

June, 2020

**3rd Floor, PTI Building, 4, Parliament Street, New Delhi – 110 001**

## Development of Multi Level Car Parking System and Commercial Complex on PPP Model at South Block, Bahu Plaza, Jammu in the UT of Jammu & Kashmir.

**Bid No.- NHIDCL/AMLCP/South Block-Const/2020**

### REQUEST FOR PROPOSAL DOCUMENT

Bids in the prescribed format are invited by NHIDCL on behalf of Jammu Development Authority (JDA) for the project.

1	Name of the Project	<b>Development of Multi Level Car Parking System and Commercial Complex on PPP Model at South Block, Bahu Plaza, Jammu</b>
2	Last date & time for submission of Bid (Bid Due Date)	<b>Date: 28.07.2020 Time: 15:00 Hrs</b>
3.	Last Date for receipt of Pre-bid query	<b>Date: 06.07.2020 Time: 15:00 Hrs</b>
3	Time and Place of Pre Bid Conference	<b>Date: 07.07.2020 Time: 15:00 Hrs Place: 3<sup>rd</sup> Floor, NHIDCL HQ</b>
4	Date & time for opening of Technical Bids	<b>Date: 29.07.2020 Time: 15:00 Hrs Place: 3<sup>rd</sup> Floor, NHIDCL HQ</b>
5	Date & time for opening of Financial Bids	To be intimated
6	RFP processing fee	Non-refundable INR 5,900/- (incl GST @18%) as the cost of the RFP. The cost shall be deposited online (RTGS/NEFT/Other online mode) only, to the NHIDCL's Bank account and the bidder must furnish a copy of the online transaction receipt while submitting the proposal:

It is expressly understood that the party has subscribed to this document with an express understanding that they will use this document for the sole purpose of participating in the selection process for the **Development of Multi Level Car Parking System and Commercial Complex on PPP Model at South Block, Bahu Plaza in Jammu** and this document must not be used for any other purpose. This document must not be passed on to a third party, except professional advisers assisting with submission of this Bid. This document may not be reproduced or communicated, in whole or in part, and its

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### 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 the Authority 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 document is not an agreement, is not an offer or invitation to any other party. The purpose of this RFP document is to provide shortlisted parties with information to assist the formulation of their bid. The information is not intended to be exhaustive. Bidders are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely solely on the information in RFP.

The information is provided on the basis that it is non – binding on National Highways & Infrastructure Development Corporation Ltd. (NHIDCL), Delhi, or any of its authorities or agencies or subsidiaries or any of their respective officers, employees, agents or advisors.

National Highways & Infrastructure Development Corporation Ltd. (NHIDCL), Delhi, reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting the Bid.

While NHIDCL have taken due care in the preparation of the information contained herein and believe it to be accurate neither National Highways & Infrastructure Development Corporation Ltd. (NHIDCL), New Delhi, nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors gives any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

No reimbursement of cost of any type will be paid to persons or entities submitting their Bid.

**Glossary**

<b>Associate</b>	As defined in Clause 2.2.8
<b>Authority</b>	As defined in Clause 1.1.1
<b>Bank Guarantee</b>	As defined in Clause 2.26.1
<b>Bid(s)</b>	As defined in Clause 1.2.7
<b>Bid Due Date</b>	As defined in Clause 1.1.8
<b>Bid Security</b>	As defined in Clause 1.2.8
<b>Bidders</b>	As defined in Clause 1.2.3
<b>Bidding Documents</b>	As defined in Clause 1.1.8
<b>Bidding Process</b>	As defined in Clause 1.2.1
<b>Commercial Operation Date</b>	As defined in Clause 2.2.1(d)
<b>Conflict of Interest</b>	As defined in Clause 2.2.1(c)
<b>Consortium</b>	As defined in Clause 2.2.1(a)
<b>Concession</b>	As defined in Clause 1.1.6
<b>Damages</b>	As defined in Clause 2.2.1(c)
<b>Demand Draft</b>	As defined in Clause 2.26.2
<b>Concessionaire</b>	As defined in Clause 1.1.3
<b>Concession Agreement</b>	As defined in Clause 1.1.3
<b>Eligible O&amp;M Project</b>	As defined in Clause 2.2.3
<b>Estimated Project Cost</b>	As defined in Clause 1.1.5
<b>Financial Capacity</b>	As defined in Clause 2.2.2(b)
<b>Government</b>	Government of India
<b>Joint Bidding Agreement</b>	As defined in Clause 2.2.6(h)
<b>Lead Member</b>	As defined in Clause 2.2.6(c)
<b>LOA</b>	As defined in Clause 4.2.5
<b>Highest Bidder</b>	As defined in Clause 1.2.10
<b>Member</b>	Member of a Consortium
<b>Net Worth</b>	As defined in Clause 2.2.3(ii)
<b>PIM or Project Information Memorandum</b>	As defined in Clause 1.2.8
<b>Financial Bid</b>	As defined in Clause 1.2.6
<b>Financial Bid Stage</b>	As defined in Clause 1.2.6
<b>Project</b>	As defined in Clause 1.1.2
<b>Re. or Rs. or INR</b>	Indian Rupee
<b>RFP</b>	As defined in the Disclaimer
<b>Selected Bidder</b>	As defined in Clause 4.2.1
<b>SPV</b>	As defined in Clause 2.2.6
<b>Tie Bidders</b>	As defined in Clause 4.2.2

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

# 1 INTRODUCTION

## 1.1 Background

- 1.1.1 The National Highways & Infrastructure Development Corporation Ltd (NHIDCL) is engaged in Development of Multilevel Car Parking System and Commercial Complex on PPP model at South Block, Bahu Plaza in Jammu (**the “Project”**) and as part of this endeavour, NHIDCL has decided to undertake this project on behalf of Jammu Development Authority (JDA) through Public Private Partnership (the “PPP”) mode.
- 1.1.2 It is envisaged that the PPP Concessionaire selected through this RFP process shall develop Multilevel Car Parking System including commercial complex under the Project.

Name of the Project	Estimated Project Cost
Development of Multilevel Car Parking System and Commercial Complex on PPP model at South Block, Bahu Plaza in Jammu	Rs. 71.04 Crore

- 1.1.3 The Selected Bidder, who shall either be a company incorporated under the Indian Companies Act or undertake to incorporate as such prior to execution of the Concession Agreement (the **“Concessionaire”**), shall be responsible for designing, engineering, financing, procurement, construction, operation, maintenance and management of the Project, for a period in accordance with the provisions of the Concession Agreement (the **“Concession Agreement”**) to be entered into between the Selected Bidder and Jammu Development Authority (JDA) in the form provided as part of the Bidding Documents pursuant thereto.
- 1.1.4 The scope of work will broadly include but not be limited to the design, engineering, construction, finance, develop, operation, maintenance and management of the MLCP, commercial complex and other Project components as defined in the Concession Agreement for the Project in accordance with the Concession Agreement. The Project components relating to design and construction including operation & maintenance are proposed to be provided by the private partner. JDA shall retain ownership and shall have a significant level of over sight of the operations through terms defined in the contract. The Concessionaire shall, in consideration of its investment and services, be entitled to levy and collect user fee, and shall be obligated to pay the license fee to JDA as per the provisions of the Concession Agreement.
- 1.1.5 The estimated cost of the Project (the **“Estimated Project Cost”**) has been specified in Clause 1.1.2 above. The assessment of actual costs, however, will have to be made by the Bidders.



- 1.1.6 The 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**").
- 1.1.7 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 JDA'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 NHIDCL.
- 1.1.8 NHIDCL shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by NHIDCL pursuant to this RFP, as modified, altered, amended and clarified from time to time by NHIDCL (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 1.3 for submission of Bids (the "**Bid Due Date**").
- 1.2 **Brief description of Bidding Process**
- 1.2.1 NHIDCL has adopted a single-stage two-envelope bidding process (the "**Bidding Process**") i.e. Technical Bid followed by Financial Bid of the shortlisted Bidders.
- 1.2.2 The Bidders (the "**Bidders**", which expression shall, unless repugnant to the context, include the Members of the Consortium) are required to submit their Bids (the "**Bids**") in accordance with the terms specified in the Bidding Documents.
- 1.2.3 Bidding Process involves evaluation of Technical Bid of prospective bidder(s) in accordance with the provisions of this RFP. At the end of this stage, NHIDCL shall shortlist Bidders fulfilling the Technical Bid criteria.
- 1.2.4 The Bidders shortlisted after the Technical Bid evaluation shall be eligible for opening and evaluation of their price Bids at the Financial Bid stage of the Bidding Process (the "**Financial Bid Stage**") comprising the opening and evaluation of price Bid (the "**Financial Bid**")
- 1.2.5 The Bidding Documents include the Draft Concession Agreement for the Project and Project Information Memorandum (the "**PIM**"). Subject to the provisions of Clause 2.3.1, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.

1.2.6 A Bidder is required to deposit, along with its Bid, a bid security as referred to in Clause 2.25 of this RFP (the “**Bid Security**”), refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have to provide Bid Security in the form of a Bank Guarantee acceptable to NHIDCL. Bank Guarantee validity period shall not be less than 120 (One hundred Twenty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between NHIDCL and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

1.2.7 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.

Bids are invited for the Project on the basis of the Annual Concession Fee offered by a Bidder for undertaking the Project. The Development Period is predetermined, as indicated in Clause 1.2.11 below. The Annual Concession Fee shall constitute the sole criteria for selection of the Bidder. In this RFP, the term “**Highest Bidder**” shall mean the Bidder who is offering the **Annual Concession Fee** for the Project.

1.2.8 Generally, the Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3 and Clause 4 of this 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 none of the other Bidders match the Bid of the Highest Bidder, NHIDCL may, at its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.

1.2.9 The Concessionaire shall, in consideration of its investment and services, be entitled to levy and collect user fee as per the provision of Concession Agreement.

1.2.10 Details of the process to be followed for the Bidding Process and the terms hereof are spelt out in this RFP.

1.2.11 The Multilevel car parking system developed by the Concessionaire shall in accordance with the terms and conditions of this RFP and the Concession Agreement. The construction period for the Project is in the terms of the Draft Concession Agreement. The MLCP shall be handed back by the Concessionaire to - JDA after 10 years from COD in terms of the Draft Concession Agreement.

The commercial facilities of the Project shall be with the Concessionaire in accordance with Draft Concession Agreement.

