

**Development of Transport Nagar at Tewar Village, Jabalpur
on DBFOT (Design, Built, Finance Operate and Transfer)
Basis under PPP Mode**

**Request for Qualification cum Proposal (RFP)
Volume II: Instruction to Bidders**

Issued By:

**The Executive Director
Jabalpur Smart City Limited (JSCL),
Jabalpur - 482001**

October 2017

Project Consultants:-



BENGAL SREI INFRASTRUCTURE DEVELOPMENT LIMITED
(A Joint Venture Company of WBIDC & SREI)



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Disclaimer

The information contained in this Request for Qualification cum Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Jabalpur Smart City Ltd (JSCL), is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or offer by the JSCL to the prospective Bidders or any other Person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Jabalpur Smart City Ltd in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for JSCL to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, especially the Project Information Memorandum, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends 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. JSCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

This RFP is being made available by the JSCL on the terms set out in this RFP. The possession or use of this RFP in any manner contrary to any applicable law is expressly prohibited. The Bidders shall inform themselves concerning, and shall observe and comply with, all applicable legal requirements.

This RFP is a summary of available information and no reliance shall be placed on any information or statements contained herein, and no representation or warranty, expressed or implied, is or will be made in relation to such information and no liability is or will be accepted by the JSCL, its respective advisors, consultants, contractors, servants and/or its agents in relation to the accuracy, adequacy or completeness of such information or statements made nor shall it be assumed that such information or statements will remain unchanged. The JSCL accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

Neither the information in this RFP nor any other written or oral information in relation to the selection process of the Bidder or otherwise is intended to form the basis of or the inducement for submission of the Bids by the Bidders or for any investment activity or any decision to enter into any contract or arrangement in relation to the Project and should not be relied as such. Neither JSCL, nor their employees or advisors or consultants shall be liable to any Bidder under any law including the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or

damage which may arise, or to be incurred, or suffered, in connection with this RFP, or any other information supplied by or on behalf of JSCL or its employees, advisors or consultants or otherwise arising in any way from the selection process mentioned in this RFP.

Nothing contained in this RFP is, or shall be relied upon as, a representation of fact or promise as to the future. Any summaries or descriptions of documents or contractual arrangements contained in any part of this RFP are only indicative and cannot be and are not intended to be comprehensive, nor any substitute for the underlying documentation (whether existing or to be concluded in the future), and are in all respects qualified in their entirety by reference to them.

This RFP outlines JSCL expectations in relation to the Bids to be submitted by the Bidders. The JSCL, its respective advisers, consultants, contractors, servants and/or agents do not accept any responsibility for the legality, validity, effectiveness, adequacy or enforceability of any documentation executed, or which may be executed, in relation to the Project or its operation and maintenance.

Nothing in this RFP shall constitute the basis of a contract which may be concluded in relation to the Project and its operations and maintenance nor shall such documentation/ information be used in construing any such contract. Each Bidder must rely on the terms and conditions contained in any contract, when, and if, finally executed, subject to such limitations and restrictions which may be specified in such contract.

Laws of the Republic of India are applicable to this RFP.

Each Bidder's acceptance of delivery of this RFP constitutes its agreement to, and acceptance of, the terms set forth in this Disclaimer.

The Jabalpur Smart City Ltd (JSCL), may, at its sole discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

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

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the JSCL or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the JSCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of th0065 Bid, regardless of the conduct or outcome of the bidding process.

Schedule of Bidding Process

1. Issue of Advertisement Notice inviting Tenders	:	13.10.2017
2. Issue of RFP	:	16.10.2017
3. Pre-Bid Meeting	:	27.10.2017
4. Last Date for Receipt of Queries	:	28.10.2017
5. Date for Response to Queries	:	05.11.2017
6. Last Date and Time for submission of Bids (Bid Due Date)	:	13.11.2017
7. Date and Time of Opening of Bids	:	14.11.2017
8. Date of Opening of Financial Bids	:	20.11.2017

The above schedule is indicative and subject to change by JSCL. Any change of the indicative time-lines shall be without any incidence of liability on JSCL.

Data Sheet

S. No.	Particulars	Details
1.	Project	Development of Transport Nagar at Tewar Village, Jabalpur on DBFOT (Design, Built, Finance Operate and Transport) Basis under PPP Mode.
2.	Location/Site of Land to be developed on PPP	Tewar Village, Jabalpur
3.	Nodal Department for project	Jabalpur Smart City Ltd (JSCL)
4.	Project Components	Refer to clause 1.1 of this RFP
5.	Development Obligations	Refer to clause 1.3 of this RFP
6.	Facilities to be provided by the Client, JSCL	Encumbrance Free land measuring 80.65 acres at Gram Tewar, Jabalpur with 4 laned access roads from NH- 12 and NH- 7.
7.	Estimated Project Cost of Facilities to be developed by Developer PPP (Indicative only)	Rs. 32.58 crores for Phase – I and Rs.12.00 crores for Phase – II, Total – Rs. 44.58 crores.
8.	Legal status of the Developer	The Developer shall be a Special Purpose Company incorporated by the Selected Bidder which shall undertake the implementation of the project.
9.	Concession Period	30 years
10.	Construction Period for Facilities	2 years each for Phase – I (initial 2 years) and Phase – II (11 th and 12 th years).
11.	Bid Evaluation Parameter	Highest Upfront Concession Fee and Annual Concession Fee combined.
12.	Applicable Approvals	All authorizations, consents, approvals, notifications and permissions and any license as directed by the JSCL as well as those required under Govt. of India and Govt. of Madhya Pradesh.
13.	Bid Validity	180 Days from the Due Date of Submission extendable by another 30 days upon request of JSCL.
14.	Bid Processing Fee/Tender Document cost	Non-refundable for Rs. 50,000 /- (Rupees Fifty Thousand Only) pay online at the time of purchase of document.
15.	Bid Security	Refundable amount of Rs.22,50,000 (twenty two lakhs fifty thousand Only) from a scheduled bank in India in the form of Demand Draft Drawn in favor of “Executive Director, Jabalpur Smart City Ltd,” payable at Jabalpur
16.	Validity of Bid Security	180 Days from the Due Date of Submission extendable by another 30 days upon request of JSCL.
17.	Financial Close	To be achieved within 180 days from the date of signing of concession agreement.
18.	Development Fee payable by Selected Bidder	Rs.2,41,95,000 /- (Rupees Two Crores Forty One Lakhs Ninety Five Thousand Only) plus Service Tax/GST at

