Development of Bus Terminal at NIT, Faridabad

February 22, 2017

Part I – Instructions to Bidders

Project Proponent:

Directorate of State Transport, Haryana

Project Consultant:

(A Joint Venture of Government of Delhi & IDFC Foundation)

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The information contained in this Request for Qualification cum Request for Proposal ("RFQ cum RFP") Document, or subsequently provided, whether verbally or in documentary or in any other form, by or on behalf of Directorate of State Transport, Haryana ("DST"), or any of their employees or advisors, on the terms and conditions set out in this RFQ cum RFP Document and such other terms and conditions as DST may prescribe in this behalf, has been prepared solely to assist prospective Bidders in making their decision of whether or not to submit a proposal.

This RFQ cum RFP Document is not an agreement and is not an offer or invitation by DST, to any other party. As mentioned above, the purpose of this RFQ cum RFP Document is to provide the Bidder with information to assist in the formulation of their proposals. This RFQ cum RFP Document does not purport to contain all the information each Bidder may require. This RFQ cum RFP Document may not be appropriate for all persons, and it is not possible for DST, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ cum RFP Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFQ cum RFP Document and where necessary obtain independent advice from appropriate sources.

DST, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment for any loss, damage, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ cum RFP Document or otherwise including the accuracy, reliability or completeness of the RFQ cum RFP Document or any assessment, assumption, statement or information contained therein or deemed to form part of the RFQ cum RFP Document or arising in any way at this stage of the Bidding Process.

The designs, drawings, technical data and any other information if provided in this RFQ cum RFP Document is only indicative and DST, their employees and advisors have not made, will not make and will not be deemed to have made any current or future representation, promise or warranty, express or implied, as to the accuracy, reliability or completeness of the information contained herein or in any document or information, whether written or oral, made available to a Bidder, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this RFQ cum RFP Document.

This RFQ cum RFP Document is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the Development of Bus Terminal at NIT, Faridabad in relation to which it is being issued.

The information and statements made in this RFQ cum RFP Document have been made in good faith. Interested parties should rely on their own judgments in participating in the said Project. Any liability of any nature whatsoever whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements and information contained in this RFQ cum RFP Document is accordingly expressly disclaimed.

This RFQ cum RFP Document has not been filed or registered in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements. Information provided in this RFQ cum RFP Document to the Bidders
is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DST, their employees and advisors accept no responsibility for the accuracy or otherwise for any interpretation of law expressed herein.

DST, may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFQ cum RFP Document. Any change to the RFQ cum RFP Document will be notified to all those who have purchased the RFQ cum RFP Document and to those who have downloaded the RFQ cum RFP Document from the website and have duly intimated this fact to DST, Haryana/ DIMTS giving their particulars including address for communication by fax/post (Registered Bidder). No part of this RFQ cum RFP Document and no part of any subsequent correspondence by DST, their employees and advisors shall be taken neither as providing legal, financial or other advice nor as establishing a contract or contractual obligation. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having DST to enter into and approve such agreements. DST, reserves the right to reject all or any of the Proposal submitted in response to this RFQ cum RFP Document at any stage without assigning any reasons whatsoever and the issue of this RFQ cum RFP Document does not imply that DST is bound to select a Bidder or to appoint a Concessionaire.

All Bidders are responsible for all costs and expenses incurred by them when evaluating and responding to this RFQ cum RFP Document in connection with or relating to or in making their Proposal including any negotiation or other costs incurred by the Bidder thereafter. All such costs and expenses will remain solely with the Bidder. DST, their employees and advisors shall not be liable in any manner whatsoever for the same or for any other costs or expenses incurred by a Bidder in preparation or submission of its Proposal, regardless of the conduct or outcome of the Bidding Process. DST, may in its sole discretion proceed in the manner it deems appropriate which may include deviation from its expected evaluation process, the waiver of any requirements, and the request for additional information. Unsuccessful bidders will have no claim whatsoever against DST, their employees and advisors.
Directorate of State Transport, Haryana (‘DST’) has decided to undertake Development of Bus Terminals at (a) New Industrial Township (NIT), Faridabad and (b) Ambala City (the ‘Projects’) through Public Private Partnership (PPP) basis. DST, invites responses from eligible business entities in the form of proposal (‘Proposal’) in accordance with Request for Qualification cum Request for Proposal (‘RFQ cum RFP’) Document, in order to identify suitable entity(ies) (the ‘Concessionaire(s)’) through an open, transparent and competitive bidding process for the Project(s). DST intends to follow a separate single stage three envelope bidding process (‘Bidding Process’) for selection of the Concessionaire for the respective Project.

It is envisaged that the Concessionaire(s) shall develop Bus Terminal Facility (BTF) along with Commercial Facility (CF) under the Project(s). The Bus Terminal Facility shall be developed under Design, Build, Finance, Operate and Transfer (DBFOT) structure. Concession Period for BTF and Commercial Facility(CF) will be for a period of 33 (thirty-three) years.

The Part I (Instructions to Bidders) of the RFQ cum RFP Document/s can be downloaded from the following website/s: www.hartrans.gov.in and/or www.dimts.in. However, Part II (draft Concession Agreement) & Part III (Project Information Memorandum) of the RFQ cum RFP Document can be obtained by post / courier upon a written request to DIMTS accompanied by the cost of the RFQ cum RFP Document (Rs. 12,500 per project) plus service tax and Swachh Bharat Cess, in the form of demand draft in favour of DIMTS payable at Delhi. DIMTS will not be responsible for any delay, loss or non-receipt of the RFQ cum RFP Document/s sent by post / courier.

All subsequent, notification changes and amendments would be posted only on the aforesaid website/s. In case of problem in downloading the document, kindly send an email at ashvini.parashar@dimts.in and / or anbu@dimts.in. Interested bidders can send in their confirmation for attending the meeting at aforesaid email id/address.

Pre-Proposal Meeting:
March 2, 2017 at 1500 hrs IST at Conference Hall of Additional Deputy Commissioner, Ambala

Last Date for Submission of Proposal:
March 28, 2017 upto 1500 hrs IST at DIMTS office at Delhi

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<td>Director, State Transport</td>
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<td>Directorate of State Transport</td>
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ABBR EVIATI ONS & ACRONYMS

DBFOT : Design Build Finance Operate Transfer
DIMTS : Delhi Integrated Multi Modal Transit System
EPC : Engineering Procurement Construction
FIPB : Foreign Investment Promotion Board
LOA : Letter of Award
PIM : Project Information Memorandum
PPP : Public Private Partnership
RFQ cum RFP : Request for Qualification cum Request for Proposal
SEBI : Securities and Exchange Board of India
SPC : Special Purpose Company
# GLOSSARY

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The words and expressions beginning with capital letter and defined in this document shall, unless repugnant to context, have the meaning ascribed thereto herein. The words and expressions beginning with capital letter and not defined herein, but defined in the Concession Agreement, shall unless repugnant to context, have the meaning ascribed thereto herein.
1. INTRODUCTION

1.1 Background

1.1.1 Directorate of State Transport, Haryana (the “DST”) has decided to undertake Development of Bus Terminal at New Industrial Township (NIT), Faridabad (the “Project”) through Public Private Partnership (the “PPP”) mode.

1.1.2 It is envisaged that the PPP developer selected through this RFQ cum RFP process shall develop Bus Terminal Facility (BTF) along with Commercial Facility (CF) under the Project. The Bus Terminal Facility shall be developed under DBFOT basis. Concession Period for Project Facilities (BTF and CF) shall be 33 (thirty-three) years from Scheduled Construction Completion Date for Project Facilities.

If DST decides to again bid for the Project on Public-Private-Partnership (PPP) basis for a period of additional 33 (thirty-three) years, within a period not later than one year from the date of end of 33 (thirty-three) years from the date of Scheduled Construction Completion Date for Commercial Facility, the Concessionaire shall be given “First Right of Refusal” i.e. the Concessionaire would be allowed to match the bid of the preferred bidder at that stage subject to Concessionaire’s bid is within 10% of the highest bid/price offered and the Concessionaire agrees to match the highest offered bid/price.

In the event the Concessionaire opts to exercise the “First Right of Refusal” and matches or improves upon the bid of the highest bidder, the Project shall be awarded to the Concessionaire and the highest bidder whose bid has been matched or improved upon shall have no right for being declared as the successful bidder. However, the terms and conditions of the bidding process as well as those of the bidding documents shall be determined by DST at its sole discretion.

1.1.3 The draft Concession Agreement sets out 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”) for the development of the Project.

1.1.4 DST invites Proposals in terms of this Request for Qualification cum Request for Proposal (“RFQ cum RFP”) Document.

1.2 Brief Description of Bidding Process

1.2.1 DST intends to follow a single stage three envelop bidding process (“Bidding Process”) for selection of developer for the Project.

1.2.2 RFQ cum RFP Document follows a three (3) stepped approach comprising:

1) Qualification Phase: Shortlisting of Pre-Qualified Bidders based on eligibility criteria (“Pre Qualified Bidders”)

2) Technical Proposal Phase: Shortlisting of Technically Qualified Bidders from the Pre-Qualified Bidders based on qualification criteria (“Technically Qualified Bidders”)

3) Financial Proposal Phase: Evaluation of Price Proposals received from Technically Qualified Bidders (“Successful Bidder”)
1.2.3 As a part of the Bidding Process, the business entities and interested parties (the “Bidders”) will be required to submit Three (3) envelopes containing: their (i) Qualification Proposal (ii) Technical Proposal; and (iii) their Price Proposal as part of their proposal package.

1.2.4 Qualification Proposal of the Bidders will be opened to check their eligibility to participate, to test their responsiveness, bid security, evaluate the technical capability, financial capability and other such compliances. At the end of the Qualification Phase, DST intends to prepare and release a list of Pre-Qualified Bidders. Technical Proposal of the Pre-Qualified Bidders will be opened to evaluate the project design capability in accordance with the Evaluation Criteria set out in this RFQ cum RFP Document. At the end of the Technical Proposal Phase DST intends to prepare and release a list of Technically Qualified Bidders for the Project. The Technical Proposals and Price Proposals of those bidders who do not qualify as Prequalified Bidders shall be returned unopened at the time of opening of Technical Proposal.