- 1.2.12 The bidder may submit their queries, if any, at General Manager (Technical), NHIDCL, 4, Parliament Street,, New Delhi before the last date of receiving queries as specified in the RFP. No other mode of raising queries shall be accepted. NHIDCL 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, however, no queries received after prescribed date shall be entertained. The envelopes/ communication shall clearly bear the following identification/ title:

**“Queries/Request for Additional Information: RFP for Development of Multilevel Car Parking System and Commercial Complex at South Block, Bahu Plaza in Jammu”**

### 1.3 Schedule of Bidding Process

NHIDCL shall endeavor to adhere to the following schedule:

S. No.	Event Description	Date and Time (IST)
1.	Bid Documents/ NIT publishing date	18.06.2020 (1500Hrs)
2.	Bid Documents download/ Start date	18.06.2020 (1500Hrs)
3.	Last date for receiving Pre-bid queries	06.07.2020(1500Hrs)
4.	Pre-Bid Meeting	07.07.2020 (1500Hrs)
5.	Pre-Bid Venue	NHIDCL, 3rd Floor, PTI building 4, Parliament Street, New Delhi-110001
6.	NHIDCL response to Pre-bid queries latest by	13.07.2020 (1500Hrs)
7.	Last date for downloading the Bid documents from the website	28.07.2020 (1500 Hrs)
8.	Bid submission- Bid Due Date	28.07.2020 (1500Hrs)
9.	Opening date and time of Technical Bid	29.07.2020 (1500Hrs)
10.	Announcement of short-listed bidders for Financial Bid Stage	To be specified
11.	Opening date and time of Financial Bid	To be specified
12.	Issue of Letter of Award (LOA)	To be specified
13.	Signing of Concession Agreement	To be specified

### 1.4 Cost of Bidding Document:

- 1.4.1 Prior to submission of the Bid, the Bidder shall pay to NHIDCL non-refundable document Fee of Rs 5,900/- (incl GST @18%) as the cost of the RFP. The cost shall

be deposited online (RTGS/NEFT/Other online mode) only, to the NHIDCL's Bank account (Account details as tabulated below) and the bidder must furnish a copy of the online transaction receipt while submitting the proposal:

Sr. No.	Particulars	Details
1.	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2.	Beneficiary Bank Account No.	90621010002610
3.	Beneficiary Bank Branch Name and Address	Syndicate Bank, Transport Bhawan, 1st Parliament Street, New Delhi-110001
4.	Beneficiary Bank Branch IFSC	SYNB0009062
5.	Swift Code (For Foreign Bidders)	SYNBINBB126

**Note:**

1. The authorized signatory holding Power of Attorney shall only be the Digital Signatory. In case, authorized signatory holding Power of Attorney and Digital Signature are not the same, the bid shall be considered non-responsive.
2. The detailed tender document can be viewed from the website [www.eprocure.gov.in](http://www.eprocure.gov.in) & [www.nhidcl.com](http://www.nhidcl.com) from 18.06.2020 to 28.07.2020 (15:00 Hrs). "NHIDCL and e-procure portal is to be used through computer having Window Operating System only"
3. Bid should be submitted online in the prescribed format given in the website. No other mode of submission is acceptable.
4. The Amendments/clarifications to the bid document if any will be hosted on the above website only.
5. For any clarification, the following office may be contacted:

**B Shivprasad**

**General Manager (Technical)**

National Highway & Infrastructure Development Corporation Ltd. PTI Building, 3rd Floor,

4, Parliament Street, New Delhi-110001

Ph. 011-2346 1674

Email: [shivprasad.152p@gov.in](mailto:shivprasad.152p@gov.in).

6. Conditional bids would be rejected.
7. NHIDCL reserves the right to accept/reject any or all the bids without assigning any reasons thereof.

(B Shivprasad)  
General Manager (Technical)  
NHIDCL, PTI Building, 3rd Floor,  
4, Parliament Street, New Delhi-110001



## INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### 1.5 Scope of the Bid

1.5.1 NHIDCL wishes to receive Bids in order to select Concessionaire for the Project.

1.5.2 The Financial Bids of only those Bidders shall be opened who meets the Technical Bid criteria.

#### 1.6 Eligibility and qualification requirement of Bidders

##### 1.6.1 General

For determining the eligibility of bidders hereunder, the following shall apply:

- a) The Bidder may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be a member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
- b) The Bidder may be a, private entity, government-owned entity incorporated under the Companies Act 1956/ 2013 or applicable laws of foreign countries 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 2.2.6 below.
- c) The Bidder shall not have any conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, NHIDCL shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by NHIDCL and not by way of penalty for, *inter alia*, the time, cost and effort of NHIDCL including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to NHIDCL under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if
  - (i) The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where

the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows:

- (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
- (bb) subject always to sub-clause (e) 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 (f) 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, development loan or subordinated debt from any other Bidder, or any Associate thereof, or has provided any such subsidy, grant, development 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 NHIDCL in the preparation of any documents, design or technical specifications of the Project.

- d) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of NHIDCL 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 prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from COD (the “**Commercial Operation Date**”) of the Project.

1.6.2 To be eligible for this RFP, a Bidder shall fulfil the following conditions of eligibility:

- a. **Technical Capacity:** 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) paid for, or received payments for, development of Eligible Project(s); and/or
- (ii) paid for development of Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.4.3; and/ or
- (iii) collected and appropriated revenues from Eligible Project(s) in Category 3 and/or Category 4 specified in Clause 3.4.4,

such that the sum total of the above is more than Rs 71 crores (Rupees Seventy One Crores only)] (the “**Threshold Technical Capacity**”).

-

- b. **Financial Capacity:** The Bidder shall have

- i. a minimum Net Worth (the “**Financial Capacity**”) of **Rs. 17.76 crores** (Rs. Seventeen Crore Seventy Six Lakhs only) at the close of the preceding financial year; or
- ii. Solvency certificate for an amount of at least **Rs. 28.42 (Rs. Twenty Eight Cores Forty Two Lakhs only)** crores in the format provided in Appendix B3 with bank letterhead with seal and signature.

In case of a Consortium, the combined technical capability and net worth of those Members, who shall have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above conditions of eligibility; provided that the each such other Member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than 26% (twenty six percent) of the subscribed and paid up equity of the SPV as per the terms and



conditions mentioned in Concession Agreement. In case a Consortium Solvency Certificate shall have to be submitted by each member of Consortium.

- 1.6.3 **O&M Experience:** The Bidder, either itself or through its O&M partner, shall demonstrate O&M strength. In the event that the Bidder does not have the requisite O&M experience, it shall enter into an agreement, with an entity having experience relating to the performance of O&M obligations, however the same may be without any equity contribution in the SPV from such O&M partner, failing which the bid shall be liable to be rejected. The Bidder shall submit an undertaking from the O&M partner with clear roles and responsibilities inter se as part of the Bid in accordance with Appendix B5 and shall furnish all supporting documents as per RFP.

It is hereby clarified that for an entity to be considered qualified as an O&M partner, it shall have during the 5 (five) years preceding the Bid Due Date, 2 (two) years' experience for operations and maintenance of Multi-level Car parking facility having minimum of 120 (One hundred Twenty) ECS at a single project / location (the "**Eligible O&M Project**"). Further, the cumulative ECS of all Eligible O&M Projects shall not be less than 600 ECS (Six Hundred) during any year. For avoidance of doubt, the Eligible O&M Project should have been operated and maintained for a period of not less than 6 (six) month in the year.

- 1.6.4 The Bidder shall enclose with its Bid, to be submitted as per the formats in Part B of the Appendices, the following:
- i. Certificate(s) from statutory auditors of the Bidder or its Associates or the concerned client(s) stating the payments made / received or works commissioned, as the case may be, during the past 5 (five) years with respect to the projects specified above. In case a particular job / contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job / contract by producing a certificate from its statutory auditor or the client; and
  - ii. Certificate(s) from statutory auditors of the Bidder or its Associates specifying the Net Worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause. For the purposes of this RFP, net worth (the "**Net Worth**") shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders
- 1.6.5 The Bidder shall submit a Power of Attorney as per the format in Appendix-A2, authorizing the signatory of the Bid to commit the Bidder. In the case of a Consortium, the Members shall also submit a Power of Attorney in favour of the Lead Member as per format at Appendix-A3.

1.6.6 Where the Bidder is a single entity, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 2013 (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 members in a consortium shall not exceed 3;
- b) Subject to the provisions of sub-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 share holding of at least 51% (fifty one per cent) of the paid up and subscribed equity of the SPV as per the terms and conditions mentioned in Concession Agreement. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-A3, signed by all the other members of the Consortium;
- d) Deleted
- e) 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;
- f) An individual Bidder cannot at the same time be member of a Consortium submitting a bid. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium submitting a bid;
- g) The members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;
- h) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-A4 (the “**Joint Bidding Agreement**”), for the purpose of making the Bid. 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 the minimum equity stake to be held by each member;

- iv. commit that the lead member shall subscribe to at least 51% (fifty one per cent) or more of the paid up and subscribed equity of the SPV and each of the other members, whose experience for Technical Capacity and/or Financial Capacity will be evaluated for the purposes of this RFP, shall subscribe to at least 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV as per the terms and conditions mentioned in Concession Agreement;
  - v. 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; and
  - vi. 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 NHIDCL.
- 1.6.7 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.
- 1.6.8 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 have been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 2.2.7 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any wilful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to NHIDCL for seeking a waiver from the disqualification hereunder and NHIDCL may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.
- 1.6.9 In computing the Technical Capacity and the 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.

1.6.10 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 Appendices is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- b) Information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms.
- c) In responding to the Bid submissions, Bidders should demonstrate their capabilities in accordance with Section 2, 3 and 4.
- d) In case the Bidder is a Consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein.

1.6.11 While Qualification is open to persons from any country, the following provisions shall apply:

- a) Where, on the Bid Due Date, 25% (twenty five per cent) or more of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or
- b) if at any subsequent stage after the Bid Due Date, there is an acquisition of 25% (twenty five per cent) or more of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in one of the Bidder or its Member;

[then the Qualification of such Bidder or in the event described in sub clause (b) above, the continued Qualification of the Bidder shall be subject to approval of NHIDCL from national security and public interest perspective. The decision of NHIDCL in this behalf shall be final and conclusive and binding on the Bidder]

[The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, NHIDCL shall be guided by the principles,

precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition]

The Bidder shall promptly inform NHIDCL of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

- 1.6.12 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (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 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

## 1.7 General terms of Bidding

- 1.7.1 No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
- 1.7.2 The PIM is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the PIM shall be binding on NHIDCL nor confer any right on the Bidders, and NHIDCL shall have no liability whatsoever in relation to or arising out of any or all contents of the PIM.
- 1.7.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 1.7.4 Any condition or qualification or any other essential stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 1.7.5 The documents including this RFP and all attached documents, provided by NHIDCL are and shall remain or becomes the property of NHIDCL and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.3.4 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and NHIDCL will not return to the Bidders any Bid, document or any information provided along therewith.

1.7.6 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of NHIDCL in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of NHIDCL, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which NHIDCL may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without NHIDCL being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from COD of the Project.

1.7.7 This RFP is not transferable.

1.7.8 Any award of contract pursuant to this RFP shall be subject to the terms of Bidding Documents.

## 1.8 Change in composition of the consortium

1.8.1 No change in the Consortium members is allowed once the Bids have been submitted till the selection of the Concessionaire.

## 1.9 Change of Ownership

1.9.1 By submitting the Bid, the Bidder acknowledges that it was pre-qualified and short-listed on the basis of credentials of the those Consortium Members who shall until the 2<sup>nd</sup>(second) anniversary of the COD of the Project, hold equity share capital representing not less than 26% (twenty six percent) of the subscribed and paid up equity share capital of the SPV as per the terms and conditions mentioned in Concession Agreement.