S. No.	Particulars	Details
		<p>prevailing rates from a scheduled bank in India in the form of Demand Draft drawn in favor of “Executive Director, Jabalpur Smart City Ltd,” payable at Jabalpur</p> <p>This fee shall be payable by the Selected Bidder as per the RFP document within 30 days of issue of Letter of Acceptance by the Selected Bidder, before the signing of the Concession Agreement.</p>
19.	Performance Security	<p>Rs. 2,25,00,000 (Rupees Two Crores twenty five Lakhs Only) in the form of irrevocable and unconditional Bank Guarantee drawn on a scheduled bank in India, to be submitted at the time of signing the concession agreement, valid for a period of 12 years from effective date or completion of construction of Phase – II.</p>
20.	Signing of Concession Agreement	<p>Execution by the Special Purpose Company within 30 days from the date of issue of letter of Acceptance by Selected Bidder with payment of 50% of upfront Concession Fee, Development Fees and Performance Security being Preconditions to the same.</p>
21.	Pre-Bid Conference	<p>A Pre-Bid Conference will be organized on 27/10/17 at 1500 hours at following venue: Conference Hall, Jabalpur Smart City Ltd, Jabalpur.</p>
22.	Last Date of receipts of Bids	<p>13.11.2017 at 17:30 Hour in the office of the Executive Director , Jabalpur Smart City Ltd, Jabalpur.</p>

Definitions, Interpretations and Abbreviations

Definitions

In this RFP, unless the context otherwise requires, the following words, expressions and abbreviations shall have the following meanings:

‘Additional Facilities’ shall mean the facilities to be developed by the Developer in accordance with the provisions of clause 1.3.4;

‘Advisors’ shall mean the person or firm / agency, retained by the JSCL for advising the client on the project implementation;

‘Affiliate’ shall mean, in relation to the Bidder or any member of a consortium constituting a Bidder, a person who controls, is controlled by or is under the common control with such Bidder(s) (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 fifty one percent (51%) 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, whether by operation of law or by contract or otherwise);

‘Concession Fee’ shall mean the fee quoted by Bidders in their Bid payable to JSCL in consideration of grant of concession of the Project payable in two instalments, 50% on or before the signing of the Concession Agreement and 50% on or before the Financial Close;

‘Applicable Approvals’ shall mean all approvals, affiliations, clearances, consents, permissions, licenses, authorizations, no objection certificates, exemptions, recognitions required to be obtained from the Statutory Authorities prior to commencement of construction and later on operations of the Project under the Applicable Laws;

‘Applicable Laws’ shall mean all laws, brought into force and effect by the GoI and / or GoMP including rules, regulations, circulars, guidelines, policy initiatives and notifications made there under and judgments, decrees, injunctions, writs and orders of any court, applicable to this Project as may be enforced and are in effect during the subsisting of this Project;

"Approved Technical Drawings and Master Plan " or **"Approved TDMP"** means the detailed technical drawings approved by the JSCL for the phased development of the Facilities comprising of, inter-alia, business model, layout plans for Facilities and detailed drawings, and shall include any amendments to the Approved TDMP submitted by the Developer and approved by the JSCL;

‘Assets’ shall mean all movable and immovable property in the proposed Project Site;

‘Bid’ or Bid(s) shall mean the proposal (including Bids for Pre-Qualification and the Financial Bids) submitted by the Bidder(s) in response to the RFP;

‘Bidder/(s)’ or ‘Bidder(s)’ shall mean applicant to whom the RFP is issued and who has submitted his Bid in response to this RFP;

‘Bid Due Date’ or ‘Due Date for Submission’ shall mean the last date for submission of Bid in accordance with the Schedule of Bidding Process of this RFP;

‘Bid Evaluation’ shall mean evaluation of bids submitted by Bidders in response to the RFP for implementing the Project as per Section 3 of Volume II of this RFP;

‘Bid Security’ shall mean the security furnished by the Bidder in the form of a Demand Draft, as stipulated in Clause 2.20 of this RFP;

‘Bidding Process’ shall have the meaning ascribed to it under Clause 1.3 of this RFP;

‘Commercial Operation Date’ or ‘COD’ shall mean the date on which the JSCL or any of its nominated agency issues to the Developer a certificate to commence the commercial operations of the Project;

‘Concession Agreement’ shall mean the Concession Agreement to be executed by the Developer and JSCL in the form set out in Volume III of this RFP where under JSCL shall grant to the Developer, the Concession to implement the Project;

‘Conflict of Interest’ shall have the meaning assigned to the term in Clause 2.1.8;

‘Construction Period’ shall mean the Construction Period-Minimum Facilities, Construction Period-Minimum Development Obligations or the Construction Period – Additional Facilities, as the case may be;

‘Construction Period- Minimum Facilities’ shall mean the period commencing from the date of issue of the Construction Commencement Certificate and ending on the date of issue of the Completion Certificate for the Minimum Facilities;

‘Construction Period - MDO’ shall mean the period commencing from the date of issue of the Completion Certificate for the Minimum Facilities and ending on the date of issue of the Completion Certificate for the Minimum Development Obligations;

‘Construction Period - Additional Facilities’ shall mean the period commencing from the issue of the Completion Certificate for the Minimum Development Obligations and ending on the date of issue of the Completion Certificate for the Additional Facilities;

‘Consortium’ shall have the meaning ascribed to it as per Clause 2.2 and 2.3 of this RFP;

‘Consortium Member(s)’ shall mean the member of the Consortium;

‘Developer’ shall mean a Special Purpose Company formed by the Successful Bidder for Project Implementation which shall execute the Concession Agreement with the JSCL;

‘Development Fee’ shall mean the sum of **Rs. Rs.2, 41, 95,000 /- (Rupees Two Crores Forty One Lakhs Ninety Five Thousand Only) plus Service Tax/GST** paid by the Developer before or at the time of Execution of the Concession Agreement;

‘Effective Date’ shall mean the date of achieving Financial Close;

‘Execution Date’ shall mean the date of signing of the Concession Agreement;

‘Financial Bid’ shall have the meaning ascribed to it as per the Clause 3.2 of this RFP;

‘Financial Capacity’ shall mean the Pre-Qualification Criteria stipulated in Clause 3.1.2 of this RFP;

‘Financial Close’ shall mean the availability of funds (drawdown) under legally binding financing documents for completion of Minimum Development Obligations under the Concession Agreement.