1.2.5 Price Proposal of only Technically Qualified Bidders shall be opened. The Price Proposals of those Pre-Qualified Bidders who do not qualify as Technically Qualified Bidders shall be returned unopened at the time of opening of Financial Proposal.

1.2.6 The Proposal would be evaluated on the basis of the evaluation criteria set out in this RFQ cum RFP Document (hereinafter referred to as the “Evaluation Criteria”) in order to identify the Concessionaire for the Project. The Successful Bidder would then be required to enter into an agreement (hereinafter the “Concession Agreement”) with DST.

1.2.7 The RFQ cum RFP Document includes the draft Concession Agreement for the Project which is enclosed as Part II to this RFQ cum RFP Document. The Project Information Memorandum (PIM) prepared by the consultants of DST (the “Project Information Memorandum or PIM”) is also enclosed as Part III to this RFQ cum RFP Document.

1.3 Schedule of Bidding Process

Schedule of Bidding Process is set out in Appendix 1 to this RFQ cum RFP Document.

1.4 Role of DIMTS

DIMTS, a joint venture of Government of National Capital Territory of Delhi (GNCTD) and IDFC Foundation, has been appointed by DST to manage the bidding process for selection of a suitable developer for the Project.

Notwithstanding anything contained in this RFQ cum RFP Document, DIMTS shall not, in any manner whatsoever and by any person (whether natural or legal) whomsoever, be held responsible/liable for any loss, damages, cost, expense or alleged prejudice which may arise from or be incurred or suffered on account of anything done or caused to be done, in good faith and with reasonable diligence, during performance of any of its obligations for and on behalf of DST.
2. **INSTRUCTIONS TO BIDDERS**

A. **GENERAL**

2.1 **Scope of Proposal**

2.1.1 DST wishes to receive proposal (“Proposal”) from suitable entities in response to the RFQ cum RFP Document for the Project. The scope of work will broadly include rehabilitation, demolition of existing bus stand with designing, financing, construction of new Bus Terminal along with associated amenities & facilities, development and construction of Commercial Facility and the operation and maintenance thereof of Bus Terminal Facility and Commercial Facility and more particularly as set forth in the Concession Agreement.

2.1.2 Terms used in this RFQ cum RFP Document which have not been defined herein shall have the meaning ascribed thereto in the draft Concession Agreement.

2.1.3 Notwithstanding anything to the contrary contained in this RFQ cum RFP Document, 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.

2.1.4 The documents including this RFQ cum RFP Document and all attached documents, provided by DST are and shall remain or become the property of DST and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Proposal 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 Proposal. The provisions of this Clause 2.1.4 shall also apply mutatis mutandis to Proposals and all other documents submitted by the Bidders, and DST will not return to the Bidders any Proposal, document or any information provided along therewith.

2.1.5 Any condition or qualification or any other stipulation contained in the Proposal not in conformity with this RFQ cum RFP document shall render the Proposal liable to rejection as a non-responsive Proposal.

2.1.6 This RFQ cum RFP Document is not transferable.

2.1.7 Any award of Concession shall be in terms of this RFQ cum RFP Document.

2.2 **Eligibility of Bidders**

2.2.1 The Bidders eligible for participating in the Request for Qualification cum Request for Proposal process shall be any one of the following:

**Type 1**: A Business Entity\(^1\); or

\(^1\)Shall mean either of the following:

(i) A company incorporated under the Companies Act, 1956 or 2013, but excluding companies covered under section 617 of the Companies Act, 1956; or

(ii) An entity incorporated outside India under equivalent law.
Type 2: A combination of a maximum of three (3) members who are Type 1 Business Entities, including one Lead Member and shall hereinafter be referred as "Consortium".

2.2.2 No bidder applying individually or as a member of a Consortium can be member of another Consortium. The term Bidder used herein would apply to both a single entity and a Consortium.

2.2.3 The Bidder should submit a Power of Attorney as per the format at Appendix 9, authorising the signatory of the Proposal to commit the Bidder.

2.2.4 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix 10.

2.3 Additional Requirements for Proposal Submitted by a Consortium

2.3.1 A Consortium shall need to comply with the following additional requirements:

a) number of members in a Consortium shall not exceed 3 (three);

b) subject to the provisions of sub-clause (a) above, the Proposal 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 74% (seventy four percent) of the paid up and subscribed equity of the SPC. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix 10, signed by all the other members of the Consortium;

d) the Proposal should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and other obligations;

e) a Type 1 Bidder cannot be member of a Consortium of Type 2 Bidder. Further, a member of a Consortium cannot be member of any other Consortium;

f) the members of a Consortium shall form an appropriate SPC to execute the Project, if the Project is awarded to the Consortium;

g) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix 11 (the “Joint Bidding Agreement”) for the purpose of making the Proposal. The Joint Bidding Agreement, to be submitted along with the Proposal, shall, inter alia:

i.) convey the intent to form an SPC with shareholding/ ownership equity commitment(s) in accordance with this RFQ cum RFP Document, 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 each of the members, whose experience will be evaluated for the purposes of this RFQ cum RFP Document, shall subscribe to 26% (twenty six percent) or more of the paid up and subscribed equity of the SPC and shall further commit that each such member shall, during Construction Period, hold equity share capital not less than 26% (twenty six percent) of the subscribed and paid up equity share capital of the SPC;

v.) include a statement to the effect that all members of the Consortium shall, till be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement; and

h) except as provided under this RFQ cum RFP Document, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of DST.

2.3.2 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 Proposal Due Date, would not be eligible to submit the Proposal, either individually or as member of a Consortium.

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

2.3.4 In computing the Technical Capacity and Financial Capacity of the Bidder/ Consortium Members in terms of Section 3 the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.

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

2.3.5 Any change in the composition of a Consortium shall not be permitted during the bidding process.

2.4 Number of Proposals and Costs thereof

2.4.1 No Bidder shall submit more than one Proposal for the Project. Any entity, which submits or participates in more than one Proposal will be disqualified and will also cause the disqualification of Consortium in which it is a member.
2.4.2 The Bidder shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Bidding Process. DST will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

### 2.5 Site Visit and Verification of Information

2.5.1 Bidders are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.5.2 All costs, expenses and charges incurred in making available the Project Site shall be borne and paid for by DST for the land owned by them, including the cost of resettling Persons that may have to be relocated from there. The successful bidder shall remove at its expense all the structures and utilities at, over, under or on the ground at the land comprising the Project Site and DST shall, from time to time provide all necessary assistance and approvals in this behalf with respect to the land owned by them.

### 2.6 Acknowledgement by Bidder

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

a) made a complete and careful examination of the RFQ cum RFP Document;
b) received all relevant information requested from DST;
c) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ cum RFP Document or furnished by or on behalf of DST relating to any of the matters referred to in Clause 2.5 above;
d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5 hereinabove necessary and required for submitting an informed Proposal, execution of the Project in accordance with the RFQ cum RFP Document and performance of all of its obligations thereunder;
e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFQ cum RFP Document or ignorance of any of the matters referred to in Clause 2.5 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 DST, or a ground for termination of the Concession Agreement by the Concessionaire;
f) acknowledged that it does not have a Conflict of Interest; and
g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.2 DST shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFQ cum RFP Document or the Bidding Process, including any error or mistake therein or in any information or data given by DST.
2.7 Right to Accept or Reject any or all Proposals

2.7.1 DST reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ cum RFP Document and the Bidder shall, when so required by DST, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification by DST shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of DST thereunder.

2.7.2 Notwithstanding anything contained in this RFQ cum RFP Document, DST reserves the right to accept or reject any Proposal and to annul the Bidding Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons there for.

2.7.3 DST reserves the right to reject any Proposal if:

a) at any time, a material misrepresentation is made or uncovered, or
b) the Bidder does not provide, within the time specified by DST, the supplemental information sought by DST for evaluation of the Proposal.

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 occurs after the Price Proposals have been opened and the highest Bidder gets disqualified / rejected, then DST reserves the right to invite the remaining Bidders to submit their Price Proposals in accordance with the following:

a) In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the “first round of bidding”) DST may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Price Proposal of the aforesaid Highest Bidder (the “second round of bidding”). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be declared the Preferred Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose price was higher as compared to other Bidder(s) in the first round of bidding shall be the Preferred 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 Preferred Bidder.

b) In the event no Bidder offers to match the Highest Bidder in the second round of bidding as specified in the above clause, DST may in its discretion, invite fresh Price Proposals (the “third round of bidding”) from all Bidders except the Highest Bidder of the first round of bidding or annul the Bidding Process as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Price Proposals, they shall be eligible for submission of fresh Price Proposals provided, however, that in such third round of bidding only such bids shall be eligible for consideration which are higher than price proposal of the second highest Bidder in the first round of bidding.
c) take any such measure as may be deemed fit in the sole discretion of DST, including annulment of the bidding process.

2.7.4 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 thereby granted by DST, 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 Successful Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, notwithstanding anything to the contrary contained therein or in this RFQ cum RFP Document, be liable to be terminated, by a communication in writing by DST to the Successful Bidder or the Concessionaire, as the case may be, without DST being liable in any manner whatsoever to the Successful Bidder or Concessionaire. In such an event, DST 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 DST under the RFQ cum RFP Document and/or the Concession Agreement, or otherwise.