1.9.2 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 thereunder. For the avoidance of doubt, the provisions of this Clause 2.5.2 shall apply only when the Bidder is a Consortium.



1.9.3 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 short-listing in Technical Bid under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform NHIDCL forthwith along with all relevant particulars about the same and NHIDCL may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Appointed Date, 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 NHIDCL being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, NHIDCL 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 NHIDCL under the Bidding Documents and/ or the Concession Agreement or otherwise.

#### 1.10 Costs of Bidding

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

1.10.2 An international bidder bidding individually or as a member of a Consortium shall ensure that Power of Attorney is legalised/ apostle by appropriate authority notarised in the jurisdiction where the Power of attorney is being issued and requirement of Indian Stamp Act is duly fulfilled

#### 1.11 Site visit and verification of information

1.11.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, 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.

#### 1.12 Acknowledgement of the Bidders

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

- a) made a complete and careful examination of the Bidding Documents;
- b) received all relevant information requested from NHIDCL;

- c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of NHIDCL relating to any of the matters referred to in Clause 2.7.1 above;
  - d) satisfied itself about all matters, things and information including matters referred to in Clause 2.7.1 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 thereunder;
  - 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 2.7.1 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 NHIDCL, or a ground for termination of the Concession Agreement by the Concessionaire;
  - f) acknowledged that it does not have any Conflict of Interest; and
  - g) agreed to be bound by the undertakings provided by it under and in terms hereof
- 1.12.2 NHIDCL 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 RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by NHIDCL or matters incidental or ancillary thereto
- 1.13 Verification and disqualification**
- 1.13.1 NHIDCL reserves the right to accept or reject any Bid and to annul or modify the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that NHIDCL rejects or annuls all the Bids, it may, at its sole discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 1.13.2 Right to accept or reject any or all Bids
- NHIDCL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by NHIDCL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by NHIDCL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of NHIDCL thereunder.
- 1.13.3 NHIDCL reserves the right to reject any Bid and appropriate the Bid Security if:
- a) at any time, a material misrepresentation is made or uncovered, or



- b) the Bidder does not provide, within the time specified by NHIDCL, the supplemental information sought by NHIDCL for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occur after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then NHIDCL reserves the right to:

- a) invite the remaining Bidders to submit their Bids in accordance with Clauses 4.2.3 and 4.2.4; or
- b) take any such measure as may be deemed fit in the sole discretion of NHIDCL, including annulment of the Bidding Process.

1.13.4 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 Period thereby granted by NHIDCL, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by NHIDCL to the Selected Bidder or the Concessionaire, as the case may be, without NHIDCL being liable in any manner whatsoever to the Selected Bidder or Concessionaire. In such an event, NHIDCL 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 NHIDCL under the Bidding Documents and/ or the Concession Agreement, or otherwise

## **B. DOCUMENTS**

### **1.14 Contents of the RFP**

1.14.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.12.

#### **GLOSSARY**

Section 1 INTRODUCTION

Section 2 INSTRUCTIONS TO BIDDERS

Section 3	EVALUATION OF BIDS
Section 4	OPENING AND EVALUATION OF FINANCIAL BIDS
Section 5	FRAUD AND CORRUPT PRACTICES
Section 6	PRE-BID CONFERENCE
Section 7	MISCELLANEOUS

**APPENDICES:****PART A – FORMATS FOR BID SUBMISSION**

Appendix A1-Letter comprising the Bid for Technical Bid and Financial Evaluation

Appendix A2-Power of Attorney for Signing of Bid

Appendix A3-Power of Attorney for Lead Member of Consortium

Appendix A4-Joint Bidding Agreement

Appendix A5-Bank Guarantee for Bid Security

Appendix A6-Statement of Legal Capacity

**PART B – FORMATS FOR TECHNICAL BID SUBMISSION**

Appendix B1-Particulars of the Bidder

Appendix B2 - Technical Capacity of the Bidder

Appendix B3 - Financial Capacity of the Bidder

Appendix B4 – Details of Eligible Projects for Technical capacity

Appendix B5-Details of O&M Experience

Appendix B6-Information relating to Project Design Proposal

**PART C – FORMAT FOR FINANCIAL BID SUBMISSION**

Appendix C1-Financial Bid Form

**PART D-** Bidder's detailed plan for the Parking System including concept design and drawings, implementation & operational plan shall be provided. The basic architectural design with artist's impression of the project shall be provided. This shall be submitted as bound booklet of A-3 size in horizontal format as per clause 3.7.2 (In separate Envelope)

1.14.2 The draft Concession Agreement subject to Clause 2.3.2 of this RFP, are being provided by NHIDCL as part of the Bidding Documents shall be deemed to be part of this RFP.

#### 1.15 Clarifications

1.15.1 Bidders requiring any clarification on the RFP Document shall submit their queries at address mentioned in clause 1.2.12 only. No other mode of raising queries shall be accepted. The Bidders should post/upload their queries latest by the relevant date and time mentioned in Clause 1.3 '**Schedule of Bidding Process**'. NHIDCL would endeavour to respond to the queries by the date mentioned in Clause 1.3 -Schedule of Bidding Process. The responses will be uploaded on the Central Public procurement portal i.e. [www.eprocure.gov.in](http://www.eprocure.gov.in) only. NHIDCL will forward its responses, at its sole discretion, to all the Bidders and would include a description of the enquiry and the response of NHIDCL without identifying the source of the enquiry.

1.15.2 NHIDCL shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, NHIDCL 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 NHIDCL to respond to any question or to provide any clarification.

1.15.3 NHIDCL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by NHIDCL shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by NHIDCL or its employees or representatives shall not in any way or manner be binding on NHIDCL.

1.15.4 To facilitate evaluation of Bidders, NHIDCL may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by NHIDCL for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

1.15.5 If a Bidder does not provide clarifications sought under Clause 2.11.4 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, NHIDCL may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of NHIDCL.

#### 1.16 Amendment of Bidding Documents

1.16.1 At any time prior to the Bid Due Date, NHIDCL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the bidding documents by issuance of addenda(s)/corrigendum(s).

1.16.2 Any Addendum/corrigendum(s) issued shall be part of the Bidding Document and shall be available on the website or sent to the bidders.

1.16.3 In order to afford the Bidders a reasonable time for taking an Addendum/corrigendum(s) into account for preparing their bids, or for any other reason, NHIDCL may, in its sole discretion, extend the Bid Due Date.

## C. PREPARATION AND SUBMISSION OF BIDS

### 1.17 Language

1.17.1 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 Bidders 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.

### 1.18 Preparation of Bid

1.18.1 The Bidder shall provide all the information sought under this RFP. NHIDCL 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.

1.18.2 The following 2(two) envelopes shall be submitted physically by the bidder at the address mentioned in clause 2.14.5:

**a) Envelope I: Technical Bid**

**b) Envelope II: Financial Bid**

1.18.3 1) **Envelope-I (Technical Bid)** and shall contain duly filled application in the prescribed format along with the Appendices and documents specified in 2.15.1

**2) Envelope II-Financial Bid** in the prescribed format at the address mentioned in clause 2.14.5 as per Appendix-C.

1.18.4 The Bidder shall submit the Bid in the format specified at Appendix-A1, together with the documents specified in Clause 2.15, and seal it in an envelope and mark the envelope as "BID". The Bidder shall seal the original and the copy of the Bid, together with their respective enclosures, in separate envelopes duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope which shall also be marked in accordance with Clauses 2.15 and 2.14.5.

1.18.5 The envelope shall be sealed, marked with Bidder's name and labelled as:

**“ORIGINAL COPY OF ENCLOSURES FOR THE BID OF THE PROJECT: DEVELOPMENT OF MLCP AND COMMERCIAL COMPLEX ON PPP MODE AT SOUTH BLOCK, BAHU PLAZA IN JAMMU**

The envelop shall be addressed to:

**ATTN. OF ADDRESS:**

**B Shivprasad**

**General Manager (Technical)**

National Highway & Infrastructure Development Corporation Ltd. PTI Building, 3rd Floor,

4, Parliament Street, New Delhi-110001

Ph. 011-2346 1674

**1.19 Instructions for submission of Bid**

**1.19.1 Technical Bid:** Following documents shall constitute the Technical Bid and to be submitted as Envelope I:

<b>PART A: FORMAT FOR SUBMISSION OF BID</b>		
1.	Appendix- A1	Letter comprising the Bid for Technical Bid and Financial Evaluation.
2.	Appendix -A2	Power of Attorney for signing the Bid
3.	Appendix-A3	Power of Attorney for Lead member of the Consortium ( if applicable)
4.	Appendix-A4	Copy of Joint Bidding Agreement- In case of Consortium
5.	Appendix-A5	Bank Guarantee towards Bid Security
6.	Appendix-A6	Statement of Legal Capacity
<b>PART B: FORMAT FOR TECHNICAL BID SUBMISSION</b>		
1.	Appendix B1	Particulars of the Bidder
2.	Appendix B2	Technical Capacity of the Bidder
3.	Appendix B3	Financial Capacity of the Bidder
4.	Appendix B4	Details of Eligible Projects for Technical capacity
5.	Appendix B5	Details of O&M Experience
6.	Appendix B6	Format of Project Design Proposal Requirements- Checklist for Compliance
<b>ADDITIONAL DOCUMENTS</b>		
7.	Copies of Bidder's duly audited balance sheet and profit and loss account for the past five years preceding the Bid Due Date.	
8.	<b>Tender Fee:</b> The Bidder shall pay to NHIDCL non-refundable document Fee of Rs 5,000 (Rupees Five Thousand + GST @18%) as the cost of the RFP. The cost shall be deposited online (RTGS/NEFT/Other online mode) only, to the	

	NHIDCL's Bank account towards the Bid Processing Cost.
9.	<b>Bid Security/EMD:</b> Bid Security of <b>Rs. 71 Lakhs</b> (Rupees Seventy One lakhs only) in the form of a bank guarantee issued by a nationalized bank, or a Scheduled Bank in India having, in favor of Managing Director, National Highways & Infrastructure Development Corporation Ltd., payable at New Delhi as Bid Security
10.	A copy of the Draft Concession Agreement (Part F of Appendices) with each page initialed by the person signing the Bid in pursuance of the Power of Attorney
11.	Copy of Memorandum and Articles of Association, of the Bidder.
12.	Any other document as specified in Section 2 and Section 3 of RFP

1.19.2 Financial Bid: The following shall be submitted as a part of Envelope II:

Financial Bid duly filled and signed on Bidder's Letter Head. The Financial Bid Format is as per Appendix-C1.

Utmost care should be taken to fill the Financial Bid. Any change in the format of Financial Bid file shall render it unfit for bidding.

The unconditional financial bid in respect of the Project proposed to be developed by the Successful Bidder shall be submitted physically, in the format attached in Appendix C1, hereof, wherein Annual Concession Fee shall be stated in Rupees (INR). Please note that the format of Financial Bid as provided in Appendix C1 is only for the purpose of reference/acclimatization, the bidder needs to submit the financial bid as per the procedure mentioned above.

## 1.20 Common instructions

1.20.1 Bids submitted in hard copy is permitted in this RFP any bid submitted through fax, telex, telegram, e-mail shall not be entertained and shall be rejected.