‘Fraud and Corrupt Practices’ shall have the meaning ascribed to it as per Section 4 of Volume II of this RFP;

‘GoI’ shall mean Government of India; **GoMP** shall mean Government of Madhya Pradesh.

‘Good Industry Practice’ shall mean the recognized best practice methods and standards, to be followed by the Developer on any particular issue, requirements or in discharging his obligations here under the Agreement;

‘Lead Member’ shall mean a Company identified as the Lead Member of the Consortium at the time of submission of Bid and undertaking to maintain and maintaining at least 26% of voting rights/ stake in the Consortium and the Developer;

‘Facility’ shall mean each of the Truck Parking Bays – 500 nos in Phase -1, Boundary Wall, Toll Gate, 2 nos Weigh Bridge of 80T Capacity each, support services like warehouse, repair shops, petrol pumps, shops, lodging, restaurants and common infrastructure like internal roads, drainage, water supply, power to be designed, financed, developed, operated, maintained, managed and transferred by the Developer in accordance with the terms of Concession Agreement. The term “Facilities” shall mean all the Facilities together;

‘Minimum Development Obligations’ shall mean the facilities set out in 1.3.3 to be developed by the Developer;

‘Minimum Facilities’ shall mean the facilities set out in 1.3.3, to be developed by the Developer;

‘Operations Manual’ shall mean a document that defines all the commercially chargeable activities and services to be carried out at the proposed facility, and further describes the process flow & delivery mechanisms for the provision of these services;

‘Person’ shall mean means any individual, company, corporation, partnership, joint venture, trust, unincorporated organisation, Government or Governmental Authority or agency or any other legal entity;

‘Performance Security’ shall have the meaning ascribed to it under Clause 2.22 of this RFP;

‘Pre-Qualification Criteria’ shall mean the criteria stipulated in Clause 3.1 of this RFP;

‘Pre-Qualification Document’ shall have the meaning ascribed to the term in Clause 2.14.3;

‘Project’ shall mean design, finance, procurement, construction, development, operation, management, maintenance and transfer of the Facilities as per the terms of Concession Agreement;

‘Project Implementation’ shall mean the activities to be undertaken and services to be provided by the Developer under the Concession Agreement for implementing the Project and shall include, but not be limited to, design, finance, procurement, construction, construction, development, operation, management, and maintenance of Facilities, acquisition and/or procurement and/or lease of equipment, tools, machines, obtaining Applicable Approvals from the Statutory Authority, appointment of required staff and manpower for the provisions of Facilities etc. and provision of logistics related services through each Facility during the Concession Period;

‘Selected Bidder’ shall mean the Bidder/s who is declared as the successful bidder/s by JSCL pursuant to Bid evaluation process set forth in this RFP;

‘Special Purpose Company’ shall refer to mean the Company incorporated under the Indian Companies Act 1956 / 2013, by the Selected Bidder, which has executed Concession Agreement with JSCL, for the purpose of implementation of the Project;

‘Statutory Authorities’ shall mean empowered organisations, Government instrumentalities involved in control or regulations of the Project;

‘Technical & Financial Capacity’ shall mean the criteria as specified in Clause 3.1.1 of Volume II of this RFP;

‘Undeveloped Project Land’ shall mean such part of the Project Land in respect of which the Developer has not completed development in accordance with the Approved TDMP at the end of the Scheduled Construction Period-Additional Facilities.

Interpretation

1. All the headings and definitions are inserted solely for convenience of reference and are not intended as complete or accurate description of the content thereof.
2. Any terms not defined herein in this RFP but defined in the Concession Agreement, shall have the meaning ascribed in the Concession Agreement thereof.

Abbreviations

NOC	:	No Objection Certificate
O&M	:	Operation & Maintenance
PPP	:	Public Private Partnership
RFP	:	Request for Proposal
RFQ	:	Request for Qualification
TDMP	:	Technical Drawings & Master Plan
MDO	:	Minimum Development Obligations
SPC	:	Special Purpose Company

COD	Commercial Operations Date
PPP	Public Private Partnership
DBFOT	Design , Build , Finance , Operate , Transfer
MoU	Memorandum of Understanding
LoA	Letter of Award/Acceptance

1. INTRODUCTION

1.1. Background

JSCL proposes to set up a Transport Nagar at Tewar Village, Jabalpur, Madhya Pradesh in order to decongest the city traffic rising on the roads as well as to create integrated infrastructure facility for transporters. JSCL has already identified the site admeasuring 80.65 acres, located at Tewar Village, Jabalpur for the proposed Project where it proposes to Develop the facility on PPP mode having the following broad components :-

Truck Parking Bays – 500 nos in Phase -1 and another 500 nos in Phase- II, Boundary Wall, Toll Gate, 2 nos Weigh Bridge of 80T Capacity each, support services like warehouse, repair shops, petrol pumps, shops, lodging, restaurants and common infrastructure like internal roads, drainage, water supply, power etc.

This RFP is for the selection of the Developer for development of the Transport Nagar at Tewar Village, Jabalpur, Madhya Pradesh on Design, Built , Finance , Operate and Transfer (DBFOT) Basis under PPP Mode.

1.2. Developer Responsibilities

The Developer responsibilities will include but not but limited to:

- 1.2.1. Arrange and mobilize finances required for the Project within the prescribed time period (as prescribed in the Concession Agreement).
- 1.2.2. Undertake, at its cost, risk and expense, the design, procurement, construction and development of the Facilities in accordance with various requirements and within the time period specified, set out under Volume III: Draft Concession Agreement. This will also include, without limitation, development of common facilities for whole of Facilities (except those falling within the obligation of JSCL) requisite plant & machinery and other manpower required for smooth operation of Facilities.
- 1.2.3. Undertake, at its own cost, risk and expenses, operation, management and maintenance of Facilities for the Concession Period, in accordance with various requirements set out under Volume III : Draft Concession Agreement.
- 1.2.4. Bear all over-runs in construction cost and operational expenses or losses in operation of the Facility during the Concession Period to be met by the Developer.
- 1.2.5. Hand over/transfer the Site and Facilities thereon, free of cost and encumbrances, to JSCL on expiry or termination of the Concession Agreement.
- 1.2.6. Undertake any further obligation as set out under Volume III: Draft Concession Agreement and Project information Memorandum.