2.7.5 DST reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Proposal without assigning any reasons.

2.8 Disqualification

2.8.1 A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, DST shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to DST for, inter alia, the time, cost and effort of DST, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to DST hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects 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 the Companies Act, 2013. For the purposes of this Clause 2.8.1, indirect shareholding held through one or
more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

ii.) a constituent of such Bidder is also a constituent of another Bidder; or

iii.) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

iv.) such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or

v.) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each others’ information about, or to influence the Proposal of either or each other; or

2.8.2 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of DST 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 Successful 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 DST, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which DST may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without DST being liable in any manner whatsoever to the Successful 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 6 (six) months prior to the date of issue of RFQ cum RFP Document for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.
2.9 Bid Security

2.9.1 The Bidder shall deposit, along with its Proposal, a bid security (the "Bid Security") for an amount of Rs. 1,20,00,000/- (Rupees One Crore Twenty Lakhs only) in accordance with the provisions of this RFQ cum RFP Document. The Bidder has to provide the Bid Security in the form of a Fixed Deposit Receipt (FDR) endorsed in favour of Director State Transport (DST), Chandigarh, acceptable to DST. DST shall not be liable to pay any interest on the Bid Security. Bid Security in the form of a Bank Guarantee, as per format at Appendix 12, is also acceptable to DST.

2.9.2 The Proposal shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 30 (thirty) days from the issuance of Letter of Award to the Successful Bidder except in the case of the Successful Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement.

2.9.3 The Bidder shall furnish as part of its Proposal, a Bid Security referred to in Clauses 2.9.1 and 2.9.2 hereinabove in the form of a FDR or Bank Guarantee issued by a nationalised bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 Crore (Rupees One Thousand Crore), in favour of Director State Transport and having a validity period of not less than 360 (Three Hundred Sixty) days from the Proposal Due Date, inclusive of a claim period of 60 (Sixty) days, and may be extended as may be mutually agreed between DST 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 nationalised 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.

2.9.4 deleted

2.9.5 Any Proposal not accompanied by the Bid Security shall be summarily rejected by DST as non-responsive.

2.9.6 Save and except as provided in this RFQ cum RFP document, the Bid Security of unsuccessful Bidders will be returned by DST, without any interest, within 30 (Thirty) days of issuance of Letter of Award to the Successful Bidder or when the Bidding process is cancelled by DST. Bid Security shall be returned to the unsuccessful Bidder(s).

2.9.7 The Successful 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.

2.9.8 DST shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.9.9 herein below. The Bidder, by submitting its Bid pursuant to this RFQ cum RFP Document, shall be deemed to have acknowledged and confirmed that DST will suffer loss and damage on account of withdrawal of its Proposal or for any other default by the Bidder during the period of Proposal validity as specified in this RFQ cum RFP Document. No relaxation of any kind on Bid Security shall be given to any Bidder.
2.9.9 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to DST under the RFQ cum RFP Document and/or under the Concession Agreement, or otherwise, under the following conditions:

a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFQ cum RFP Document;

b) If a Bidder withdraws its Proposal during the period of Proposal validity as specified in this RFQ cum RFP Document and as extended by mutual consent of the respective Bidder(s) and DST;

c) In the case of Successful Bidder, if it fails within the specified time limit –
   i.) to sign and return the duplicate copy of LOA;
   ii.) to sign the Concession Agreement; or
   iii.) to furnish the Performance Security within the period prescribed therefor in the Concession Agreement; or

d) In case the Successful Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.
B. DOCUMENTS

2.10 Content of the RFQ cum RFP Document

2.10.1 This RFQ cum RFP Document comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.12.

<table>
<thead>
<tr>
<th>Part I</th>
<th>Instructions to Bidders</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part II</td>
<td>Draft Concession Agreement</td>
</tr>
<tr>
<td>Part III</td>
<td>Project Information Memorandum</td>
</tr>
</tbody>
</table>

2.11 Clarifications

2.11.1 Bidders requiring any clarification on the RFQ cum RFP Document may notify DST in writing on the below mentioned address or by fax and e-mail in accordance with this Clause 2.11.1. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. DST shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Proposal Due Date. The responses will be sent by fax or e-mail. DST will forward all the queries and its responses thereto, to all purchasers of the RFQ cum RFP Document without identifying the source of queries. Any queries or request for additional information concerning this RFQ cum RFP Document shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.17.5 below. The envelopes/communications shall clearly bear the following identification/title:

"Queries/Request for Additional Information: RFQ cum RFP Document for Development of Bus Terminal Facility at NIT, Faridabad"

Address for submitting queries:

Mr. Ashvini Parashar,
Executive Vice President (Business Partnerships)
Delhi Integrated Multi Modal Transit System Limited (DIMTS)
1st floor, MaharanaPratap Inter State Bus Terminus,
Kashmere Gate, Delhi – 110006
Email Id: ashvini.parashar@dimts.in / anbu@dimts.in
Phone: +91-11-43090100;
Fax: +91-11-23860966

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

2.11.3 DST may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by DST shall be deemed to be part of the RFQ cum RFP Document. Verbal
clarifications and information given by DST or its employees or representatives shall not in any way or manner be binding on DST.

### 2.12 Amendment of RFQ cum RFP Document

2.12.1 At any time prior to the deadline for submission of Proposal, DST may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFQ cum RFP Document by the issuance of Addenda.

2.12.2 Any Addendum thus issued will be sent in writing to all those who have purchased the RFQ cum RFP Document and Registered Bidders.

2.12.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, DST may, at its own discretion, extend the Proposal Due Date.

### C. PREPARATION AND SUBMISSION OF PROPOSAL

#### 2.13 Language

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

#### 2.14 Currency

2.14.1 The currency for the purpose of the Proposal shall be the Indian Rupee (INR). The conversion to Indian Rupees shall be based on the closing exchange rate published by the Reserve Bank of India as on March 31, of the preceding financial year. In all such cases, the original figures in the relevant foreign currency and the INR equivalent thereof must be given. The exchange rate(s) applied shall be clearly stated. DST, however, reserves the right to use any other suitable exchange rate for the purpose of uniformly evaluating all the Bidders.

#### 2.15 Validity of Proposal

2.15.1 The Proposals shall be valid for a period of not less than 300 (Three Hundred) days from the Proposal Due Date. The validity of Proposal may be extended by mutual consent of the respective Bidders and DST.

#### 2.16 Format and Signing of Proposal

2.16.1 The Proposal shall provide all the information sought under this RFQ cum RFP Document. DST will evaluate only those Proposals that are received in the required formats and complete in all respects. Incomplete and /or conditional Proposals shall be liable to rejection.
2.16.2 The Bidder shall prepare 1 (one) original set of the Proposal (together with originals/ copies of documents required to be submitted along therewith pursuant to this RFQ cum RFP Document) and clearly marked “ORIGINAL”. In addition, the Bidder shall submit 1 (one) copy of the Proposal (Except PRICE PROPOSAL), along with documents required to be submitted along therewith pursuant to this RFQ cum RFP Document, marked “COPY”. In the event of any discrepancy between the original and the copies, the original shall prevail.

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

2.17 Sealing and Marking of Proposals

2.17.1 The Bidder shall submit the Proposal together with the documents specified in Clause 2.17.2, and seal it in an envelope and mark the envelope as “PROPOSAL”. The Bidder shall seal the original and copy of the Proposal, together with their respective enclosures, in separate envelopes duly marking the envelopes as “ORIGINAL” and “COPIES”. The envelopes shall then be sealed in an outer envelope which shall also be marked in accordance with Clause 2.17.2 to Clause 2.17.5.

2.17.2 Proposal shall contain:

a) Part I: Qualification Proposal

b) Part II: Technical Proposal

c) Part III: Price Proposal

The details are provided below:

Part I: Qualification Proposal

<table>
<thead>
<tr>
<th>Part I: Other Submissions should include the following:</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.) Covering Letter cum Project undertaking in the prescribed format (Appendix 2);</td>
</tr>
<tr>
<td>ii.) Details of Bidders as set out in Appendix 4</td>
</tr>
<tr>
<td>iii.) Completed format of Technical Capacity of the Bidder as in Appendix 5</td>
</tr>
<tr>
<td>iv.) Completed format of Financial Capacity of the Bidder as in Appendix 6</td>
</tr>
<tr>
<td>v.) Statement of Eligible Projects as per Appendix 7</td>
</tr>
<tr>
<td>vi.) Statement of Legal Capacity in terms of Appendix 8</td>
</tr>
<tr>
<td>vii.) Power of Attorney for signing the Proposal as per the format at Appendix 9</td>
</tr>
<tr>
<td>viii.) if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix 10;</td>
</tr>
<tr>
<td>ix.) Joint Bidding Agreement, in case of a Consortium, substantially in the format at Appendix 11;</td>
</tr>
</tbody>
</table>
x.) Bid Security in the form of Fixed Deposit Receipt (FDR) endorsed in favour of Director State Transport, DST, Chandigarh or in the form of a Bank Guarantee as per Appendix 12

xi.) Copy of Memorandum and Articles of Association, if the Bidder/ Consortium member is a body corporate;

xii.) Copies of Bidder’s duly audited balance sheet and profit and loss account for the preceding five years;

xiii.) A copy of the Concession Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in sub-clause (vii) hereinafore.

xiv.) Attested copy of the receipt of the payment in the form of Demand Draft (DD) towards the cost of RFQ cum RFP Document for an amount Rs. 12,500/-(plus service tax and Swachh Bharat Cess) in favour DIMTS, Delhi

xv.) Non-Collusion Certificate as per Appendix 14.

### Part II: Technical Proposal

**Part II: Technical Proposal shall comprise of Project Design Proposal including the following:**

i.) As per guidelines provided in Clause 3.6.6 of this RFQ cum RFP Document.

ii.) Completed format of Facilities Compliance Statement in terms of Appendix 13

### Part III: Price Proposal

**Part II: Price Proposal should include the following:**

i.) Price Proposal as per format set out in Appendix 3.

2.17.3 A true copy of the documents accompanying the Proposal, as specified in Clause 2.17.2 above, shall be bound together in hard cover and the pages shall be numbered serially. Each page thereof shall be initialled in blue ink by the authorised signatory of the Bidder. This copy of the documents shall be placed in a separate envelope and marked “Copy of Documents”.