## 1.21 Bid Due Date

1.21.1 Bids should be submitted as per on the Schedule of Bidding Process in Clause 1.3 in the manner and form as detailed in this RFP.

1.21.2 NHIDCL may, in its sole discretion, extend the Bid Due Date by issuing an Addendum/corrigendum in accordance with Clause 2.12.3 uniformly for all Bidders.

## 1.22 Late Bids

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

**1.23 Modifications/Substitution/Withdrawal of Bids**

- 1.23.1 The Bidder may modify, substitute or withdraw its Bid at the address mentioned in clause 2.14.5 prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

**1.24 Rejection of Bids**

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

**1.25 Validity of bids**

- 1.25.1 The bids shall be valid for a period of not less than 120 (One Hundred Twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and NHIDCL.

**1.26 Confidentiality**

- 1.26.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising NHIDCL in relation to, or matters arising out of, or concerning the Bidding Process. NHIDCL will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. NHIDCL 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 NHIDCL or as may be required by law or in connection with any legal process.

**1.27 Proprietary data**

- 1.27.1 All documents and other information supplied by NHIDCL or submitted by a Bidder to NHIDCL shall remain or become the property of NHIDCL. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. NHIDCL will not return any Bid or any information provided along therewith.



**1.28 Correspondence with the Bidder**

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

**D. BID SECURITY****1.29 Bid Security**

- 1.29.1 The Bidder shall furnish as part of its Bid, a Bid Security of **Rs. 71 Lakhs (Rupees Seventy One Lakhs only)** in the form of a bank guarantee issued by a nationalized bank, or a Scheduled Bank in India, in favour of the Managing Director, National Highways & Infrastructure Development Corporation Ltd., payable at New Delhi in the format at Appendix–A5 (the “**Bank Guarantee**”) and having a validity period of not less than 120 (One hundred Twenty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between NHIDCL and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 1.29.2 Deleted
- 1.29.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by NHIDCL as non-responsive.
- 1.29.4 Save and except as provided in Clauses 2.25.2 above, the Bid Security of unsuccessful Bidders will be returned by NHIDCL, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by NHIDCL, and in any case within 60 (sixty) days from the Bid Due Date.
- 1.29.5 The Selected Bidder’s Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. NHIDCL may, at the Selected Bidder’s option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.
- 1.29.6 NHIDCL shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.25.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that NHIDCL will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.



1.29.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to NHIDCL under the Bidding Documents and/ or under the Concession Agreement, or otherwise, if

- a) a Bidder submits a non-responsive Bid;
- b) a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 5 of this RFP;
- c) 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(s) and NHIDCL;
- d) the Selected Bidder fails within the specified time limit –
  - i. to sign and return the duplicate copy of LOA; or
  - ii. to sign the Concession Agreement; or
  - iii. to furnish the Performance Security within the period prescribed thereof in the Concession Agreement.
- e) the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

## **E. FINANCIAL BID**

### **1.30 Bid Parameter**

1.30.1 The bid shall comprise of “**Highest Annual Concession Fee**” to be quoted by the bidder.

1.30.2 Bidders would be ranked in the descending order of the Annual Concession Fee furnished by the Bidders.

1.30.3 The Financial Bid should be furnished in the format at Appendix–C1, clearly indicating the Annual Concession Fee in both figures and words, and signed by the Bidder’s authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

## 2 EVALUATION OF BIDS

### 2.1 Opening and Evaluation of Bids

- 2.1.1 NHIDCL shall open the Bids as per Clause 1.3 - Schedule of Bidding Process, at the place specified in Clause 2.14.5 and in the presence of the Bidders who choose to attend.
- 2.1.2 NHIDCL will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 2, 3 and 4.
- 2.1.3 Bidders are advised that qualification of Bids will be entirely at the discretion of NHIDCL. 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.
- 2.1.4 Any information contained in the Bid shall not in any way be construed as binding on NHIDCL, 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.
- 2.1.5 NHIDCL 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.
- 2.1.6 To facilitate the evaluation of Bids, NHIDCL may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

### 2.2 Test of responsiveness

- 2.2.1 Prior to evaluation of Bids, NHIDCL shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
- a) it is received as per formats prescribed in Appendices Part-A, Part-B and Part-C;
  - b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.17.2;
  - c) it contains the Demand Draft towards the Bid Processing Cost;
  - d) it is accompanied by the Bid Security as specified in Clause 2.25;
  - e) it is accompanied by the Power(s) of Attorney as specified in Clauses 2.2.5;
  - f) it is accompanied by the Documents requiring submission in Original Hard copy as specified in Clause 2.15
  - g) it contains all the information and documents (complete in all respects) as requested in this RFP;
  - h) it contains information in formats same as those specified in this RFP/Bidding documents;
  - i) it contains certificates from Statutory Auditors in the formats specified in Part B and Part C of Appendices of the RFP for each Eligible Project;
  - j) it is accompanied by the Joint Bidding Agreement(for Consortium), as stipulated in clauses 2.2.6(h);

- k) it does not contain any condition or qualification; and
- l) it is not non-responsive in violation of terms hereof.

2.2.2 NHIDCL reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by NHIDCL in respect of such Bid. Provided, however, that NHIDCL may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the bid.

### 2.3 Evaluation parameters of Technical Bid

2.3.1 Only those Bidders who meet the eligibility criteria specified in Clause 2.2.2 shall qualify for evaluation under this Section 3. Bids of firms/ consortia who do not meet these criteria shall be rejected.

2.3.2 The Bidder's competence and capability is proposed to be established by the following parameters:

- (a) Project Design Capability
- (b) Traffic Management Plan

The design submitted by the Bidders who meet the eligibility criteria shall be evaluated based on the evaluation criteria provided below:

**Table: 3.3.2 Evaluation Matrix**

Sl. No.	Particulars	Max. Marks	Marking Criteria	
	<b>Project Design Capability</b>	<b>100</b>	Minimum pass marks for Project Design Capability =60	
			<b>Documentation</b>	<b>Presentation</b>
<b>A</b>	<b>Proposed Concept Design</b>	75	60	15
	Evaluation parameters include, inter-alia			
	a) Design configuration – conceptual planning & architectural layouts of the facilities		15	
	b) Contingency plans – safety & disaster management plans		5	
	c) Design attractiveness – Aesthetics, façade, Environment friendliness, energy efficiency		10	
	d) Sequencing and activity time schedule		10	
	e) Detailed methodology for construction		10	
	f) Detailed methodology for operation and maintenance			
<b>B</b>	<b>Traffic Management Plan</b>	25	15	10
	Evaluation parameters include, inter-alia			
	a) Adequacy of traffic management plan			

Sl. No.	Particulars	Max. Marks	Marking Criteria	
	during construction		6	
	b) Efficiency of circulation plan within and around Parking facility		5	
	c) Efficiency of Pedestrian movement plan		2	
	d) Adequacy emergency traffic plan		2	
	<b>TOTAL</b>	<b>100</b>		

2.3.3 The Project Design Capability shall be the arithmetic sum of the marks/scores assigned to the Bidders under each of the parameters listed above in Table 3.3.2

Project Design Capability Score = A+B

The Bidder shall self-assess the technical, financial and O&M experience as per Appendix B-7. However, the marks/score evaluated by NHIDCL or its Consultant(s) or Advisor(s) shall be final and binding on the Bidder(s). Based on evaluation score of design submitted, Financial Bids of only those bidders shall be opened who achieve an Overall pass marks of at least 60 marks.

## 2.4 Criteria and Evaluation of Technical Capacity

2.4.1 For demonstrating technical capacity and experience (the “**Technical Capacity**”) over the past 5 (five) financial years preceding the Bid Due Date shall be considered. The following categories of experience would qualify as Technical Capacity and eligible experience (the “**Eligible Experience**”) in relation to eligible projects as stipulated in Clauses 3.4.3 and 3.4.4 (the “**Eligible Projects**”):

**Category 1:** Project experience on Eligible Projects in Multi-Level Car Parking sector under Clause 3.4.3

**Category 2:** Project experience on Eligible Projects in core sector that qualify under Clause 3.4.3

**Category 3:** Construction experience on Eligible Projects in Category 1 under Clause 3.4.4

**Category 4:** Construction experience on Eligible Projects in core sector Clause 3.4.4

For the purpose of this RFP Document:

- i. Multi-Level Car Parking sector would be deemed to include underground and/or over-ground ramp based and/ or Mechanical car parking in standalone car park, Commercial, Retail/ Office, hotel spaces, hospitals, airports and/ or passenger terminals, that qualify under Clause 3.4.3;  
and

- ii. Core sector would be deemed to include Ports, airports, Passenger Terminals, Industrial Parks/ Estates, Commercial/ Institutional Buildings, Logistic Parks, Hospitals, Metro Rail.

2.4.2 Eligible Experience in respect of each category shall be measured only for Eligible Projects.

2.4.3 For a project to qualify as an Eligible Project under Categories 1 and 2:

- a) It should have been undertaken for public use.
- b) the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty-six per cent) equity at the time of commissioning of project for which Eligible Experience is being claimed;
- c) the capital cost of the project should be minimum **Rs. 14.21 crores (Rs. Fourteen Crores Twenty One lakh only)**; and
- d) the entity claiming experience shall, during the last 5 (five) financial years preceding the Bid Due Date, have (i) paid for development of the project (excluding the cost of land), and/ or (ii) collected and appropriated the revenues from users availing of non-discriminatory access to or use of fixed project assets, such as revenues from Multi-Level Car Parking, Commercial/ institutional buildings, Logistic Park, Hospital, airports, Ports and Passenger Terminals etc. but shall not include revenues from sale or provision of goods or services such as electricity, gas, petroleum products, telecommunications or fare/freight revenues and other incomes of the company owning the Project.

2.4.4 For a project to qualify as an Eligible Project under Categories 3 and 4, the Bidders should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Bid Due Date, and only the payments (gross) actually made or received, as the case may be, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, payments/receipts of less than **Rs. 14.21 crores (Rs. Fourteen Crores Twenty One lakh only)** shall not be reckoned as payments/receipts for Eligible Projects. For the avoidance of doubt, construction works 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. Further, the cost of land shall not be included hereunder.

2.4.5 The Bidder shall quote experience in respect of a particular Eligible Project under any one category only, even though the Bidder (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

- 2.4.6 The Bidder's experience shall be measured and stated in terms of a score (the "**Experience Score**"). The Experience Score for an Eligible Project in a given category would be the eligible payments and/or receipts specified in Clause 2.2.2(a), divided by one crore and then multiplied by the applicable factor in Table 3.4.6 below. In case the Bidder has experience across different categories, the score for each category would be computed as above and then aggregated to arrive at its Experience Score. The sum total of the Experience Score for all Eligible Projects shall be the '**Aggregate Experience Score**' of a particular Bidder.

Table 3.4.6: Factors for Experience across categories

Categories	Factor
Category 1	1.25
Category 2	1.00
Category 3	0.75
Category 4	0.50

## 2.5 Criteria and Evaluation of Financial Capacity:

- 2.5.1 The Bidder shall have a minimum Net Worth of **Rs. 17.76 Crores** (Rupees Seventeen Crores Seventy Six Lakhs only) or Solvency of at least **Rs. 28.42 Crores** (Rupees Twenty Eight Crores Forty Two Lakhs only) as the case may be (the "**Financial Capacity**") at the close of the preceding financial year.