1.3. Development Obligations

1.3.1. The Development Obligations, to be developed on 40 acres of usable land out of the 80.65 acres at the disposal of the Selected Bidder, have been identified and segregated as follows:

- a. Minimum Facilities to be developed during Construction Period i.e. 2 years from Effective Date): The COD certificate will be given to the Developer on this basis. Any deviation from this will constitute an Event of Default.
- b. Minimum Development Obligation (MDO): Facilities which necessarily need to be created by the Developer within a period of 2 years before COD and after 10 years i.e. in the 11th and 12th year. Any deviation from this will constitute an Event of Default.

1.3.2 Technical Drawings and Master Plan: The Selected Bidder will be required to submit Detailed Technical Drawings (TDMP) along with proposed Master Plan as per the Technical Specifications provided in the Volume III: Draft Concession Agreement of this RFP including the zoning plan as defined in the Technical Specifications. This TDMP shall detail out his proposed plan for development of Facilities under various components, in keeping with the Minimum Facilities and Minimum Development Obligations as defined in clause 1.3.3 of this RFP, over the entire Concession Period. This will include the business model, layout plans for facilities and detailed drawings etc. The layout plans will need to be scalable to support various levels of development (i.e. Minimum Facilities, MDO and Additional Facilities) to the extent possible. JSCL will approve the Technical Drawings and Master Plan within a time limit of 45 days. In case JSCL does not take any decision within 45 days, the same will be deemed approved.

1.3.3 Component-wise Development Obligations:

S. No.	Component	Minimum Facilities (to be developed within 1 years from Effective Date) before COD	Minimum Facilities (to be developed within 2 years from Effective Date) before COD	Minimum Facilities (to be developed after 10 years from COD
1	Truck Parking Bays	500 nos		500 nos
2	Weigh Bridge of 80 T Capacity.	1 no	1 no	
3	Boundary Wall	Entire		
4	Toll Gate	1		
5	Warehouses	2500 sqmt	2500 sqmt	
6	Repair Shops			
7	Petrol Pumps	1 no		
8	Shops	As required	As required	
9	Lodging	As required	As required	
10	Restaurants	As required	As required	
11	Common Infrastructure – roads, drainage, water and power	As required	As required	As required

Notes:

1. In certain cases, where external approving agencies like Container Corporation require some of these facilities to be developed according to different specifications and in a different time frame, the specifications so provided by such agencies will supersede the provisions provided above. In case certain facilities are required to be developed by such approving facilities in an earlier time-frame, the developer will need to comply with such time frames, and will not be relieved of any responsibilities from any other development commitments indicated above.
- 1.3.4 **Additional Facilities:** This refers to facilities which the Developer can choose to create on the project site, other than the provisions as defined in Schedule on Technical Specifications in Volume III: Draft Concession Agreement of this RFP. This development is aimed to be achieved within a period of 2 (two) years from COD. In the event the Developer decides not to develop any Additional Facilities, the land, to the extent unutilized, will revert to the JSCL as described in the Concession Agreement.
- 1.3.5 **Operations Manual:** The Selected Bidder will be required to prepare an Operations Manual for the operation of the facility. This will be submitted for information to the JSCL before the Commercial Operations Date. Any subsequent additions or changes in the operations manual will also be informed in advance by the Developer to the JSCL.
- 1.4. Bidding Process
 - 1.4.1. JSCL intends to follow a single stage – two step bidding process for selection of the Developer for the Project comprising the following two steps:
 - (i) **Pre – Qualification Stage**

Technical & Financial Capacity assessment: The Bidders who meet the Technical and Financial Capacity requirements, as defined in Clause 3.1.1 and 3.1.2 shall pre qualify for opening of the Financial Bid.
 - (ii) **Financial Bid**

The Bidders qualifying at the Pre-Qualification Stage would be eligible for the second step i.e., the Financial Bid Step. The second step involves evaluation of the Financial Bids. The Financial Bids of only those Bidders shall be opened and evaluated who qualify at the Pre-Qualification Stage.
 - 1.4.2. The Project would be awarded to the Successful Bidder after evaluating the Financial Bids on the basis of the bidding criteria specified in this RFP document for the Project.
 - 1.4.3. The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the ‘Bid Due Date’ (as specified in the Schedule of Bidding Process).
 - 1.4.4. The Bid documents include the following volumes :-
 - (i) **Volume I:** Project Information Memorandum (PIM).
 - (ii) **Volume II :** Instruction to Bidders

(iii) **Volume III : Draft Concession Agreement**

Subject to the provisions of Clause 2.1.2, the aforesaid Bid Documents and any addenda issued subsequent to this RFP Document before the Bid Due Date will be deemed to form part of the Bid documents.

- 1.4.5. Bidder is required to deposit, along with its Pre-Qualification Documents a Bid Security of Rs.22,50,000 (twenty two lakhs fifty thousand Only) in the form of Demand Draft from a scheduled bank in drawn in favour of **“Executive Director, Jabalpur Smart City Ltd” encashable at Jabalpur** in order to bid for the Project. The validity period of the Bid Security shall not be less than 180 (one hundred and eighty) days from the Bid Due Date and may be extended by another 30 days if felt necessary. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.4.6. The Bidders are advised to examine and study the Project in great detail, and to carry out, at their own cost, such studies as may be required for submitting their respective Bids for the Project.
- 1.4.7. Bids must be received no later than **13.11.2017** in the manner specified in the RFP document at the address given below and JSCL shall not be responsible for any delay in receiving the Bids and reserves the right to accept/ reject any or all Bids without assigning any reason thereof.
- 1.4.8. The key dates and other particulars relating to the RFP are given in Data Sheet attached at the beginning of the RFP document. JSCL may at its discretion alter the schedule anytime during the process by giving due notice to all concerned.