2.17.4 Envelopes specified in Clauses 2.17.2 and 2.17.3 shall be placed in an outer envelope, which shall be sealed. Each envelope shall clearly bear the following identification:

“Proposal for Development of Bus Terminal at NIT, Faridabad”

and shall clearly indicate the name and address of the Bidder. In addition, the Proposal Due Date should be indicated on the right hand corner of each of the envelopes.

2.17.5 Each of the envelopes shall be addressed to:

ATTN. OF:  Director State Transport, Haryana
ADDRESS:  c/o
Directorate of State Transport, 
Haryana

RFQ Cum RFP Document
Part I: Instructions to Bidders

Delhi Integrated Multi Modal Transit System Limited (DIMTS)
1st Floor, Maharana Pratap ISBT Building, Kashmere Gate, 
Delhi – 110 006

2.17.6 If the envelopes are not sealed and marked as instructed above, DST assumes
no responsibility for the misplacement or premature opening of the contents of
the Proposal and consequent losses, if any, suffered by the Bidder.

2.17.7 Proposals submitted by fax, telex, telegram or e-mail shall not be entertained
and shall be rejected.

2.18 Proposal Due Date

2.18.1 Proposals should be submitted before 15:00 hours IST on the Proposal Due
Date, at the address provided in Clause 2.17.5 in the manner and form as
detailed in this RFQ cum RFP Document. A receipt thereof should be obtained
from the person specified in Clause 2.17.5. For the purposes of this RFQ cum
RFP Document the “Proposal Due Date” shall mean the date for submission
of the Proposal as set out in the Schedule of Bidding Process contained in
Appendix 1.

2.18.2 DST may, in its sole discretion, extend the Proposal Due Date by issuing an
Addendum in accordance with Clause 2.12 uniformly for all Bidders.

2.19 Late Proposals

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

2.20 Modifications/ Substitution/ Withdrawal of Proposals

2.20.1 The Bidder may modify, substitute or withdraw its Proposal after submission,
provided that written notice of the modification, substitution or withdrawal is
received by DST prior to Proposal Due Date. No Proposal shall be modified,
substituted or withdrawn by the Bidder on or after the Proposal Due Date.

2.20.2 The modification, substitution or withdrawal notice shall be prepared, sealed,
marked, and delivered in accordance with Clause 2.17, with the envelopes
being additionally marked “MODIFICATION”, “SUBSTITUTION” or
“WITHDRAWAL”, as appropriate.

2.20.3 Any alteration/ modification in the Proposal or additional information supplied
subsequent to the Proposal Due Date, unless the same has been expressly
sought for by DST, shall be disregarded.

2.21 Confidentiality

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

2.22 Consultant(s) or Advisor(s)

2.22.1 To assist in the examination, evaluation, and comparison of Proposals, DST
may utilize the services of consultant(s) or advisor(s).

2.22.2 No entity including the Bidders can hold and DST shall not be bound by the
opinion or advice given by any Consultant or advisor referred to in Clause
2.22.1. The final determination as regards the Proposal shall vest with DST.

2.23 Correspondence with the Bidder

Proposals shall be deemed to be under consideration immediately after they are
opened and until such time DST makes official intimation of award/ rejection to
the Bidders. While the Proposals are under consideration, Bidders and/ or their
representatives or other interested parties are advised to refrain, save and
except as required under the RFQ cum RFP Document, from contacting by any
means, DST and/ or their employees/ representatives on matters related to the
Proposals under consideration.

D. EVALUATION PROCESS

2.24 Opening and Evaluation of Proposals

2.24.1 DST shall open the Part I of the Proposals at 15:30 hours IST on the Proposal
Due Date, at the place specified in Clause 2.17.5 and in the presence of the
Bidders who choose to attend.

2.24.2 Bidders for which a notice of withdrawal has been submitted in accordance with
Clause 2.20 shall not be opened.

2.24.3 DST will subsequently examine and evaluate Qualification and Technical
Proposals in accordance with the provisions set out in Section 3.

2.24.4 Bidders are advised that qualification of Proposals will be entirely at the
discretion of DST. 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.

2.24.5 Any information contained in the Proposal shall not in anyway be construed as
binding on DST, its agents, successors or assigns, but shall be binding against
the Bidder if the Project is subsequently awarded to it under the Bidding Process
on the basis of such information.

2.24.6 DST reserves the right not to proceed with the Bidding Process at any time
without notice or liability and to reject any or all Proposals without assigning any
reasons.
2.24.7 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, DST may, in its sole discretion, exclude the relevant project from computation of Eligible Score of the Bidder.

2.24.8 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by DST as incorrect or erroneous, DST shall reject such claim and exclude the same from computation of the Eligible Score, and may also, while computing the aggregated Experience Score of the Bidder, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, DST reserves the right to reject the Proposal in accordance with the provisions of Clauses 2.7.

2.25 Tests of Responsiveness

2.25.1 Prior to evaluation of Proposals, DST shall determine whether each Proposal is responsive to the requirements of the RFQ cum RFP Document. The Proposal shall be considered responsive only if:

   a) it is received as per format at Appendix 2.
   b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.18;
   c) it is signed, sealed, bound together in hard cover, and marked as stipulated in Clause 2.16 and 2.17;
   d) it is accompanied by the Power(s) of Attorney as specified in Clause 2.2.3 and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.4;
   e) it contains all the information (complete in all respects) as requested in this RFQ cum RFP Document (in formats as those specified);
   f) it contains certificates from its statutory auditors in the formats specified at Appendix 6 and Appendix 7 of the RFQ cum RFP Document;
   g) it contains copy of the receipt for payment made towards the cost of the RFQ cum RFP Document;
   h) it is accompanied by the Joint Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.3.1 (g);
   i) it contains completed format of Facilities Compliance Statement in terms of Appendix 13;
   j) it is accompanied by the Bid Security as specified in Clause 2.9;
   k) it does not contain any condition or qualification; and
   l) it is not non-responsive in terms hereof.

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

2.26 Clarifications

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

2.26.2 If a Bidder does not provide clarifications sought under Clause 2.26.1 above within the prescribed time, its Proposal shall be liable to be rejected. In case the
Proposal is not rejected, DST may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of DST.
3. CRITERIA & METHODOLOGY FOR QUALIFICATION & EVALUATION

3.1 Evaluation Parameters

3.1.1 Only those Bidders who meet all the eligibility criteria under the Qualification Phase specified in Clauses 3.1.2 (a) and (b) below shall be declared as Pre-Qualified Bidders to qualify for further evaluation i.e. opening of Technical Proposal for the Project. On each of the parameters set out in Clause 3.1.2, the Bidder would be required to meet the evaluation criteria as detailed in this Section. Proposals of firms/ consortia who do not meet even one of these criteria shall be rejected.

3.1.2 Qualification Phase: The Bidder’s competence and capability is proposed to be established by the following parameters under the Qualification Phase:

a) Technical Capacity;

b) Financial Capacity;

3.1.3 Technical Proposal Phase: The Bidder’s competence and capability is proposed to be established by the Project Design Capacity parameters under the Technical Proposal Phase.

3.2 Criteria and Evaluation of Technical Capacity

3.2.1 For demonstrating technical capacity and experience (the “Technical Capacity”), over the past 5 (five) financial years preceding the Proposal 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 3.2.3 and 3.2.4 (the “Eligible Projects”):

- **Category 1**: Project experience on Eligible Projects in real estate sector that qualify under Clause 3.2.3
- **Category 2**: Project experience on Eligible Projects in core sector that qualify under Clause 3.2.3
- **Category 3**: Construction experience on Eligible Projects in real estate sector
- **Category 4**: Construction experience on Eligible Projects in core sector that qualify under Clause 3.2.4

For the purpose of this RFQ cum RFP Document:

i.) Real estate sector would deemed to include bus terminals/stand, commercial complex, hotel complex, residential complex, hospitals, schools, colleges; and

ii.) core sector would be deemed to include highways, power, telecom, ports, airports, railways, metro rail, industrial parks/ estates, multi-level car parking, logistic parks, pipelines, irrigation, tourism, water supply, and sewerage.
3.2.2 Eligible Experience in respect of each category shall be measured only for Eligible Projects.

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

a) It should have been undertaken as a PPP project on BOT, BOLT, BOO, BOOT or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be. For the avoidance of doubt, a project which constitutes a natural monopoly such as an airport or port should normally be included in this category even if it is not based on a long-term agreement with a public entity;

b) the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six percent) equity at the time of commissioning of project for which Eligible Experience is being claimed;

c) the capital cost of the project should be more than Rs. 15 Crore (Rupees Fifteen Crore); and

d) the entity claiming experience shall, during the last 5 (five) financial years preceding the Proposal 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 bus terminal/stand cum commercial complex, multilevel car parking cum commercial complex, highways, airports, ports and railway infrastructure, 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.

3.2.4 For a project to qualify as an Eligible Project under Categories 3 and 4, the Bidder 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 Proposal 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. 15 Crore (Rupees Fifteen Crore) 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.

3.2.5 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.

3.2.6 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 3.2.3 and 3.2.4 and then multiplied by the applicable factor in Table 3.2.6 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. Any Bidder, who achieves the sum total of Experience Score for all Eligible Projects of at least **Rs. 60 Crore** (Rupees Sixty Crore only) (the “Threshold Technical Capacity”) would deemed to meet the Technical Capacity for the Project.