## 2.6 Criteria and Evaluation of O&M Experience:

- 2.6.1 The O&M experience eligibility criteria for the Bidder is as follows:
- 2.6.2 The Bidder, either itself or through its O&M partner, shall demonstrate O&M strength. In the event that the Bidder does not have the requisite O&M experience, it shall enter into an agreement, with an entity having experience relating to the performance of O&M obligations, however the same may be without any equity contribution in the SPV from such O&M partner, failing which the bid shall be liable to be rejected. The Bidder shall submit an undertaking from the O&M partner with clear roles and responsibilities inter se as part of the Bid in accordance with Appendix B5 and shall furnish all supporting documents as per RFP.

It is hereby clarified that for an entity to be considered qualified as an O&M partner, it shall have during the 5 (five) years preceding the Bid Due Date, 2 (two) years' experience for operations and maintenance of Multi-level Car parking facility having minimum of 120 (One hundred Twenty) ECS at a single project / location (the "**Eligible O&M Project**"). Further, the cumulative ECS of all Eligible O&M Projects shall not be less than 600 ECS (Six Hundred) during any year. For avoidance of doubt, the Eligible O&M Project should have been operated and maintained for a period of not less than 6 (six) month in the year.

- 2.6.3 For demonstrating adequacy and appropriateness of the proposed Design of the Project and its conformance to the construction requirements and O&M requirements in terms of Draft Concession Agreement, the bidder shall prepare its Project Design Proposal. The Bidder must provide the necessary information relating to its Project Design Proposal as per format at Appendix-B6. The Bidder shall achieve at least 60% marks/score (the “**Project Design Capability**”).
- 2.6.4 During the evaluation process of Technical Bid, the bidder shall give a presentation as well as submit the hard copy (in the form of bound booklet of A-3 size in horizontal format) of Project Design Proposal to NHIDCL on a mutually agreed date and time. The Project Design Proposal shall be evaluated by NHIDCL as per Clause 3.3.

The Project Design Proposal shall include the following:

**a) Proposed Project Concept Design.**

The Bidders should provide a concise method statement covering each of the following activities pertaining to the Project:

- i. Concept Plan for Parking Facility including the supporting preliminary design and drawings for all mandatory facilities as indicated in the draft Concession Agreement.
- ii. Concept Plan for Commercial development as applicable to the project and the proposed end-usage and areas.
- iii. Plan and methodology to ensure GRIHA -3 or higher rating.
- iv. Architectural layout and area allocation for each facility such as:
  - a. Parking structure
    - Structural geometry, location, types of vehicles proposed to be parked, capacity, parking procedure, impact on environment, neighbouring buildings, etc.
  - b. Entry and Exit Area plan and design of parking structure
  - c. Pedestrian paths, Public conveniences and landscaping areas as applicable to the project.
  - d. Other facilities
- v. In descriptive manner, for building and underground civil works, for provision of utilities (including lighting, water supply & drainage, fire services etc.)
- vi. Details of electrical and electronic system for Parking Facility
- vii. Detail of IT enabled Parking Management System with boom barrier based solution and management of centralized database.
- viii. Details Power backup system
- ix. Contingency plan including the Evacuation Plan, facility for retrieval in case of potential failure etc.
- x. Fire safety measure
- xi. Operation and Maintenance
- xii. Traffic Safety and Traffic Management



- xiii. Evacuation Plan
- xiv. Implementation Plan  
The Bidders should provide their plan for implementation of the Project including inter alia a GANTT chart/ an appropriate Time Activity Chart but not limited to procurement of the mechanical items for car parking system and their installation and plan for interim parking of vehicles during the construction period.
- xv. Plant and equipment deployment plan
- xvi. Basic Technical/ Structural feasibility report from structural designer/ consultant with scheme of construction

#### b) Traffic Management Plan

The Bidders should provide write-up and drawings for the following:

- i. Traffic management plan during construction;
- ii. Circulation plan within and around the Parking Facility including peak hour
- iii. Pedestrian movement plan
- iv. Emergency traffic plan.

#### 2.7 Evaluation of Technical Bid

2.7.1 The credentials of eligible Bidders shall be measured in terms of their overall Technical Score as per Table 3.3.2

2.7.2 The bidders shall have following minimum scores for participation in the financial bid stage:

- a. Overall Technical score of not less than 60; and

2.7.3 The Bidders shall then be ranked on the basis of their respective overall Technical score and shortlisted for opening of Financial Bid. .

#### 2.8 Details of experience

2.8.1 The Bidder must provide the necessary information relating to Technical Capacity as per format at Appendix-B2

2.8.2 The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Appendix-B4.

2.8.3 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.



- 2.8.4 (a) The Experience Score of the Bidder shall be computed as a weighted average of the Experience Score of a member and its proposed equity stake (%) in the Consortium,
- (b) Similarly, the Net worth or Solvency as the case maybe of the Bidder shall be computed as a weighted average of the Net worth/Solvency of a member and its proposed equity stake (%) in the Consortium
- (c) Similarly, the Threshold Technical Capacity of the Bidder shall be computed as a weighted average of the Threshold Technical Capacity of a member and its proposed equity stake (%) in the Consortium

**Illustration:**

*For illustration and avoidance of any doubts, the following method is placed in clarification:*

*If Company A (Net-Worth: Rs 1,000 crore) & Company B (Net-Worth: Rs 500 crore) in a Consortium with shareholding of A as 60% and B as 40% then the Weighted Net worth of the Consortium shall be:*

*For Weighted Net worth*

$$1,000 \times 60\% + 500 \times 40\% = 800 \text{ crore}$$

*For Weighted Experience Score*

*If Company A has been assessed to have an Experience Score of 1,000 and Company B has been assessed to have an Experience Score of 500, in a Consortium with shareholding of A as 60% and B as 40%, then the Weighted Experience score of the Consortium shall be*

$$1,000 \times 60\% + 500 \times 40\% = 800$$

**2.9 Financial information for purposes of evaluation**

- 2.9.1 The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 5 (five) financial years, preceding the year in which the Bid is made.
- 2.9.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.
- 2.9.3 The Bidder must establish the minimum Net Worth specified in Clause 2.2.2 (b)(i) or Solvency specified in Clause 2.2.2 (b)(ii), and provide details as per format of Appendix-B3.

### 3 OPENING AND EVALUATION OF FINANCIAL BID

#### 3.1 Opening of Financial Bids

- 3.1.1 Financial bids of only those Bidders who are short-listed after the Technical Bid evaluation as per Clause 3.3 shall be opened by NHIDCL.

#### 3.2 Selection of Bidder

- 3.2.1 Subject to provision of the Clause 2.21, the bidder whose bid is adjudged as responsive in terms of Clause 3.2.1 and who has quoted the Annual Concession Fee shall be declared as the selected bidder (the “**Selected Bidder**”).
- 3.2.2 In the event that two or more Bidders quote the same value for Annual Concession Fee, (the “**Tie Bidders**”), NHIDCL shall identify the Selected Bidder based on Technical Score. The Bidder with the highest Technical Score shall be the Selected Bidder.
- 3.2.3 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the “**first round of bidding**”), NHIDCL may invite all the remaining qualified Bidders 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, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Annual Concession Fee was Highest as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth Highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third Highest Bidder shall be the Selected Bidder.
- 3.2.4 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 4.2.3, NHIDCL may, in its discretion, invite fresh Bids (the “**third round of bidding**”) from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second Highest Bidder in the first round of bidding.
- 3.2.5 After selection, a Letter of Acceptance (the “**LOA**”) shall be issued, in duplicate, by NHIDCL to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, NHIDCL may, unless it

consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

- 3.2.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the Concession Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

### 3.3 **Contacts during Bid Evaluation**

- 3.3.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time NHIDCL 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, save and except as required under the Bidding Documents, from contacting by any means, NHIDCL and/ or their employees/ representatives on matters related to the Bids under consideration.

### 3.4 **Correspondence with the Bidder**

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

## 4 FRAUD AND CORRUPT PRACTICES

- 4.1.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, NHIDCL may reject a Bid, withdraw the LOA, or NHIDCL may 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, NHIDCL 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 NHIDCL under the Bidding Documents and/ or the Concession Agreement, or otherwise.
- 4.1.2 Without prejudice to the rights of NHIDCL under Clause 5.1.1 hereinabove and the rights and remedies which NHIDCL may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found by NHIDCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by NHIDCL during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by NHIDCL 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.
- 4.1.3 For the purposes of this Clause 5, 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 NHIDCL who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of NHIDCL, shall be deemed to constitute influencing the actions of a person connected with

the Bidding Process); or (ii) save and except as permitted under the Clause 2.2.1(d) of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of NHIDCL 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) **“unfair practice”** means (i) establishing contact with any person connected with or employed or engaged by NHIDCL 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

- 5.1.1 Pre-Bid Conference shall be held to clarify issues and to answer questions on any matter that may be raised at that stage. The date and time of the Pre-Bid Conference shall be as mentioned in clause 1.3 of this RFP. The venue for the Pre bid conference shall be:

Venue:

National Highway & Infrastructure Development Corporation Ltd.  
3<sup>rd</sup> Floor, PTI Building,  
4, Parliament Street, New Delhi-110001  
Ph. 011-2346 1674

- 5.1.2 A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.1.3 During the course of Pre-Bid Conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of NHIDCL. NHIDCL 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

- 6.1.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Delhi in which NHIDCL has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.1.2 NHIDCL, 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 NHIDCL 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.
- 6.1.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases NHIDCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

## APPENDICES



## PART A – FORMATS FOR BID SUBMISSION

## APPENDIX–A1

### Letter comprising the Bid for Technical Bid and Technical Evaluation

(Refer Clause 2.16)

To,

**General Manager (Technical)**

National Highway & Infrastructure Development Corporation Ltd. PTI Building,  
3<sup>rd</sup> Floor, 4, Parliament Street, New Delhi-110001  
Ph. 011-2346 1621  
Email: pc.chanana59@nic.in

**Sub: Proposal for Development of MLCP and Commercial Complex on PPP mode at South Block, Bahu Plaza, Jammu**

Dear Sir,

1. With reference to your RFP document dated [ ], I/we, 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. I/ We acknowledge that the NHIDCL (“**Authority**”) will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Concessionaire for the development, construction, operation and maintenance of the aforesaid Project.
4. I/We shall make available to NHIDCL any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/We acknowledge the right of NHIDCL to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members<sup>£</sup> or our/ their Associates 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

<sup>£</sup> If the Bidder is not a Consortium, the provisions applicable to Consortium may be omitted.

award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:

- (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by NHIDCL; and
  - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1 (c) and 2.2.1 (d) of the RFP document; and
  - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 5.1.3 of the RFP document, in respect of any tender or request for proposals issued by or any agreement entered into with NHIDCL or any other public sector enterprise or any government, Central or State; and
  - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 5 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 3.1.5 of the RFP document.
9. I/ We believe that we/ our Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFP document.
10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.<sup>£</sup>
14. I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated July 13, 2001, a copy of which forms part of the RFP at Appendix-A6 thereof.
15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate NHIDCL of the same immediately.
16. I/We further certify that we/any Member of the Consortium or any of our/ their Association are not barred by the Central Government/State Government or any entity controlled by it, from participation in any project (DBOM or otherwise), and no bar subsists as on date of Bid. I/ We acknowledge and undertake that if our Consortium gets qualified and short-listed on the basis of credentials of the those Consortium Members who shall hold equity share capital representing not less than 26% (twenty six percent) of the subscribed and paid up equity share capital of the SPV for Lead member as per the terms and conditions mentioned in Concession Agreement;
17. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the RFP, I/We shall inform NHIDCL forthwith along with all relevant particulars and NHIDCL may, in its sole discretion, disqualify our Consortium or withdraw the LOA, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Appointed Date of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without NHIDCL being liable to us in any manner whatsoever.
18. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or shall incorporate as such prior to execution of the Concession Agreement.
19. I /We hereby confirm that we shall comply with the O&M requirements specified in Clause 2.2.3.