2. INSTRUCTIONS TO BIDDERS

2.1. General Terms of Bidding

- 2.1.1. A Project Information Memorandum for the Project is being provided only as a preliminary reference document by way of assistance to the Bidders as Volume –I of the Request for Proposal (RFP). The Bidders are advised to carry out their own surveys, investigations, enquires, studies and other detailed examination before submitting their Bids. JSCL accepts no responsibility whatsoever for the information contained in Project Information Memorandum and the Project Information Memorandum does not confer any right on the Bidders, and JSCL shall have no liability whatsoever in relation to or arising out of any or all contents and information contained in Project Information Memorandum.
- 2.1.2. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Volume III: Draft Concession Agreement shall have overriding effect; provided, however, that any additional conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.1.3. The Financial Bids will be evaluated as per the criteria specified in Section 3 of this RFP.
- 2.1.4. The Bid should be submitted strictly as per the formats provided as appendices to this RFP.
- 2.1.5. The Bidder should submit a Power of Attorney as per the format at Appendix – III, authorising the signatory of the Bidder to submit the Bid.
- 2.1.6. In case the Bidder is a Consortium, all the members thereof shall authorize the Lead Member to act for and on behalf of the Consortium and furnish a Power of Attorney in favour of the Lead Member in the format at Appendix – II. However, notwithstanding the nomination of the Lead Member , all the members of the Consortium shall be jointly and severally responsible for ensuring Developer’s Project Implementation which responsibility shall be incorporated in the MoU (in the form appended to this RFP) to be submitted by the Bidder with the JSCL.

There shall be no change in the constituent of the Bidder or in the member of the Consortium after the submission of the Bid without the prior written approval of JSCL.

- 2.1.7. Any conditional Bid or Bid not in the manner provided in this RFP shall render the Bid liable for rejection as a non-responsive Bid.
- 2.1.8. 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, JSCL shall forfeit and appropriate the Bid Security, without prejudice to any other right or remedy that may be available to the JSCL hereunder or otherwise. A Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:
- i) such Bidder (or any constituent thereof) , its member (in case of Consortium) or Affiliate (or any constituent thereof) and any other Bidder (or any constituent thereof) , its member (in case of Consortium) or Affiliate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this

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- disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder (or a constituent thereof) , its member (in case of Consortium) or Affiliate (or any constituent thereof) in the other Bidder(s) (or any of its constituents) , its member (in case of Consortium) or Affiliate (or any constituent thereof) is less than [5%] of issued, paid up and subscribed capital thereof; or
- ii) such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or
 - iii) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - iv) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Bid of either or each of the other Bidder; or
 - v) any consortium member participates as a member in more than one consortium submitting a Bid; or
 - vi) a consortium member or its Affiliate submits a Bid as a single entity.
 - vii) any consortium member is an Affiliate of any other consortium member participating in any other Bidder,
 - viii) such Bidder has participated as a consultant to the JSCL in the preparation of any documents, design or technical specifications of the Project.

2.1.9. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the JSCL in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Developer, as the case may be, after issue of the LOA or execution of the Concession Agreement, 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 the JSCL, including the forfeiture and appropriation of the Bid Security, as the case may be, which the JSCL may have there under or otherwise, the LOA or the Concession Agreement shall be liable to be terminated without the JSCL being liable in any manner whatsoever to the Selected Bidder or Developer for the same

2.2. Eligibility of Bidders

- 2.2.1. The Bidder may be a single entity (“**Single Entity**”) or a consortium comprising of maximum 4 (Four) consortium members (hereinafter referred to as “**Consortium**”), coming together to undertake the Project. The term Bidder used hereinafter would therefore apply to both a Single Entity and/or a Consortium. The Selected Bidder would be required to incorporate a special purpose company under the Indian Companies Act, 1956 / 2013 to act as Developer which shall sign the Concession Agreement with JSCL and undertake the Project Implementation.
- 2.2.2. The Bidder shall be a Indian or a foreign company(ies) either individually or in consortium subject to compliance with applicable laws, policies and guidelines of Government of India as well as Government of Madhya Pradesh.
- 2.2.3 No single bidder relying on the capabilities of its foreign parent company for the purpose of qualifying the pre-qualification criteria shall be allowed. Such bids shall be rejected summarily.
- 2.2.4 In the case of a Consortium which intends to rely on the capabilities of foreign parent company of its member(s), that foreign parent company has to be member of consortium. Further, the

holding company shall maintain the holding/subsidiary relationship as defined in the Companies Act, 1956 / 2013, till a period of 12 years after the Commercial Operations Date of the Minimum Facilities or until the COD of the Minimum Development Obligations, whichever is later. Further, the holding/subsidiary company whose credentials had been drawn shall continue to provide requisite support to the Developer for such period for the successful implementation of the Project. Such parent company shall also submit an undertaking to this effect along with the Pre-Qualification Document.

Additionally, at least the Lead Member of the Consortium should be a Company incorporated in India registered under the Companies Act, 1956 and which has been conducting its business for atleast one (1) immediately preceding year.

2.3. Bids submitted by Consortiums

Bids submitted by a Consortium should comply with the following additional requirements:

- 2.3.1. Number of members in a Consortium would be limited to maximum of four (4) Consortium members
- 2.3.2. The Bid should contain all the material information, relating to each member, required for determining the eligibility of the Consortium.
- 2.3.3. All the consortium members together (including the Lead Member) shall hold 100% of the shares and voting rights in the Developer. Members of the Consortium shall nominate one (1) member as the Lead Member. The Lead Member of the Consortium shall hold the maximum share of the Developer among the shareholders of the Developer with a minimum of 26% shares and voting rights in the Developer until the date of completion of Minimum Development Obligations as defined in this RFP and Concession Agreement. The nomination of the Lead Member shall be supported by a Power of Attorney as per the format enclosed at Appendix II. Further, each of the other Consortium Members shall hold not less than 10% of the total issued, subscribed and paid-up shares and voting rights in the Developer until the date of completion of Minimum Development Obligations or 12 years from Commercial Operations Date whichever is later, as defined in this RFP and Concession Agreement. Further, the aggregate equity share holding of the entities comprising the Successful Bidder in the issued and paid-up equity share capital of the Developer shall not be less than Fifty One percent (51%) up to a period of 12 years after the Commercial Operations Date of Minimum Facilities or until the COD of the Minimum Development Obligations, whichever is later;
- 2.3.4. Members of the Consortium shall enter into and submit along with their Bid a Memorandum of Understanding (MOU) as per the format enclosed at Appendix XIII and duly notarized for the purpose of making and submitting the Bid.