### Table 3.2.6: Factors for Experience across categories

<table>
<thead>
<tr>
<th>Categories</th>
<th>Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category 1</td>
<td>1.25</td>
</tr>
<tr>
<td>Category 2</td>
<td>1.00</td>
</tr>
<tr>
<td>Category 3</td>
<td>0.75</td>
</tr>
<tr>
<td>Category 4</td>
<td>0.50</td>
</tr>
</tbody>
</table>

3.2.7 The credentials of Pre-Qualified Bidders shall be measured in terms of their Experience Score. The sum total of the Experience Scores for all Eligible Projects shall be the ‘Aggregate Experience Score’ of a particular Bidder. In case of a Consortium, as detailed in Clause 3.1.1, only one Consortium Member who has and shall continue to have an equity share of at least 26% (twenty six percent) of the subscribed and paid up equity in the SPC during Construction Period, is allowed to put forth its experience by submitting its credentials.

### 3.3 Details of Experience for Technical Capacity

- **3.3.1** The Bidder should furnish the details of Eligible Experience for the last 5 (five) financial years immediately preceding the Proposal Due Date.

- **3.3.2** The Bidder must provide the necessary information relating to Technical Capacity as per format at Appendix 5.

- **3.3.3** The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Appendix 7.

### 3.4 Criteria and Evaluation of Financial Capacity

- **3.4.1** The Bidder shall have a minimum Net Worth of **Rs. 20 Crore** (Rupees Twenty Crore) as at the close of preceding financial year and Average Annual Turnover of **Rs. 60 Crore** (Rupees Sixty Crore) for the last 5 completed financial years (the “Financial Capacity”). The Proposal must be accompanied by the Solvency Certificate from the Bank and Audited Annual Reports of the Bidder (of only One Member whose financial credentials are being put forth, in case of a Consortium) for the last 5 (five) financial years, preceding the year in which the Proposal is made.
3.4.2 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 or independent 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.

3.4.3 In case of a Consortium, only one Consortium Member shall be allowed to put forth its capability for each of technical capability and Financial Capability (Net worth and average Annual Turnover) provided that such Consortium Member has and shall continue to have an equity share of at least 26% (twenty six percent) of the subscribed and paid up equity in the SPC for a period of 2 (two) years from the date of commercial operation of the Project.

3.4.4 The Bidder must establish the minimum Net Worth and average Turnover specified in Clause 3.4.1, and provide details as per format at Appendix 6.

3.5 Evaluation Process

i) DST reserves the right to reject the Proposal of a Bidder without evaluating Part II: Project Design Proposal under the Technical Proposal and opening the Price Proposal, if Proposal is not responsive in terms of Clause 2.25. As part of Qualification Phase, the Other Submissions as submitted by the Bidders in Part I, shall be checked for eligibility, technical capability, financial capability, bid security and other such compliances with the requirements of the RFQ cum RFP Document.

ii) Based on evaluation of Qualification Proposals, DST would release a list of Pre-Qualified Bidders who meet the qualification criteria set out in this RFQ cum RFP Document.

iii) DST shall intimate a date for opening of Technical Proposals to all Pre-Qualified Bidders and invite them for opening of the Technical Proposals. Attendance to such opening of Technical Proposals is not mandatory. However, DST shall not entertain any claim of whatsoever nature in case a Bidder does not attend the meeting for opening of Technical Proposals of Pre-Qualified Bidders.

3.6 Criteria and Evaluation of Technical Proposal
3.6.1 **Part II:** Technical Proposal – Technical Proposal (Project Design Proposal) of all the Pre-Qualified Bidders who pass the Technical Capacity and Financial Capacity criteria shall be evaluated.

3.6.2 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 “Project Design Capability”), the Bidder shall achieve at least 75% marks/score (the “Threshold Project Design Capability”). In addition the Bidder shall achieve at least 60% marks/score for individual sections i.e. Sr. No. 2 and 3 of Table 3.6.2.

3.6.3 For the purpose, the Project Design Proposal shall be scored on the basis of rating of various parameters as set out in the table below:

**Table 3.6.2: Evaluation Criteria – Project Design Proposal (Technical Proposal)**

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Evaluation Criteria</th>
<th>Documentation</th>
<th>Presentation</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Resource Allocation (Debt : Equity Ratio)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>&gt;= 4:1</td>
<td>10</td>
<td>-</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>Less than 4:1 and more than or equal to 3:1</td>
<td>20</td>
<td>-</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Less than 3:1 and more than or equal to 1.5:1</td>
<td>25</td>
<td>-</td>
<td>25</td>
</tr>
<tr>
<td></td>
<td>Less than 1.5:1</td>
<td>30</td>
<td>-</td>
<td>30</td>
</tr>
<tr>
<td>2</td>
<td>Traffic Management Plan</td>
<td>15</td>
<td>5</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Evaluation parameters include, inter-alia</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Adequacy of traffic management plan during construction</td>
<td>3</td>
<td>1</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>b) Efficiency of circulation plan within and around Parking Facility</td>
<td>5</td>
<td>2</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>c) Efficiency of Pedestrian movement plan</td>
<td>4</td>
<td>1</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>d) Adequacy of emergency traffic plan</td>
<td>3</td>
<td>1</td>
<td>4</td>
</tr>
<tr>
<td>3</td>
<td>Proposed Concept Design</td>
<td>30</td>
<td>20</td>
<td>50</td>
</tr>
<tr>
<td></td>
<td>Evaluation parameters include, inter-alia</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Design configuration – conceptual planning &amp; architectural layouts of the facilities</td>
<td>5</td>
<td>3</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>b) 3D Architectural Views</td>
<td>3</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>c) Contingency plans – safety &amp; disaster management plans</td>
<td>3</td>
<td>2</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>d) Design attractiveness – Environment friendliness, aesthetics</td>
<td>3</td>
<td>2</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>e) Sequencing and activity time schedule</td>
<td>2</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>f) Detailed methodology for construction</td>
<td>4</td>
<td>3</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>g) Detailed methodology for operation and maintenance</td>
<td>3</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>h) Number of Bus Bays and ECS proposed</td>
<td>3</td>
<td>2</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>i) Proposed investment in Bus Terminal Facility (BTF) development</td>
<td>4</td>
<td>Nil</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
3.6.4 The composite score under the Technical Proposal shall be the arithmetic of the marks /scores assigned to the Bidders under each of the parameters listed above. DST would request the Bidder to make a visual presentation on the Technical Proposal. The marks/score so assigned by DST or its Consultant(s) or Advisor(s) shall be final and binding on the Bidder.

3.6.5 The evaluation of Price Proposal (i.e. Part III) shall be taken up only after meeting the Threshold Project Design Capability requirements in terms of this RFQ cum RFP Document. DST reserves the right to reject the Proposal of a Bidder without evaluating Technical Proposal and opening the Price Proposal, if Proposal is not responsive in terms of Clause 2.25.

3.6.6 The Technical Proposal shall contain following:

Bidder’s detailed plan (including engineering design and drawings), basic architectural design of the project (include 3D views) and implementation & operational plan shall be provided. This should be bound booklet of A-3 size in horizontal format.

For the avoidance of doubt, it is hereby explicitly mentioned that the features and other aspects claimed by the Selected Bidder during Presentation shall be made part of the Concession Agreement, and strict adherence to the same should be ensured. The Concessionaire shall be required to prepare a Detailed Project Report detailing technical features of the proposed Project before commencement of work.

1) **Resource Allocation**

The Bidder should provide the following which shall be duly certified by the Chartered Accountant:

**Indicative Resource Allocation Plan for the Project**

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Sources of Financing</strong></td>
<td></td>
</tr>
<tr>
<td>Equity (%)</td>
<td>To be filled by the Bidder</td>
</tr>
<tr>
<td>Debt (%)</td>
<td>To be filled by the Bidder</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
</tr>
<tr>
<td>Debt: Equity Ratio</td>
<td>To be filled by the Bidder</td>
</tr>
</tbody>
</table>

2) **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 Project Facility including peak hour
- iii.) Pedestrian movement plan
- iv.) Emergency traffic plan
- v.) Bidder shall ensure that the Project does not add to circulation problems for pedestrians and traffic in the contiguous area
vi.) The Bidder shall also provide that its proposal provides aesthetic appeal and that the layout and designs are environmentally friendly and sustainable

vii.) The traffic design should be such that the waiting on the street should be zero.

3) Proposed Project Concept Design

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

i.) Concept Plan for Bus Terminal Facility including the supporting preliminary design and drawings for all mandatory facilities as indicated in Schedule 1 of the draft Concession Agreement;

ii.) Concept Plan for Commercial Facility including kiosks, food plaza as applicable to the Project and the proposed end-usage and areas;

iii.) Architectural layout and area allocation for each facility such as
   - Bus, private vehicle, autos parking structure
     - Structural geometry, location, types of vehicles proposed to be parked, capacity, parking procedure, impact on environment, neighbouring buildings, quality certification etc.
     - Entry and Exit Area plan and design of parking structure
     - Pedestrian paths, public conveniences and landscaping areas as applicable to the Project;
     - Other facilities;

iv.) In descriptive manner, for building and underground civil works, for provision of utilities (including lighting, water supply & drainage, fire services etc)

v.) Details of electrical and electronic system for Project Facility

vi.) Details of IT enabled Parking Management System with boom barrier based solution and management of centralized database.

vii.) Details of Power backup system

viii.) Contingency plan including the Evacuation Plan, facility for retrieval in case of partial failure etc.

ix.) Fire safety measures

x.) Operation and Maintenance

xi.) Traffic Safety and Traffic Management

xii.) Evacuation Plan

xiii.) 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 and their installation and a plan for interim parking of vehicles during the construction period.

xiv.) Plant and equipment deployment plan

xv.) Basic Technical/ Structural feasibility report from structural designer/ consultant with scheme of construction

xvi.) Proposed investment in Bus Terminal Facility (BTF) development

3.6.7 Based on evaluation of Technical Proposals, DST would release a list of Technically Qualified Bidders who meet the Threshold Project Design criteria set out in clause 3.6.2 of this RFP Document.
3.6.8 DST shall intimate a date for opening of Price Proposals to all Technically Qualified Bidders and invite them for opening of the Price proposals. Attendance to such opening of Price Proposals is not mandatory. However, DST shall not entertain any claim of whatsoever nature in case a Bidder does not attend the meeting for opening of Price Proposals of Technically Qualified Bidders.