<sup>£</sup> In case the Bidder is unable to provide certification regarding any pending investigation as specified in paragraph 13, it may precede the paragraph by the words viz. "Except as specified in Schedule ..... hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Bid. NHIDCL will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for award hereunder.

20. 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 NHIDCL in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
21. 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.
22. I/ We have studied all the Bidding Documents carefully and also surveyed the site. 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 NHIDCL or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
23. I/ We offer a Bid Security of **Rs. 71 Lakhs** (Rupees Seventy One Lakhs only) to NHIDCL in accordance with the RFP Document.
24. I/ We agree to make payment of Annual Guarantee and Revenue Share (as percentage of Project Revenue) as per the provisions of the Draft Concession Agreement.
25. The Bid Security in the form of a Bank Guarantee (strike out whichever is not applicable) is attached.
26. The documents accompanying the Bid, as specified in Clause 2.16.1 & 2.16.2 of the RFP, have been submitted in the form of Hard Copy as **“Technical Bid”** and **“Financial Bid”**
27. 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 / Contract is not awarded to me/us or our Bid is not opened or rejected.
28. The Upfront 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 and revenues and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
29. I/ We certify that in terms of the RFP, my/our Net Worth is Rs. [●] (Rupees ●); and the aggregate Experience Score is .....[●](in figure) .....[●] (in word)
30. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

31. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till the Appointed Date in accordance with the Concession Agreement.}

32. I/ We shall keep this offer valid for **120 (One Hundred Twenty) days** from the Bid Due Date specified in the RFP.

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

Yours faithfully,

Date: (Signature, name and designation of the Authorized signatory)

Place: Name and seal of Bidder/Lead Member

Date:

## APPENDIX–A2

### Power of Attorney for signing of Bid<sup>§</sup>

*(Refer Clause 2.2.5)*

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 selection and submission of our bid for the [●] Project proposed or being developed by the [●] (the “Authority”) including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to NHIDCL, representing us in all matters before NHIDCL, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with NHIDCL 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 NHIDCL.

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

IN WITNESS WHEREOF WE, [●], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [●] DAY OF [●], 20[●]

For [●]

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

Notarised

<sup>§</sup> To be submitted in original.

(Signature, name, designation 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 board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*



## APPENDIX–A3

### Power of Attorney for Lead Member of Consortium

*(Refer Clause 2.2.5)*

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 [●], M/s. [●] having our registered office at [●], and [●] 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 authorise 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, 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 selection of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all Bids, bids and other documents and writings, accept the LOA, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with NHIDCL, 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 NHIDCL.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS  
POWER OF ATTORNEY ON THIS [●] DAY OF [●], 20[●]

For [●]

(Signature, Name & Title)

For [●]

(Signature, Name & Title)

For [●]

(Signature, Name & Title)

(Executants)

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

Witnesses:

1.

2.

## Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

**APPENDIX-A4****Joint Bidding Agreement***(Refer Clause 2.2.6 (h))**(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, 1956/2013\* 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, 1956/2013 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, 1956/2013 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 PART are collectively referred to as the **"Parties"** and each is individually referred to as a **"Party"**

**WHEREAS,**

- (A) National Highways and Infrastructure Corporation Ltd.

Represented by its Managing Director and having its principal office at 3rd Floor, 4, Parliament Street, New Delhi (hereinafter referred to as the **"Authority"** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the **Bids**) by its Request for Proposal No. [●]

\* A Bidder who is registered abroad may substitute the words, viz "a company registered under the Companies Act, 1956/2013" by the words, viz "a company duly organised and validly existing under the laws of the jurisdiction of its incorporation". A similar modification may be made in Recital 2, as necessary.

dated [●] (the “RFP”) for **Development of MLCP and Commercial Complex at South Block, Bahu Plaza, Jammu, on Blended Financing Mode** (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, 2013 for entering into a Concession Agreement with the NHIDCL and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

**4. Role of the Parties**

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

- a) Party of the First Part shall be the Lead member of the Consortium (Technical Member/Financial Member /Operation and Maintenance Member/ Other Member of the Consortium of the Consortium) and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding

Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;

- (b) Party of the Second Part shall be (Technical Member Financial Member/Operation and Maintenance Member/ Other Member of the Consortium);
- (c) Party of the Third Part shall be (Technical Member Financial Member/Operation and Maintenance Member/ Other Member of the Consortium);

## 5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the "RFP" and the Concession Agreement, till such time as Appointed Date 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:

First Party:

Second Party:

Third Party:

The Parties undertake on the basis of credentials of those Consortium Members who shall hold equity share capital representing not less than 26% (twenty six percent) of the subscribed and paid up equity share capital of the SPV as per the terms and conditions mentioned in Concession Agreement.

- 6.3 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 favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- i. require any consent or approval not already obtained;
  - ii. violate any Applicable Law presently in effect and having applicability to it;
  - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
  - iv. violate any clearance, permit, Concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

## 8. Termination

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

**9. Miscellaneous**

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of NHIDCL.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

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

SIGNED, SEALED AND DELIVERED

SECOND PART

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

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

SIGNED, SEALED AND DELIVERED

In the presence of:

1.

**Notes:**

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.



2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. 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–A5****Bank Guarantee for Bid Security***(Refer Clauses 1.2.9 and 2.26.1)*

B.G. No. Dated:

The Managing Director, NHIDCL,

3rd Floor, PTI Building, Sansad Marg, New Delhi-110001

WHEREAS:

- (A) [name and address of contractor] (hereinafter called “the Contractor”) and [NHIDCL], (“the Authority”) have entered into an agreement (the “Agreement”) for “Development of Multilevel Parking System and Commercial Complex at South Block, Bahu Plaza, Jammu” subject to and in accordance with the provisions of the Agreement.
- (B) The Agreement requires the Contractor to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period and Defects Liability Period and maintenance period (as defined in the Agreement) in a sum of Rs. .... Crore (Rupees .... Crore) (the “Guarantee Amount”).
- (C) We, ..... through our branch at (the “Bank”) have agreed to furnish this bank guarantee (hereinafter called the “Guarantee”) by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during and under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the guarantee amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an officer not below the rank of [Executive Director, NHIDCL], that the Contractor has committed default in the due

and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any difference between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other Authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the

- Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Performance Security shall cease to be in force and effect upto 90 (ninety) days after the end of the Defects Liability Period.
  9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
  10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
  11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in para 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.
  12. This guarantee shall also be operable at our Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation
  13. Intimation regarding issuance of this Bank Guarantee shall be sent to Authority's Bank through SFMS gateway as per the details below:

S.No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC SYNB0009062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Syndicate Bank Transport Bhawan, 1st Parliament Street, New Delhi-110001

Signed and sealed this ..... day of ..... 20..... at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature) (Name) (Designation) (Code Number) (Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

**APPENDIX-A6****Statement of Legal Capacity**

*(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)*

Ref. Date:

To,

**General Manager (Technical)**

National Highway & Infrastructure Development Corporation Ltd. PTI Building,

3<sup>rd</sup> Floor, 4, Parliament Street, New Delhi-110001

Ph. 011-2346 1621

Email: pc.chanana59@nic.in

**Sub: Proposal for Development of MLCP and Commercial Complex on PPP mode at South Block, Bahu Plaza, Jammu**

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.<sup>\$</sup>

We have agreed that [●] (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf<sup>\$</sup> and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

<sup>\$</sup> Please strike out whichever is not applicable.

## PART B – FORMATS FOR TECHNICAL BID SUBMISSION

## APPENDIX-B1

### Particulars of the 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. Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
4. Particulars of the Authorised Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone 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 Jt. Bidding Agreement, as envisaged in Clause 2.2.6 (h) should be attached to the Bid.
  - (c) Information regarding the role of each Member should be provided as per table below:



Sl. No.	Name of Member	Role <sup>\$</sup>	Percentage of equity in the Consortium <sup>\$\$</sup>

<sup>\$</sup> The role of each Member, as may be determined by the Bidder, should be indicated in accordance with Clause 2.2.6 (e) and instruction 4 at Appendix-A4.

<sup>\$\$</sup>The percentage of equity should be in accordance with Clause 2.2.6 (a), (c) and (d).

6. The following information shall also be provided for the Bidder, including each Member of the Consortium:

**Name of Bidder/ member of 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 (DBOM 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?		

7. 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)

**APPENDIX-B2****Technical Capacity of the Bidder***(Refer to Clauses 2.2.2(a), 3.3.4 of the RFP)*

Type of Bidder <sup>#</sup>	Member Code <sup>*</sup>	Project Code	Category as per Clause 3.4.6	Experience (Equivalent Rs. Crore)			Threshold Technical Capacity	Category factor as per Clause 3.4.6	Experience Score	% Shareholding (in case of consortium only)	Weighted average Experience Score (in case of consortium only)
				Payments made/received for Development Eligible Projects in Categories 3 and 4	Payments made for development of Eligible Projects in Categories 1 and 2	Revenue appropriated from Eligible Projects in Categories 1 and 2					
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8 = 5 + 6 +7)	(9)	(10 = 8 X 9)	(11)	(12 = 10 X 11)
Single entity Bidder		a									
		b									
		c									
		d									
Consortium Member 1		1a									
		1b									
		1c									
		1d									
Consortium Member 1											
Consortium Member 2		1a									
		1b									
		1c									
		1d									
Consortium Member 2											
Weighted Aggregate Experience Score =											

## Note:

- @ Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 2.2.9 and/ or by a project company eligible under Clause 3.4.3 (b). In case of Categories 1 and 2, include only those projects which have an estimated capital cost exceeding the amount specified in Clause 3.4.3 (c) and for Categories 3 and 4, include only those projects where the payments made/received exceed the amount specified in Clause 3.4.4.
- # A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, in terms of Clause 2.2.9, shall be provided. In case of Consortium only one Member of the Consortium is allowed to put forth its Eligible Projects.
- \* 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.
- \*\* Refer **Appendix B2**. Add more rows if necessary.
- \$ Refer Clause 3.4.1.
- ¥ In the case of Eligible Projects in Categories 1 and 2, the figures in columns 6 and 7 may be added for computing the Experience Score of the respective projects. In the case of Categories 3 and 4, 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 while computing the Experience Score of an Eligible Project.
- \$\$ For conversion of US Dollar to INR, the rate of conversion shall be INR 75 (Rs seventy five) to a US Dollar.