2.4. Change in Ownership

By submitting the Bid, the Bidder shall be deemed to have acknowledged and agreed that:

- i) There shall be no change in the member of the Consortium after submission of the Bids except with the prior written approval of the JSCL;
- ii) The Lead Member of the Selected Bidder (in case of consortium) shall hold the maximum equity share of the Developer among the consortium members and also not less than 26% of the total paid up equity share capital in the Developer and each of the remaining entities

comprising the Successful Bidder shall each hold not less than 10% of the issued and paid up equity share capital of the Developer for a period of 12 years from the Commercial Operations Date of the Minimum Facilities or until the COD of the Minimum Development Obligations, whichever is later as per the terms of this RFP. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such there under.

2.5. Cost of Bid

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

2.6. Site Visit and Due Diligence

2.6.1 Each Bidder is advised to visit and inspect the Location/Site and its surroundings; and ascertaining for itself the location, surroundings, access, connectivity infrastructure, transport, project influence area, industrial zones in vicinity or any other matter considered relevant by it and conducting its own technical, financial and legal due diligence and obtain for itself on its own responsibility and cost, all information that may be necessary for preparing the Bid and entering into the Concession Agreement. Any failure to fully investigate the Site and other relevant conditions and any matters whatsoever shall not be a valid ground for a Bidder to alter its proposal after the submission of the Bid nor shall it relieve the Bidder from its responsibility for estimating properly the commercial potential of project, scope of work or cost of successfully executing the Project. However, in the event of any contradiction between the information provided in this RFP and information obtained by the Bidder by his own means, the information provided in this RFP shall prevail.

2.6.2 In the event, the Bidder wishes to undertake a visit to the Site or any part thereof, such Bidder shall inform JSCL by way of sufficient notice the name of the persons for this purpose, on or before No Site visit shall be permitted after

2.6.3 JSCL shall use every effort to procure that the Bidder and any of its personnel or agents are granted permission to enter the Site for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents, will exercise due care and will be responsible for personal injury or death or any other loss, damage, costs and expenses incurred as a result of such inspection. The Bidder, its personnel and agents will release and indemnify JSCL and its personnel, contractors and agents (including any employees, agents, consultants or other representatives) from and against all claims and liability imposed on or incurred by the JSCL, its contractors, and/or their respective personnel (including any employees, agents, consultants or other representatives) for, or in relation to, any act or omission on part of the Bidder or its personnel (including any employees, agents, consultants or other representatives) during such Site visit, including for any personal injury (whether fatal or otherwise), loss or damage, costs and expenses however caused, which, but for such planned or actual visit, would not have arisen. Any visit by the Bidder's representatives to the Site shall be coordinated through JSCL may, in its sole discretion, allot fixed days of the week for such Site visit.

2.7. Bidder's Responsibilities

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

- i) made a complete and careful examination of all three volumes of the RFP,
- ii) received all relevant information requested from JSCL,
- iii) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bid Documents or furnished by or on behalf of the JSCL in relation to the RFP;
- iv) satisfied itself about all matters, things and information in relation to this RFP necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in this RFP hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the JSCL, or a ground for termination of the Concession Agreement; and
- vi) Agreed to be bound by the undertakings provided by it under and in terms hereof.

JSCL 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 RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by JSCL.

2.8. Right to Accept any Bid and to Reject any or all Bids

- 2.8.1. Notwithstanding anything contained in this RFP, JSCL reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons whatsoever.
- 2.8.2. The JSCL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and ask for supplementary information or clarification from the Bidder as it may deem fit. Failure of the JSCL to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the thereunder.

2.9. Questions and Clarifications

- 2.9.1. Bidders requiring any clarification on the RFP may notify the JSCL in writing or by fax and e-mail. They should send in their queries at least 2 days before the date mentioned in the Pre-Bid meeting of Bidding Process in the following format:

S No.	Document and Clause	Existing provision	Clarification required	Suggested text	Rationale

Copies of JSCL response, including a description of the clarification sought, will be forwarded to all the Bidders. Such responses will be provided to all the Bidders without identifying the

originator of the original question or concern. No written or verbal response by JSCL will in any way be binding for JSCL with respect to this RFP.

No liability whatsoever will be admitted by JSCL, nor will a claim to JSCL be considered, with respect to errors or ambiguities contained in the RFP, which the Bidder should request JSCL to rectify.

2.9.2. Any Queries with respect to the project may be sent through fax/email/courier to the following:

**The Executive Director,
Jabalpur Smart City Ltd,
Manas Bhavan, Wright Town
Jabalpur – 482001 (Madhya Pradesh)
Phone No: 76111-36800
Email : commjabalpur@mpurban.gov.in, ceojscl@mpurban.gov.in**

2.9.3. The JSCL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the JSCL shall be deemed to be part of the RFP and shall be complied with by the Bidders while their Bids. Verbal clarifications and information given by JSCL or its employees or representatives shall not in any way or manner be binding on the JSCL.

2.10. Pre-Bid Conference & Clarifications

2.10.1. Pre-Bid conferences/meeting of the Bidders shall be convened on at hours at following address :

Jabalpur Smart City Ltd.,
Manas Bhavan, Wright Town
Jabalpur – 482001 (Madhya Pradesh)
Phone No: + 91 – 76111-36807

A maximum of three (3) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

2.10.2. During the course of Pre- Bid conferences/meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the JSCL and the same shall endeavour to provide clarifications and such further information as it may, at its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

2.11. Amendment of RFP

2.11.1. At any time prior to the deadline for submission of Bid, JSCL may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the RFP Document by the issuance of an Addendum.

2.11.2. Any Addendum thus issued will be pasted on the Authority website and will be sent in writing to all Bidders who have purchased the bid documents or attended the pre-bid conference and shall form part of this RFP.

Preparation and Submission of Bids

2.12. Language

The Bid and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language duly certified by the authorized person holding power of attorney and also notarized. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.13. Format and Signing of Bid

2.13.1. The Bidder would provide all the information as per this RFP. JSCL would evaluate only those Bids that are received in the required format and are complete in all respects in accordance with this RFP.