### 3.7 Evaluation of Price Proposals

3.7.1 In Financial Proposal Phase, the Price Proposals of all the Bidders who pass the Qualification Phase and Technical Proposal Phase evaluation (in terms of Clause 3.1.2 and 3.1.3) shall be opened in the presence of the Bidders’ representatives who choose to attend. The Bidders’ representatives who are present shall be required to sign and record their attendance.

3.7.2 The Bidders are required to submit Price Proposal in the format set out in Appendix 3.

3.7.3 Subject to the provisions of Clause 2.7, the Bidder whose Proposal is adjudged as responsive in terms of Clause 2.25 and who quotes the highest upront payment (referred to as the “Upfront Payment”) payable to DST shall be declared as the preferred bidder (the “Preferred Bidder”) for the Project in terms of the process set out in the following paragraphs.

3.7.4 The Proposal of the Bidders for the Project would be evaluated on the basis of the Upfront Payment quoted in the Price Proposal. Bidders would be ranked in the descending order of Upfront Payment quoted in the Price Proposal. For example, the Bidder quoting the highest Upfront Payment would be ranked “H1”, the bidder quoting the next highest Upfront Payment, ranked “H2” and so on, set out in the table below:

<table>
<thead>
<tr>
<th>Name of Bidder</th>
<th>Price Proposal</th>
<th>Rank</th>
</tr>
</thead>
<tbody>
<tr>
<td>Highest Upfront Payment offer</td>
<td>H1</td>
<td></td>
</tr>
<tr>
<td>Second Highest Upfront Payment</td>
<td>H2</td>
<td></td>
</tr>
<tr>
<td>Third Highest Upfront Payment</td>
<td>H3</td>
<td></td>
</tr>
</tbody>
</table>

3.7.5 The Bidder quoting the highest Upfront Payment for the Project, payable to DST by the Bidder shall be declared as the Preferred Bidder for the Project.

3.7.6 In the event that two or more Bidders, quote the same highest Upfront Payment (the “Tie Bidders”), DST may:

(a) invite fresh Proposals from the two or more Bidders who have quoted the same highest Upfront Payment provided that the Bidders will not be allowed to quote lower than the amounts already quoted;

OR

(b) take any such measure as it may be deemed fit in its sole discretion, including annulment of the Bidding Process.

3.7.6 Upon acceptance of the Proposal of the Preferred Bidder, DST shall declare the Preferred Bidder as the “Successful Bidder”.

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3.8 Notification

3.8.1 DST will notify the Successful Bidder by facsimile and by a draft Letter of Acceptance as set out in draft Concession Agreement that its Proposal has been accepted.

3.9 Acknowledgement of Letter of Acceptance and Execution of Concession Agreement

3.9.1 After selection, a Letter of Acceptance (the “LOA”) shall be issued, in duplicate, by DST to the Successful Bidder and the Successful 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 Successful Bidder is not received by the stipulated date, DST 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 Successful Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

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

3.9.3 DST will promptly notify other Bidders that their Proposals have been unsuccessful and their Bid Security will be released as promptly as possible upon signing of the Concession Agreement with the Successful Bidder.

3.10 Incorporation of Special Purpose Company

3.10.1 The Successful Bidder shall have to form an appropriate Special Purpose Company, incorporated under the Indian Companies Act, 2013 (the “SPC”), to execute the Concession Agreement and implement the Project.
4. FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, DST may reject the Proposal, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, DST 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 DST under the RFQ cum RFP Document and/ or the Concession Agreement, or otherwise.

4.2 Without prejudice to the rights of DST under Clause 4.1 hereinabove and the rights and remedies which DST may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found by DST 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 RFQ/RFP/RFP issued by DST during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by DST to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:

a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of DST 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 DST, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub-clause (d) of Clause 2.2.1, 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 DST in relation to any matter concerning the Project;
b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by DST 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.

Note: for avoidance of doubt, the person shall be the business entity providing such legal, financial or technical advice and not specific employees but shall include individuals if such services are provided by an individual of sole proprietorship firm.
5. PRE-PROPOSAL MEETING

5.1 A Pre-Proposal meeting of the interested parties shall be convened at the designated date, time at MCF Auditorium, NIT Faridabad. Only those persons who have purchased the RFQ cum RFP Document / Registered Bidders shall be allowed to participate in the Pre-Proposal meeting. A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

5.2 During the course of Pre-Proposal meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of DST. DST shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
6. MISCELLANEOUS

6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chandigarh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

6.2 DST, 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) pre-qualify or not to pre-qualify any Bidder and/or to consult with any Bidder in order to receive clarification or further information;

d) retain any information and/or evidence submitted to DST by, on behalf of, and/or in relation to any Bidder;

e) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

6.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases DST, 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 and the RFQ cum RFP Document, pursuant hereto, and/or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

6.4 The RFQ cum RFP Document is to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFQ cum RFP Document.
<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Activity Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Release of RFQ cum RFP Document</td>
<td>23rd February 2017 onwards</td>
</tr>
<tr>
<td>2.</td>
<td>Last date for receiving queries</td>
<td>3rd March 2017</td>
</tr>
<tr>
<td>3.</td>
<td>Pre-Proposal meeting</td>
<td>2nd March 2017 at 1500 hrs IST</td>
</tr>
<tr>
<td>4.</td>
<td>Reply to Pre-bid/Pre-Proposal queries, if any</td>
<td>10th March 2017</td>
</tr>
<tr>
<td>5.</td>
<td>Proposal Due Date</td>
<td>28th March 2017 upto 1500 hrs IST</td>
</tr>
<tr>
<td>6.</td>
<td>Opening of Qualification Proposal</td>
<td>28th March 2017 at 1530 hrs IST</td>
</tr>
<tr>
<td>7.</td>
<td>Announcement of Pre-Qualified Bidders</td>
<td>To be intimated separately</td>
</tr>
<tr>
<td>8.</td>
<td>Opening of Technical Proposals</td>
<td>To be intimated separately</td>
</tr>
<tr>
<td>9.</td>
<td>Announcement of Technically Qualified Bidders</td>
<td>To be intimated separately</td>
</tr>
<tr>
<td>10.</td>
<td>Opening of Price Proposals</td>
<td>To be intimated separately</td>
</tr>
<tr>
<td>11.</td>
<td>Letter of Award (LOA)</td>
<td>To be intimated separately</td>
</tr>
<tr>
<td>12.</td>
<td>Validity of Price Proposals</td>
<td>As per clause 2.15.1 of ‘Part-I’</td>
</tr>
<tr>
<td>13.</td>
<td>Signing of Concession Agreement</td>
<td>Within 45 days from the issuance of LOA</td>
</tr>
</tbody>
</table>
To,

Director State Transport,
Directorate of State Transport, Transport Department,
Government of Haryana,
2nd Floor, 30 Bays Building,
Sector – 17, Chandigarh, Pin code- 160022

Sub: Proposal for Development of Bus Terminal at NIT, Faridabad Project

Dear Sir,

With reference to your RFQ cum RFP Document dated ___________,

1. I/ We, having examined the RFQ cum RFP Document and understood its contents, hereby submit my/our Proposal for the aforesaid project. The Proposal is unconditional and unqualified.

2. I/ We acknowledge that DST will be relying on the information provided in the Proposal and the documents accompanying the Proposal 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 Proposal 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 DST any additional information it may find necessary or require to supplement or authenticate the Proposal.

5. I/ We acknowledge the right of DST to reject our Proposal 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 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 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 RFQ cum RFP Document, including any Addendum issued by DST; and
   b) I/ We do not have any conflict of interest in accordance with Clauses 2.8.1 and 2.8.2 of the RFQ cum 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 4.3 of the RFQ cum RFP Document, in respect of any tender or request for proposal issued by or any agreement entered into with DST 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 4 of the RFQ cum RFP Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit Price Proposal for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.24.6 of the RFQ cum RFP Document.

9. I/ We believe that we/ our Consortium satisfy(s) the Net Worth and Turnover criteria (strike out whichever is not applicable) and meet(s) the requirements as specified in the RFQ cum 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 Proposal 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.

14. 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 DST of the same immediately.

15. I/ We acknowledge and undertake that our Consortium was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for a period of specified in the Concession Agreement, hold equity share capital not less than 74% (seventy four percent) of the subscribed and paid-up equity of the Concessionaire.

16. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFQ cum RFP Document, I/We shall inform DST forthwith along with all relevant particulars and DST may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, 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 Financial Close 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 DST being liable to us in any manner whatsoever.

17. I/ We understand that the Successful Bidder shall incorporate a Special Purpose Company under Indian Companies Act, 2013 prior to execution of the Concession Agreement.

18. 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 DST 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.

19. In the event of my/ our being declared as the Successful 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 Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

20. I/ We have studied the RFQ cum RFP Document carefully and also surveyed the project site and traffic. 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 DST or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.

21. I/ We offer a Bid Security of Rs. 1,20,00,000 (Rupees One Crore Twenty Lakhs only) to DST in accordance with the RFQ cum RFP Document.

22. The Bid Security in the form of a Fixed Deposit Receipt (FDR) / Bank Guarantee is attached.

23. I/ We agree and understand that the Proposal is subject to the provisions of the RFQ cum RFP Document. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Proposal is not opened or rejected.

24. I/ We agree and undertake to abide by all the terms and conditions of the RFQ cum RFP Document.

25. {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 occurrence of Financial Close in accordance with the Concession Agreement.}  

26. I/ We shall keep this offer valid for 300 (Three hundred) days from the Proposal Due Date specified in the RFQ cum RFP Document.

27. I/We certify that in terms of RFQ cum RFP Document, my/our Net Worth is ___________ (Rupees in words) and Average Turnover (strike out whichever is not applicable) is ___________ (Rupees in words) and the Aggregate Experience Score is ____________ (number in words).
In witness thereof, I/ We submit this Proposal under and in accordance with the terms of the RFQ cum RFP Document.