**APPENDIX-B3****Financial Capacity of the Bidder***(Refer to Clauses 2.2.2(b), 2.2.4(ii) and 3.5.1 of the RFP)**(In Rs. Crore)<sup>@</sup>*

Type of Bidder <sup>\$</sup>	Member Code <sup>£</sup>	Net Worth <sup>€</sup>	% Shareholding (in case of consortium only)	Weighted average Net Worth (in case of consortium only)
		<b>Year 1</b>		
(1)	(2)	(3)	(4)	(5 = 4 X 3)
Single entity Bidder				
Consortium Member				
<b>Total</b>				

Name &amp; address of Bidder's Bankers:

- <sup>@</sup> For conversion of US Dollar to INR, the rate of conversion shall be INR 60 (Rs sixty) to a US Dollar.
- <sup>\$</sup> A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored. In case of Consortium only one Member of the Consortium is allowed to put forth its Financial Capacity.
- <sup>£</sup> For Member Code, see instruction at Appendix B2.
- <sup>€</sup> The Bidder should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.9.

**Calculation of Net Worth**

1. The Bidder shall provide a certificate from its statutory auditor in the format given below:

This is to certify that Net Worth of M/s [●] (*Name of the Bidder/ Consortium Member*) is [●], details as per the table below

Sr. No	Description	Year 1
		<i>Amount in Rupees</i>
1	Subscribed and Paid-up Equity	
2	Reserves	
3	Share allotment money already received	
4	Preference shares (including Redeemable)	
5	Convertible Debentures but excluding Warrants	
6	<b>Sub Total ((1)+(2)+(3)+(4)+(5))</b>	
7	Revaluation Reserves	
8	Miscellaneous expenditure not written off	
9	Accumulated Losses	
10	Reserves not available for distribution to equity shareholders	
11	<i>Sub Total ((7)+(8)+(9)+(10))</i>	
12	<b>Net Worth ((6) – (11))</b>	

Signature of the Statutory Auditor of the Bidder :  
 Name of the Partner :  
 Name of the Statutory Auditor Firm/Company :  
 Registration Number of the Partner :  
 Address of the Statutory Auditor :  
 Phone Number of the Statutory Auditor :  
 Firm/Company :  
 Fax Number of the Statutory Auditor :  
 Firm/Company :

**Instructions:**

1. The Bidder/ its constituent Consortium Member shall attach copies of the balance sheets, financial statements and Annual Reports for 2 (two) years preceding the Proposal Due Date. The financial statements shall:
  - a) reflect the financial situation of the Bidder or Consortium Member and its 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. Year 1 will be the latest completed financial year (**i.e. Financial Year 2019-20**), preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on.
3. In the case of a Consortium, Joint Bidding Agreement shall be submitted in accordance with Clause 2.2.6 (h) of this RFP Document.
4. The Bidder shall also provide the name and address of the Bankers to the Bidder.
5. The Bidder shall provide an Auditor's Certificate as set out in **Appendix B3** specifying the Net Worth of the Bidder, as the case may be, and also specifying the methodology adopted for calculating such Net Worth in accordance with **Appendix B3**, as the case may be, of this RFP Document.

**SOLVENCY CERTIFICATE (To be provided by the Bidder / Members of Consortium)****Format for Solvency Certificate (*To be issued on the Bank's Letterhead*)**

We the \_\_\_\_\_ [Bank Name] do hereby certify that M/s. \_\_\_\_\_ [Name of the Single Business Entity/Consortium Member] having its Registered office at \_\_\_\_\_ [Registered Office Address] is solvent to the extent of \_\_\_\_\_. This certificate is being issued to be produced before National Highways and Infrastructure Development Corporation Ltd.

Date

Signature and Seal of the Bank Manager

## APPENDIX-B4

### Details of Eligible Projects

*(Refer to Clauses 2.2.2(a), 3.4.1 and 3.9 of this RFP Document)*

**Project Code:**

**Member Code:**

Item	Refer Instruction	Particulars of the Project
(1)	(2)	(3)
Title & nature of the project		
Category	5	
Year – wise (a) payments received / made for construction, (b) payments made for development of PPP projects and/ or (c) revenues appropriated	6	
Entity for which the project was constructed /developed	7	
Location		
Project Cost	8	
Date of commencement of project/contract		
Date of completion/commissioning	9	
Equity shareholding (with period during which equity was held)	10	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/No)	15	



**Instructions:**

1. Bidders are expected to provide information in respect of each Eligible Project in this **Appendix**. The projects cited must comply with the eligibility criteria specified in Clause 3.4.3 and 3.4.4 of this RFP Document, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Proposal. Bidders should also refer to the Instructions below.
2. The Project Codes would be a, b, c, d etc.
3. A separate sheet should be filled for each Eligible Project.
4. 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.
5. Refer to Clause 3.4.1 of the RFP Document for category number.
6. The total payments received/ made and/or revenues appropriated for each Eligible Project are to be stated in **Appendix B2**. 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 Proposal Due Date (**i.e. financial year 2019-20**); Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on. For Categories 1 and 2, expenditure on development of the project and/or revenues appropriated, as the case may be, should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 3.4.3 (c). In case of Categories 3 and 4, payments made/ received only in respect of construction should be provided, but only if the amount paid/received exceeds the minimum specified in Clause 3.4.4. Payment for construction works should only include capital expenditure, and should not include expenditure on repairs and maintenance.
7. In case of projects in Categories 1 and 2, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. Development grantor, counter party to PPA, etc.) may be provided. In case of projects in Categories 3 and 4, similar particulars of the client need to be provided.
8. Provide the estimated capital cost of Eligible Project. Refer to Clauses 3.4.3 and 3.4.4

9. For Categories 1 and 2, the date of commissioning of the project, upon completion, should be indicated. In case of Categories 3 and 4, date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.
10. For Categories 1 and 2, 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 (Refer Clause 3.4.3).
11. 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.
12. Certificate from the Bidder's statutory auditor<sup>\$</sup> or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member/ Associate may provide the requisite certification.
13. If the Bidder is claiming experience under Categories 1 & 2<sup>£</sup>, it should provide a certificate from its statutory auditor in the format below:

**Certificate from the Statutory Auditor regarding PPP projects <sup>ΦΦ</sup>**

Based on its books of accounts and other published information authenticated by it, 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 .....%<sup>€€</sup> of the total paid up and subscribed equity capital) of the project company from ..... (date) to ..... (date)<sup>¥¥</sup>. 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. (Rupees .....crore), of which Rs. .... cr. (Rupees ..... crore) of capital expenditure was incurred during the past five financial years as per year-wise details noted

<sup>\$</sup> In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

<sup>£</sup> Refer Clause 3.4.1 of the RFP Document.

<sup>ΦΦ</sup> Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

<sup>€€</sup> Refer instruction no. 10 of Appendix B4.

<sup>¥¥</sup> In case the project is owned by the Bidder company, this language may be suitably modified to read: "It is certified that ..... (name of Bidder) constructed and/ or owned the ..... (name of project) from ..... (date) to .....(date)."

below:

.....  
.....

We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 3.4.1 and 3.4.3 of the RFP Document during the past five financial years were Rs. .... cr. (Rupees..... crore) as per year-wise details noted below:

Date	:
Signature of the Statutory Auditor of the Bidder	:
Name of the Partner	:
Name of the Statutory Auditor Firm/Company	:
Registration Number of the Partner	:
Address of the Statutory Auditor	:
Phone Number of the Statutory Auditor	:
Firm/Company	:
Fax Number of the Statutory Auditor Firm/Company	:

14. If the Bidder is claiming experience under Category 3 & 4\*\*, it should provide a certificate from its statutory auditors or the client in the format below:

**Certificate from the Statutory Auditor/ Client regarding construction works <sup>ΦΦ</sup>**

Based on its books of accounts and other published information authenticated by it, {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)}<sup>ΨΨ</sup>. The development 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 works.

We further certify that the total estimated capital cost of the project is Rs. .... cr. (Rupees .....crore), of which the Bidder/Member/Associate received/paid Rs. .... cr. (Rupees ..... crore), in terms of Clauses 3.2.1 and 3.2.4 of the RFP

\*♣ Refer Clauses 3.4.1 and 3.4.4 of the RFP Document.

ΦΦ Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

ΨΨ In case the Bidder owned the Eligible Project and engaged a contractor for undertaking the construction works, this language may be modified to read: " this is to certify that ..... (name of Bidder/ Member/ Associate) held 26% or more of the paid up and subscribed share capital in the ..... (name of Project company) when it undertook Development of the ..... (name of Project) through ..... (name of the contractor).

Document, during the past five financial years as per year-wise details noted below:

.....  
.....

*{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.}*<sup>^</sup>

Date :  
Signature of the Statutory Auditor of the Bidder :  
Name of the Partner :  
Name of the Statutory Auditor Firm/Company :  
Registration Number of the Partner :  
Address of the Statutory Auditor :  
Phone Number of the Statutory Auditor :  
Firm/Company :  
Fax Number of the Statutory Auditor Firm/Company :

15. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.2.9, the Bidder should also provide a certificate in the format below:

**Certificate from Statutory Auditor/ Company Secretary regarding Associate<sup>§</sup>**

Based on the authenticated record of the company, this is to certify that more than 50% (fifty percent) of the subscribed and paid up voting equity of ..... (name of the Bidder/ Consortium Member/ Associate) is held, directly or indirectly<sup>£</sup>, by ..... (name of Associate/ Bidder/ Consortium Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.3.4 of the RFP Document.

A brief description of the said equity held, directly or indirectly, is given below:

<sup>^^</sup> This certification should only be provided in case of jobs/ contracts, which are executed as part of a partnership/ joint venture/ consortium. The payments indicated in the certificate should be restricted to the share of Bidder in such partnership/ joint venture/ consortium. This portion may be omitted if the contract did not involve a partnership/ joint venture/ consortium. In case where work is not executed by partnership/ joint venture/ consortium, this paragraph may be deleted.

<sup>§</sup> In the event that the Bidder/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

<sup>£</sup> In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% (fifty percent) in order to establish that the chain of "control" is not broken.

*{Describe the share-holding of the Bidder/ Consortium Member and the Associate. In the event the Associate is under common control with the Bidder/ Consortium Member, the relationship may be suitably described and similarly certified herein.}*

Date	:
Signature of the Statutory Auditor of the Bidder	:
Name of the Partner	:
Name of the Statutory Auditor Firm/Company	:
Registration Number of the Partner	:
Address of the Statutory Auditor	:
Phone Number of the Statutory Auditor	:
Firm/Company	:
Fax Number of the Statutory Auditor Firm/Company	:

16. 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 Experience Score<sup>o</sup>.

<sup>o</sup> Refer Clause 3.2.6 of the RFP Document.