2.13.2. The Bid and its copies shall be typed or written in indelible ink. All the corrections and alterations, made to the Bid shall be initialled by the person(s) signing the Bid any non adherence of these instructions shall be declared invalid. However, no correction, erasures or overwriting is permissible in the Financial Bid.

2.14. Sealing and Marking of Bids

2.14.1. The Bidder shall submit the Bids as per the format specified Clause 2.14.3 below, and seal it in an outer cover and mark the outer cover as “**Bid for Development of Transport Nagar at Tewar Village, Jabalpur on DBFOT (Design, Built, Finance Operate and Transport) Basis under PPP Mode**”. The Bid shall be addressed to the officer as per details given in Clause 2.14.5.

2.14.2. The Bid is to be submitted comprising of two separate documents including the following:

Envelope A – Pre-Qualification Proposal

I. Pre-qualification Document: The Pre-Qualification Document shall contain the Technical and Financial Capacity Details along with the Cost of Bid Documents if the same is downloaded from the website and Bid Security. Details of these enclosures are given below.

Technical & Financial Capacity Details

- i) Letter of Bid (Appendix I).
- ii) If applicable, the Power of Attorney for Lead Member of Consortium in the prescribed format (Appendix – II) and Letter of Intent to form Consortium (Appendix IV).
- iii) Power of Attorney for signing of Bid in the prescribed format (Appendix – III).
- iv) Bidder Details as per the format (Appendix V).
- v) Technical Capacity details as per the format (Appendix VI).
- vi) Board Resolution for Bidding Entities (Appendix VIII).
- vii) Bank Guarantee Format for Performance Security (Appendix X).

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- viii) Anti-Collusion Certificate (Appendix XI).
 - ix) Project Undertaking (Appendix XII).
 - x) Memorandum of understanding (Appendix XIII); and
 - xi) Details of Relevant Experience claimed under Technical Capacity
 - xii) A copy of the three Volumes of the RFP with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (ii) hereinabove.

Financial Capacity Details

- i) Financial Capacity Details are per the format specified in Appendix VII.

All these enclosures shall be hard bound together numbered serially (Loose documents/papers will not be entertained). The document shall be submitted in ORIGINAL and ONE COPY, sealed and clearly labelled as the **“Pre-Qualification Document”**.

Each page of the COPY shall be initialled in blue ink by the authorised signatory.

Envelope B –Bid Security

- i) Bid Security as per Clause 2.20 enclosed separately in an envelope labelled “Bid Security”
- ii) This shall be accompanied by the Non-Refundable Bid Processing Fee/Tender Document fee of (Rs.50,000/-) Rupees Fifty Thousand Only as detailed in Clause 2.14.2.
- iii) RFP should be downloaded from website and receipt of payment shall be enclosed in an envelope labelled **“Bid processing Fee”**.

Any Bid not containing any of the above documents or envelopes shall be rejected.

Envelope C – Financial Bid

II. Financial Bid Document: The Financial Bid as per details given in Section 3 and format specified in Appendix IX shall be included.

The document should be sealed and clearly labelled as the **“Financial Bid”**.

2.14.3. The three envelopes shall together be sealed in one outer envelope and labelled as **“Bid for Development of Transport Nagar at Tewar Village, Jabalpur on DBFOT (Design, Built, Finance Operate and Transport) Basis under PPP Mode.”** and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.

2.14.4. The Bid shall be addressed to:

**The Executive Director,
Jabalpur Smart City Limited,
Manas Bhavan, Wirght Town**

Jabalpur – 482001 (Madhya Pradesh)

Phone No: 76111-36800

Email : commjabalpur@mpurban.gov.in, ceojscl@mpurban.gov.in

2.14.5. If the Bid Documents are not sealed and marked as instructed above, JSCL assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

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

2.15. Bid Due Date

2.15.1. Bids should be submitted before 15:00 hours IST on the Bid Due Date at the address provided in Clause 2.14.5 in the manner and form as detailed in this RFP.

2.15.2. The JSCL may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Bidders.

2.16. Late Bids

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

2.17. Modifications/Substitutions/Withdrawal of Proposals

2.17.1. The Bidder may, with prior approval of JSCL but before the Bid Due Date, modify, substitute or withdraw its Bids after submission, provided that written notice of the modification, substitution or withdrawal is received by JSCL at least 7 (seven) days before the Bid Due Date and time. No Bid shall be modified or substituted or withdrawn by the Bidder after the Bid Due Date.

2.17.2. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the requirements of this RFP, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

2.17.3. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the JSCL, shall be rejected.

2.17.4. Any correspondence after the Bid Due Date conveying any modifications of bid or stipulating any conditions for acceptance of the Bids by Bidder shall be summarily rejected. In such a case, the Bidders bid shall be rejected and the Bid Security of the Bidder shall be forfeited.

2.18. Validity of Bids

Each Bid shall be unconditional, firm and valid for a period of not less than 180 days from the Bid Due Date. Any Bid which have validity period less than that specified above shall be rejected by JSCL as being non-responsive.

In exceptional circumstances, if the process of selection of the Selected Bidder and issue of Letter of Award is not completed within the initial Bid validity of 180 days, the validity of the Bid shall stand extended for a further period of at least 30 days prior to the expiry of the initial period of 180 days, notify the Bidder accordingly and accordingly the validity of the Bid shall stand extended.

2.19. Correspondence with the Bidder

The JSCL shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

2.20. Bid Security

2.20.1. The Bidder shall deposit a Bid Security of **Rs.22,50,000** (twenty two lakhs fifty thousand Only), in accordance with the provisions of this RFP. The Bidder should submit the Bid Security in the form of **Demand Draft** from a scheduled Bank drawn in favor of “**Executive Director, JSCL**” and encashable at **Jabalpur**. The Bid Security should accompany the bid as specified in clause 2.14.3 of this RFP.

2.20.2. Any Bid not accompanied by the Bid Security shall be summarily rejected by the JSCL as being non-responsive.

2.20.3. The Bid Security of unsuccessful Bidders will be returned by the JSCL, without any interest, as promptly as possible upon selection of the Selected Bidder or when the Bidding process is cancelled by the JSCL. Bidders may by specific instructions in writing to the JSCL give the name and address of the Person who shall be authorised to collect the Bid Security along with his / her specimen signature duly attested by the authorised signatory.