Yours faithfully,

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

Place: Name and seal of the Bidder/ Lead Member
Appendix 3: Format of Price Proposal

(Refer Clause 2.17.2)

Date:

To

Director State Transport,
Directorate of State Transport,
Government of Haryana,
2nd Floor, 30 Bays Building,
Sector – 17, Chandigarh,
Pin code- 160022

Re: Development of Bus Terminal Facility with Commercial Facility at NIT, Faridabad Project

We are pleased to submit our Price Proposal for the Development of Bus Terminal at NIT, Faridabad (“Project”). We have completely understood the scope of work for the Project and have reviewed all the terms and conditions of the Request for Qualification cum Request for Proposal (RFQ cum RFP) Document, including the draft Concession 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 RFQ cum RFP Document.

We agree to pay an Upfront Payment (“Upfront Payment”) equal to Rs_______________________________ (Rupees _________________________ only) for the aforesaid Project to DST as per the terms of draft Concession Agreement and we do not want any additional Grant from the Directorate of State Transport, Haryana.

The aforesaid Upfront Payment have been quoted by us after taking into consideration all the terms and conditions stated in the RFQ cum 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.

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 Bus Terminal Facility with Commercial Facility.

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

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Description</th>
<th>Bus Terminal Facility</th>
<th>Commercial Facility</th>
<th>Total</th>
<th></th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Unit</td>
<td>Total Cost (Rs. Lakhs)</td>
<td>Unit</td>
<td>Total Cost (Rs. Lakhs)</td>
<td>Grand Total (Rs. Lakhs)</td>
<td>(A)</td>
</tr>
<tr>
<td>1</td>
<td>Civil and Building Works:</td>
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<tr>
<td>2</td>
<td>Basement Construction</td>
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<td>3</td>
<td>Cost of Plant &amp; Machines</td>
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<tr>
<td></td>
<td>(i) Indigenous component</td>
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<tr>
<td></td>
<td>(ii) Imported components</td>
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<tr>
<td>4</td>
<td>Other Facilities Proposed:</td>
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<td></td>
<td>(i) Fire fighting</td>
<td></td>
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<td></td>
<td>(ii) Air-conditioning/ Ventilation</td>
<td></td>
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<td></td>
<td>(iii) CCTV Cameras</td>
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<td></td>
<td>(iv) Car scanner</td>
<td></td>
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<td></td>
<td>(v) IT enabled system (boom barrier based solution including centralized database management solution, VMS etc.)</td>
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<td></td>
<td>(vi) Others, if any</td>
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<tr>
<td>5</td>
<td>Erection and Commissioning Charges, if any:</td>
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<tr>
<td>6</td>
<td>Any Other Costs/ Misc.</td>
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<tr>
<td></td>
<td>Total</td>
<td></td>
<td></td>
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</tbody>
</table>

…………………………………………….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.
### Appendix 4: Format for Details of Bidder

#### Details of Bidder

*(Refer Clause 2.17.2)*

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

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

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

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

5. Note:
   - a) In case of a Consortium, the information above (1-4) should be provided for all the Members of the Consortium.
   - b) In case of Consortium the Joint Bidding Agreement, as envisaged in Clause 2.3.1 (g) should be attached to the Proposal.
   - c) Information regarding role of each Member should be provided as per table below:
**Table:**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Member</th>
<th>Role* (Refer Clause 2.3.1(d))(^5)</th>
<th>Percentage of equity in the Consortium (Refer Clauses 2.3.1(a) &amp; (c))</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
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<td>3.</td>
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<tr>
<td>4.</td>
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</tr>
</tbody>
</table>

*The role of each Member, as may be determined by the Bidder, should be indicated in accordance with instruction 4 at **Appendix 6**.

a) The following information shall also be provided for each Member of the Consortium

**Name of Bidder/ Member of Consortium**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Criteria</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Has the Bidder/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by it from participating in any project (BOT or otherwise)?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>If the answer to Sr. No. 1 is yes, does the bar subsist as on the date of Proposal?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>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 penalised due to any other reason in relation to execution of a contract, in the last three years?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

---

\(^5\) All provisions in curly parenthesis shall be suitably modified by the Bidder to reflect the particulars relating to such Bidder.
Appendix 5: Format for Technical Capacity of the Bidder

Technical Capacity of the Bidder
(Refer to Clauses 3.2 and 3.3 of this RFQ cum RFP Document)

<table>
<thead>
<tr>
<th>Type of Bidder</th>
<th>Member Code</th>
<th>Project Code</th>
<th>Category</th>
<th>Experience (Equivalent Rs. Crore)</th>
<th>Experience Score</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Payments made/received for</td>
<td></td>
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<td></td>
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<td>construction of Eligible</td>
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<td>Projects in Categories 3 and 4</td>
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<td>Payments made for development of</td>
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<td>Eligible Projects in Categories 1</td>
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<td>and 2</td>
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<td>Revenue appropriated from Eligible</td>
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<td>Projects in Categories 1 and 2</td>
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<td>Payments made for</td>
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<td>development of Eligible Projects</td>
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<td>in Categories 1 and 2</td>
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<td>Revenue appropriated from</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>Eligible Projects in Categories 1</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>and 2</td>
<td></td>
</tr>
</tbody>
</table>

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 2.3.4 and/ or by a project company eligible under Clause 3.2.3 (b). In case of Categories 1 and 2, include only those projects which have an estimated capital cost exceeding the amount specified in Clause 3.2.3 (c) and for Categories 3 and 4, include only those projects where the payments made/received exceed the amount specified in Clause 3.2.4.

# An 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 2.3.4, 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 6. Add more rows if necessary.

$ Refer Clause 3.2.1.

¥ 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 foreign currency to INR, the rate of conversion shall be in terms of Clause 2.14.
Appendix 6: Format for Financial Capacity of the Bidder

Financial Capacity of the Bidder
(Refer to Clause 3.4 of this RFQ cum RFP Document)

<table>
<thead>
<tr>
<th>Type of Bidder</th>
<th>Member Code</th>
<th>Average Turnover</th>
<th>Net Worth</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Year 1</td>
<td>Year 2</td>
</tr>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
</tr>
</tbody>
</table>

Single entity Bidder

Consortium Member

Total

For conversion of other currencies into rupees, refer Clause 2.14.

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.

For Member Code, see instruction at Appendix 5.

The Bidder should provide details of its own Financial Capacity or of an Associate specified in Clause 2.3.4.
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

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

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 5 (five) 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 2014-15), 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 2.3.1 (g) of this RFQ cum 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 6 specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth in accordance with Appendix 6 of this RFQ cum RFP Document.
### Details of Eligible Projects

*(Refer to Clauses 3.2 and 3.3 of this RFQ cum RFP Document)*

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

**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 3.2.3 and 3.2.4 of this RFQ cum 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 3.2.1 of the RFQ cum 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 5**. 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 2014-15**); 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 3.2.3 (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 3.2.4. 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. concession 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 3.2.3 and 3.2.4

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 3.2.3).

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 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, it should provide a certificate from its statutory auditor in the format below:

---

\[\text{In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary. Refer Clause 3.2.1 of the RFQ cum RFP Document.}\]
Certificate from the Statutory Auditor regarding PPP projects

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 ……..% of the total paid up and subscribed equity capital) of the project company from ………………... (date) to ……………….. (date)**. The project was/is likely to be commissioned on …………….... (date of commissioning of the project).

We further certify that the total estimated capital cost of the project is Rs. …………. crore (Rupees ………………...crore), of which Rs. …………. crore (Rupees ……………... crore) of capital expenditure was incurred during the past five financial years as per year-wise details noted below:

………………………
……………………

We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 3.2.1 and 3.2.3 (d) of the RFQ cum RFP Document during the past five financial years were Rs. …………. crore (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:

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.

Refer instruction no. 10 of Appendix 7.

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).”

Refer Clauses 3.2.1 and 3.2.4 of the RFQ cum RFP Document.
Certificate from the Statutory Auditor/Client regarding construction works

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)). The construction of the project commenced on ………………… (date) and the project was/is likely to be commissioned on ………………… (date, if any). It is certified that ………………… (name of the Bidder/Member/Associate) received/paid Rs. ………………… (name of project) by way of payment for the aforesaid construction works.

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

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 2.3.4, the Bidder should also provide a certificate in the format below:

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.

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 construction of the ………………… (name of Project) through ………………… (name of the contractor).

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.
Certificate from Statutory Auditor/ Company Secretary regarding Associate

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, 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 RFQ cum RFP Document.

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

{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.

---

\(^{a}\) 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.

\(^{b}\) 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.

\(^{c}\) Refer Clause 3.2.6 of the RFQ cum RFP Document.
Appendix 8: Format for Statement of Legal Capacity

Statement of Legal Capacity
(To be forwarded on the letterhead of the Bidder/Lead Member of Consortium)

Ref. Date:

To,

Dear Sir,

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

We have agreed that ………………….. (insert member’s name) will act as the Lead Member of our Consortium.*

We have agreed that ………………….. (insert individual’s name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFQ cum RFP Document. 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)
For and on behalf of……………………………..

* Please strike out whichever is not applicable.
Appendix 9: Format of Power of Attorney for Signing of Proposal

Power of Attorney for Signing of Proposal
(Refer Clause 2.2.3)

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 Proposal for the Development of Bus Terminal at NIT, Faridabad Project proposed or being developed by Directorate of State Transport, Haryana (the “DST”) including but not limited to signing and submission of all proposals, price proposal and other documents and writings, participate in Pre-Proposal and other conferences and providing information/responses to DST, representing us in all matters before DST, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our proposal, and generally dealing with DST in all matters in connection with or relating to or arising out of our proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with DST.