## APPENDIX-B5

### Particulars of the O&M Experience

*(Refer to Clause 2.2.3 and 3.6 of this RFP)*

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. Particulars of individual(s) who will serve as the point of contact:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
4. Details of the operational car parking experience for a project of minimum design capacity of 900 ECS:

Years from Bid Due Date	Sl. No.	Project Name & Location	Date of Commencement of Operation	Date of Completion of Operation	Number of ECS	Duration of Operation (in years/ months)
Year1	1					
	2					
	3					
	4					
Year 1 Total						
Year 2	1					
	2					
	3					
	4					
Year 2 Total						
Year 3	1					
	2					
	3					
	4					
Year 3 Total						
Year 4	1					
	2					
	3					
	4					
Year 4 Total						
Year 5	1					

Years from Bid Due Date	Sl. No.	Project Name & Location	Date of Commencement of Operation	Date of Completion of Operation	Number of ECS	Duration of Operation (in years/ months)
	2					
	3					
	4					
Year 5 Total						

**# Attach relevant project work orders and completion certificate (wherever applicable)**

## APPENDIX-B6:

### Format of Project Design Proposal Requirements- Checklists for Compliance

The undersigned agrees that in case the Bidder is the Selected Bidder, it shall comply, observe and abide by the Design, Development and O&M requirements as spelt out in this RFP (read together with the draft Concession Agreement, its Schedules and the Project Information Memorandum) for the development of Project facilities.

The bidder is required to stipulate in the last column of the table below, either A & B:

- A. That the stipulation relating to Development, Design control Norms and Construction and O&M requirements shall be complied with,
- or
- B. That the stipulation relating to Development, Design control Norms and Construction and O&M requirements would have certain deviations

If the response under the last column to table below is B, then the Bidder is required to justify the necessity for the deviation in quantitative and qualitative terms in the last column of the table below:

NHIDCL reserves the right to accept in full or in part or reject the deviations, Bidders may note that, notwithstanding NHIDCL's acceptance, in part or full or rejection of the deviation provided below by the bidder, the proposal shall be unconditional and there shall be no change in the proposal. It may also be noted that, the fixed design parameters, development control norms as specified in the Draft Concession Agreement and shall be strictly adhered to by the bidders.

The broad parameters are as set out below:

### Project Design Proposal Requirements- Checklists for Compliance

Sr. No.	Design/ Output Parameter	Indicate A or B, and Provide Details
<b>A</b>	<b>Parking facility</b>	
1.	Numbers of ECS accommodated within the parking structure	Provide details
2.	Number of ECS within the parking structure that can accommodate SUVs	Provide details
3.	Number of ECS provided for the Physically challenged/aged with the parking structure	Provide details
4.	Area per ECS provided a) In Basement Level of parking structure b) In other levels of the parking structure	Provide details



Sr. No.	Design/ Output Parameter	Indicate A or B, and Provide Details
5.	Number of levels of parking a) Below Ground level b) Above ground c) Ground level parking, if provided for	Provide details
6.	Dimensions of the Parking Bay/slot i.e length and width provision.	(Related provision –Schedule 2)
7.	Dimensions and weight of Vehicles considered in design of parking structure	(Related provision –Schedule 2)
8.	Maximum Depth of construction, below ground	(Related provision –Schedule 2)
9.	Maximum Height of the building	(Related provision –Schedule 2)
10.	Maximum clear height of Basement floor	(Related provision –Schedule 2)
11.	Floor plans for each levels of parking that has been provided –basement, at ground and above ground	Provide details
12.	Number of Entry and Exit bays provided	(Related provision –Schedule 2)
13.	Number of Automatic entry and exit controls with/ without ticketing counters provided	Provide Details
14.	Details of Ramps provided a) Number of ramps b) Gradient of the ramps/s c) Width of drive way d) Turning radius of driveway e) Helical length turning radius	(Related provision –Schedule 2)
15.	Queue length per entry bay during peak demand period	Provide details (Related provision –Schedule 2)
16.	Details of Public Convenience facilities (PCFs) provided, viz, Number of PCFs, number of urinals, WC, hand wash etc., for Male and females	(Related provision –Schedule 2)
17.	Total area of parking structure (provide floor-wise and sum total)	Provide details
<b>B.</b>	<b>IT Enabled Parking System with centralized database</b>	
1.	Number of boom Barriers	Provide details
2.	Management of Database system	Provide details
3.	Provision of VMS	Provide details
<b>C</b>	<b>Commercial facilities</b>	

Sr. No.	Design/ Output Parameter	Indicate A or B, and Provide Details
1.	Proposed end use of commercial area	Provide details
2.	Floor plan for each level of commercial space that has been provided	Provide details
3.	Total commercial area provided in the Project .Also provide floor-wise area.	Provide details (Related provision –Schedule 2)
4.	Percentage of commercial area with respect to total built-up area of Project.	Provide details
<b>D</b>	<b>Design &amp; Development Control Norms</b>	
1.	a) Ground coverage b) FAR c) Height of the building d) Total Plinth area e) Minimum setbacks provided for building	(Related provision –Schedule 2)
2.	GRIHA-3 or higher rating	Provide details
<b>E</b>	<b>Utilities</b>	
1.	Electrical a) Total installed Power requirement for parking structure (in KW and KVA) b) Total Installed Power requirement for commercial area (in KW and KVA) c) Generator back up provided (in KVA) for parking structure d) Generator backup provided (in KVA) for commercial area.	Provide details (Related provision –Schedule 2)
2.	Air conditioning & Ventilation a) Number of air changes per hour in parking structure b) Load details of Air conditioning with system details.	Provide details (Related provision –Schedule 2)
3.	Water supply a) Capacity of water storage facility provided b) Capacity of water storage facility provided for the fire fighting	Provide details Related provision –Schedule2
4.	Lighting –illumination level (lux) provided	Provide details

Sr. No.	Design/ Output Parameter	Indicate A or B, and Provide Details
	a) Parking areas b) Ramps c) Roofs d) Entrance & exist areas for parking e) For external lighting f) Pedestrian Movement Area g) Stairways h) Toilets	Related provision –Schedule2
<b>F</b>	<b>Resources Mobilization</b>	
<b>1.</b>	<b>Sources of financing</b>	
a.	Equity (%)	Provide Details
b.	Debt (%)	Provide Details
	<b>Total</b>	<b>Provide details</b>
2.	Proposed Debt: Equity ratio for the project	

*Instructions:*

1. Indicate A or B. i.e. Compliance to / Deviation from related provisions in Schedules of the Draft Concession Agreement.
2. Only where bidder specified is required to mention the relevant details against the particular parameter.
3. If the Indication is B, i.e., if there is a deviation, then the bidder is required to cite the related article and justify his deviation from the same.
4. Provide in quantitative terms, the details, as has been reckoned behind the Project Design Proposal support, wherever appropriate, with detailed drawings.

.....Name of the Bidder

.....Signature of the Authorised  
Person

.....Name of the Authorised Person

**Note:**

- On the Letterhead of the Bidder or Lead Member of Consortium.
- To be signed by the Lead Member, in case of a Consortium.

**APPENDIX-B7**

(Refer Clause 3.3)

Sl. No.	Particulars	Max. Marks	Marking Criteria	
	<b>Project Design Capability</b>	<b>100</b>	Minimum pass marks for Project Design Capability =60	
			<b>Documentation</b>	<b>Presentation</b>
<b>A</b>	<b>Proposed Concept Design</b>	<b>75</b>	<b>60</b>	<b>15</b>
	Evaluation parameters include, inter-alia			
	g) Design configuration – conceptual planning & architectural layouts of the facilities		15	
	h) Contingency plans – safety & disaster management plans		5	
	i) Design attractiveness – Aesthetics, façade, Environment friendliness, energy efficiency		10	
	j) Sequencing and activity time schedule		10	
	k) Detailed methodology for construction		10	
	l) Detailed methodology for operation and maintenance			
<b>B</b>	<b>Traffic Management Plan</b>	<b>25</b>	<b>15</b>	<b>10</b>
	Evaluation parameters include, inter-alia			
	d) Adequacy of traffic management plan during construction		6	
	e) Efficiency of circulation plan within and around Parking facility		5	
	f) Efficiency of Pedestrian movement plan		2	
	d) Adequacy emergency traffic plan		2	
	<b>TOTAL</b>	<b>100</b>		

## PART C – FORMAT FOR FINANCIAL BID SUBMISSION

**APPENDIX–C1****Financial Bid Form***(Refer Clauses 2.16.2, 4.1 and 4.2)*

Date :

To

**General Manager (Technical)**

National Highway &amp; Infrastructure Development Corporation Ltd. PTI Building,

3<sup>rd</sup> Floor, 4, Parliament Street, New Delhi-110001

Ph. 011-2346 1621

Email: pc.chanana59@nic.in

**Re: Development MLCP and Commercial Complex on PPP mode at South Block, Bahu Plaza, Jammu**

We are pleased to submit our Price Proposal for the Development of MLCP and Commercial Complex on PPP mode at South Block, Bahu Plaza, Jammu ("**Project**"). We have completely understood the scope of work for the Project and have reviewed all the terms and conditions of the Request for Proposal (RFP) Document, including the draft Development Agreement, and undertake to comply, observe and abide by all the terms and conditions set out in the aforesaid documents. We hereby declare that our Price Proposal is unqualified and unconditional in all respects and there are no deviations from the stated terms in the RFP Document.

We agree to pay an Annual Concession Fee ("**Annual Concession Fee**") equal to Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for the aforesaid Project as per the terms of draft Concession Agreement.

The aforesaid Annual Concession Fee have been quoted by us after taking into consideration all the terms and conditions stated in the RFP Document including draft Concession Agreement, our own estimates of costs and revenues and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.

Yours faithfully,

Date

(Signature, name and designation of the Authorized signatory)

Place:

Name and seal of the Bidder/ Lead Member

The aggregate Project Capital Outlay shall be as per the table below:

### PROJECT CAPITAL OUTLAY

The Aggregated Project Capital Outlay shall be provided separately for Parking Complex and Commercial Complex

(Inclusive of all taxes applicable on the date of submission of Proposal) (Rs. Lakhs)

	Nos. of Car Proposed		
		Per Unit	Total
<b>1</b>	<b>Cost of Plant &amp; Machines</b>		
	(i) Indigenous component		
	(ii) Imported components		
<b>2</b>	<b>Civil and Building Works:</b>		
<b>3</b>	<b>Other Facilities Proposed:</b>		
	(i) Fire fighting		
	(ii) Air-conditioning/ Ventilation		
	(iii) CCTV Cameras		
	(iv) Car scanner		
	(v) IT enabled system (boom barrier based solution including centralized database management solution, VMS etc.)		
	vi) Others, if any		
<b>4</b>	<b>Erection and Commissioning Charges, if any:</b>		
<b>5</b>	<b>Any Other Costs/ Misc.</b>		
	<b>Total</b>		

.....Name of the Bidder

.....Signature of the Authorised Person

.....Name of the Authorised Person

*Note:*

- On the Letterhead of the Bidder or Lead Member of Consortium.
- To be signed by the Lead Member, in case of a Consortium.

In case of difference in amount quoted in figures and words, the higher value would be considered for evaluation.