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
…………………………..
(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 10: Format for Power of Attorney for Lead Member of Consortium

(Refer Clause 2.2.4)

Whereas the Directorate of State Transport, Haryana ("DST") has invited proposals from interested parties for the Development of Bus Terminal at NIT, Faridabad 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 Qualification cum Request for Proposal Document (“RFQ cum 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 proposal for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

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

1. 

2. 

(Executants)

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

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- Also, wherever required, the 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 11: Format for Joint Bidding Agreement

Joint Bidding Agreement
(Refer Clause 2.3.1 (g))

(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. Directorate of State Transport, Haryana (“DST”), represented by its Director, DST and having its principal offices at 2nd Floor, 30 Bays Building, Sector – 17, Chandigarh, Pin code- 160 022 (hereinafter referred to as the “DST” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (the “Proposals”) by its Request for Qualification cum Request for Proposal Document dated .............(the “RFQ cum RFP”) for development, operation and maintenance of Bus Terminal at NIT, Faridabad Project (the “Project”) through public private partnership.

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 RFQ cum RFP Document and other bid documents in respect of the Project, and

The number of Parties will be shown here, as applicable, subject however to a maximum of 3 (three).
C. It is a necessary condition under the RFQ cum RFP Document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish thereof with the Proposal.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ cum RFP Document.

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 Successful Bidder and awarded the Project, it shall incorporate a Special Purpose Company (the “SPC”) under the Indian Companies Act, 2013 for entering into a Concession Agreement with DST 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 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 SPC shall become effective;

b) Party of the Second Part shall be {the Financial Member/ Technical Member/ Other Member of the Consortium;}

{ c) Party of the Third Part shall be the Financial Member/ Technical Member/ Other Member of the Consortium; and}

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 RFQ cum RFP Document and the Concession Agreement, till such time
as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

6. Shareholding in the SPC

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

First Party:
Second Party:
{Third Party:}

6.2 The Parties undertake that a minimum of 26% (twenty six percent) of the subscribed and paid up equity share capital of the SPC shall, at all times till the second anniversary of the date of commercial operation of the Project, be held by the Parties of the First, {Second and Third} Part whose experience and net worth and average annual turnover (strike out whichever is not applicable) have been reckoned for the purposes of qualification and short-listing of Bidders for the Project in terms of the RFQ cum RFP Document.

6.3 The Parties undertake that a minimum of 26% (twenty six percent) of the subscribed and paid up equity share capital of the SPC shall, at all times till the end of Concession Period of the Project, be held by the Party of the First Part. The Parties further undertake that a minimum of 26% (twenty six percent) combined of the subscribed and paid up equity share capital of SPV, shall, at all times till the end of second anniversary of COD, be held by Parties of {second and third} part.

6.4 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 organised, 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 authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this 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 organisational documents thereof;
(iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or
any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or 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;

(v) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the 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 Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by DST 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 DST.

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)

SIGNED, SEALED AND DELIVERED
For and on behalf of
SECOND PART by:
(Signature)
(Name)
(Designation)
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 legalised by the Indian Embassy and notarized in the jurisdiction where the Power of
Appendix 12: Format for Bank Guarantee for Bid Security

(Refer Clauses 2.9)

B.G. No. Dated:

1. In consideration of you, Directorate of State Transport, Haryana, having its office at 2nd Floor, 30 Bays Building, Sector – 17, Chandigarh, Pin code- 160 022, (hereinafter referred to as the “DST”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Proposal of …………………… (a company registered under the Companies Act, 1956) and having its registered office at ……………………… (and acting on behalf of its Consortium) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns), for the Development of Bus Terminal at NIT, Faridabad (hereinafter referred to as “the Project”) pursuant to the RFQ cum RFP Document dated …………… issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as “RFQ cum RFP Document”), we …………….(Name of the Bank) having our registered office at ……………………… and one of its branches at ……………………… (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.9.1 read with Clause 2.9.2 of the RFQ cum RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFQ cum RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to DST an amount of Rs. __________ (Rupees _______ only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFQ cum RFP Document.

2. Any such written demand made by DST stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFQ cum RFP Document shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of DST is disputed by the Bidder or not, merely on the first demand from DST stating that the amount claimed is due to DST by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the RFQ cum RFP Document including failure of the said Bidder to keep its Proposal open during the Proposal validity period as set forth in the said RFQ cum RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. __________ (Rupees __________only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 360 (Three hundred Sixty) days from the Proposal Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between DST and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that DST shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFQ cum RFP Document including, inter alia, the failure of the Bidder to keep its Proposal open during the Proposal validity period set forth in the said RFQ cum RFP Document, and the decision of DST that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between DST and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, DST shall be entitled to treat the Bank as the principal debtor. DST shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFQ cum RFP Document or to extend time for submission of the Proposal or the Proposal validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFQ cum RFP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFQ cum RFP Document or the securities available to DST, and the Bank shall not be released from its liability under these presents by any exercise by DST of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of DST or any indulgence by DST to the said Bidder or by any change in the constitution of DST or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for DST to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which DST may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of DST in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank’s liability under this Guarantee shall be restricted to Rs. ________ Crore (Rupees _________ Crore only). The Bank shall be liable to pay the said amount or any part thereof only if DST serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 360 days after the Proposal Due Date)].

Signed and Delivered by ……………………………. Bank

By the hand of Mr./Ms. ………………………….., its …………………. and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)
Appendix 13: Format of Facilities Compliance Statement

The undersigned agrees that in case the Bidder becomes the Concessionaire, it shall comply, observe and abide by the Design, Construction and O&M requirements as spelt out in this RFQ cum RFP (read together with the draft Concession Agreement, its Schedules and the Project Information Memorandum) for the construction of Project Facilities. The broad parameters are as set out below:

**Project Design Proposal Requirements – Checklist for Compliance**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Design/ Output Parameter</th>
<th>Mention details of the minimum provisions (including Article/ Clause number) as has been made/ considered in the Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Bus Terminal Facility</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>• Number of Bus Bays</td>
<td>17&lt;br&gt;• Idle Bus Parking Bays&lt;br&gt;• Basement/Underground Car Parking (ECS) 3&lt;br&gt;435</td>
</tr>
<tr>
<td>2.</td>
<td>Dimensions of Bus Bay (length and width)</td>
<td>• 14 m length and 3.5 m width&lt;br&gt;• Angular parking at 45° / 90°&lt;br&gt;• Separation between bays : 0.5 m</td>
</tr>
<tr>
<td>3.</td>
<td>Number of Entry and Exit points for buses</td>
<td>One Entry and one Exit</td>
</tr>
<tr>
<td>4.</td>
<td>Adda Fee /Entry Collection Points at Entry point for</td>
<td>• 2 at each Entry&lt;br&gt;• 2 at each Entry and Exit</td>
</tr>
<tr>
<td>5.</td>
<td>Maximum retrieval time (time taken) of a bus;</td>
<td>• 5 minutes&lt;br&gt;• 5 minutes</td>
</tr>
<tr>
<td>6.</td>
<td>Platform Area</td>
<td>As per URDPFI guidelines</td>
</tr>
<tr>
<td>7.</td>
<td>Ticketing Counters in Boarding area</td>
<td>As specified in the Schedule 1 of Concession Agreement</td>
</tr>
<tr>
<td>8.</td>
<td>CCTV Security Room</td>
<td>As specified in the Schedule 1 of Concession Agreement</td>
</tr>
<tr>
<td>9.</td>
<td>DST/Transport Department Office Space /Administration Office Space</td>
<td>As specified in the Schedule 1 of Concession Agreement</td>
</tr>
<tr>
<td>10.</td>
<td>Staff Amenities for Roadways including Rest area, Toilets, Lockers etc</td>
<td>As specified in the Schedule 1 of Concession Agreement</td>
</tr>
<tr>
<td>11.</td>
<td>Pre-Paid Auto Booths</td>
<td>4 numbers for each (5 Sq.m.)</td>
</tr>
<tr>
<td></td>
<td>Pre-Paid Taxi Booths</td>
<td>4 numbers for each (5Sq.m)</td>
</tr>
<tr>
<td>Sr. No.</td>
<td>Design/ Output Parameter</td>
<td>Mention details of the minimum provisions (including Article/Clause number) as has been made/considered in the Proposal</td>
</tr>
<tr>
<td>---------</td>
<td>--------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>12.</td>
<td>Toilet</td>
<td>Pls specify details</td>
</tr>
<tr>
<td></td>
<td>• Ladies</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Gentlemen</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Handicapped</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Baby Changing Room (Near Ladies Toilet)</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Waiting Area</td>
<td>As specified in the Schedule 1 of Concession Agreement</td>
</tr>
<tr>
<td>14.</td>
<td>Cloak Room</td>
<td>1 number</td>
</tr>
<tr>
<td></td>
<td>• Number</td>
<td>25 Sq.m</td>
</tr>
<tr>
<td></td>
<td>• Area</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Drinking Water fountains</td>
<td>1 for every 5 bus bays</td>
</tr>
<tr>
<td>16.</td>
<td>Seating Area</td>
<td>5 seats per bus bay</td>
</tr>
<tr>
<td>17.</td>
<td>Surface Parking - Number of ECS for</td>
<td>100 ECS</td>
</tr>
<tr>
<td></td>
<td>• Private Vehicles</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Autos</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Taxis</td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>Water supply : capacity of water storage facility</td>
<td>Pls specify details</td>
</tr>
<tr>
<td></td>
<td>• underground</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• overhead tanks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• for fire fighting (Water Tank)</td>
<td></td>
</tr>
</tbody>
</table>

**Instructions:**

1) Only where specified, bidder is required to mention the relevant detail against the particular parameter.

2) 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 14: Format of Non-Collusion Certificate

Non-Collusion Certificate
(on the Letter Head of Bidder/ Each Consortium Member)

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder/s and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated this ......................Day of ....................., 20......

........................................ Name of the Bidder

........................................ Signature of the Authorised Person

........................................ Name of the Authorised Person

Note:
  • To be executed by all the Members in case of Consortium.