2.20.4. The Selected Bidder’s Bid Security will be returned by JSCL, without any interest, upon the Developer furnishing the Performance Security as defined in clause 2.22 in accordance with the provisions thereof.

2.20.5. The JSCL shall be entitled to forfeit and appropriate the Bid Security in any of the events specified in Clause 2.20.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that JSCL will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.20.6. The Bid Security shall be forfeited and appropriated by the JSCL without prejudice to any other right or remedy that may be available to the JSCL hereunder or otherwise, under the following conditions:

2.20.6.1. If the Bid is rejected or the Bidder is disqualified by JSCL as per clause 2.23 or any other clause of this RFP.

2.20.6.2. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;

2.20.6.3. If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;

2.20.6.4. In the case of Selected Bidder, if it fails within the specified time limit, to incorporate the Developer and cause it to execute the Concession Agreement.

2.20.6.5. In case Developer fails to furnish the Performance Security within the period prescribed in the RFP and Concession Agreement.

2.21. Bid Variable

2.21.1. Upfront Concession Fee payable to the JSCL quoted by developer will be the first bid variable. The Developer shall quote the total Upfront concession payments that shall be paid to JSCL in two (2) instalments as below:

- 50% of the concession fee at the time of signing the Concession Agreement (Execution Date)

- 50% of the Concession Fee upon achieving Financial Close (Effective Date).

All the payment towards Upfront Concession Fee shall be made by Bidder through a Demand Draft from a scheduled bank drawn in favour of **“Executive Director, JSCL”** and payable at Jabalpur.

2.21.2 In addition to the above the second bid variable shall be Fixed Annual Concession Fee quoted by Bidder and payable to the JSCL in the form of Demand Draft from a scheduled bank drawn in favour of **“Executive Director, JSCL”** and payable at Jabalpur. The 1st Annual Concession Fee shall be paid after the one year from the date of achieving Financial Closure (“the Effective Date”) but before the end of the financial year in which Financial Closure has been achieved i.e. 31st March of that financial year; the amount payable shall be calculated pro rata for the months balance in that Financial Year. For subsequent years, the Fixed Annual Concession Fee shall be payable at the end of the Financial Year i.e. on or before the 31st March of the Financial Year. The Annual Concession Fee shall be incremented by 15% (fifteen percent) every 3rd year over that of the previous reset year during the Concession Period. However for avoidance of any doubt it is clarified here that the Concession period shall be calculated from the Effective Date i.e 180 days from the date of Signing of the Concession Agreement shall be treated as 1st Year of the Concession Period.

2.22. Performance Security

The Developer shall submit a Performance Security for an amount of **Rs. 2,25,00,000 (Rupees Two Crores twenty five Lakhs Only)**, in the form of Bank Guarantee drawn on any scheduled bank in India at the time of signing the concession agreement. The Performance Security will be valid for a period of 12 years from the Effective Date. The Performance Security shall be returned, if the same is not already invoked, after 12 years of Commercial Operations Date. A format for the Performance Security is provided in Appendix X.

2.23. Disqualifications

JSCL shall have the right, in its sole discretion (either during or after completion of the Bidding Process or after issuance of Letter of Award, to disqualify any Bidder on the grounds, including but not limited to, any one or more of the following grounds:

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- (a) declaration of any of the Consortium Members as ineligible due to Fraudulent Practices in any prior tender process in the past or black listing by JSCL or any other government authority(ies);
 - (b) The Bid not being accompanied by any supporting documents or annexes required to be submitted in accordance with the RFP;
 - (c) Submission by the Bidder of more than one Bid;
 - (d) Failure to comply with the requirements of the RFP or the Bid being non-responsive to the requirements of the RFP, for reasons including but not limited to the Bid not being signed, sealed or marked as stipulated in the RFP, not containing all the information as required in the RFP or in the format as specified in the RFP.
 - (e) Failure to receive the Bid Security in accordance with this RFP;
 - (f) If the Bid contains incorrect/ inaccurate/ incomplete/ misleading information, which in the sole opinion of JSCL is material information or if the Bid contains any misrepresentation;
 - (g) A Consortium Member is part of more than one Bidder, in which case each such Bidder shall be disqualified; and
 - (h) Any proposal received after the Bid Due Date.

3. EVALUATION OF BIDS & OBLIGATIONS OF SELECTED BIDDER

3.1. Pre-Qualification

3.1.1. To satisfy the Pre-Qualification requirement in addition to Bid eligibility criteria as prescribed in clause 2.2, the Bidders should possess the Technical & Financial Capacity as follows :

- a) Technical Capacity: The Bidder (Sole Bidder or at least one member of the Consortium) should have relevant experience as defined in clause 3.1.2 and
- b) Financial Capacity: Bidder (Sole Bidder or the Lead member of the Consortium) should have a Net worth of at least Rs.40 crores.

3.1.2. Relevant Experience

For the purpose of pre-qualification, the relevant experience is defined below:

Eligible bidder should have undertaken the role of developer or an operator of at least one project in any of the following categories:

- (i) Industrial parks
- (ii) SEZ
- (iii) Logistics Parks
- (iv) FTWZ
- (v) Container Freight Station / ICD
- (vi) Rail Terminal Operator
- (vii) Warehouse Developer / Operator
- (viii) Cold Storage Operator / Developer
- (ix) Any other Infrastructure Project (more than Rs. 50 crores in last 5 years ending 31st March, 2015.)

Further, in addition to above, the qualifying experience for any of the categories is defined below:

- (i) Industrial Parks**
 - a) The bidder should be a developer who should have developed industrial parks of area not less than 50 acres in last five years.
- (ii) For SEZ Players**
 - a) The bidder should be developer who should have developed multi commodity SEZ of area not less than 1,00,000 sq meter space in last five years.
- (iii) For Logistics Parks Developer and Operators**
 - a) The bidder should be either a developer or an operator who should have developed or operated Multimodal logistics parks in last five years of area not less than 30 acres or other Logistics park of area not less than 40 acres.

Where in

Multimodal logistics parks is defined as a facility with both road and rail access and logistics services for domestic / international operations.

Logistics parks is defined as area within which all activities relating to transport, logistics and the distribution of goods - both for national and international transit, are carried out by various operators on a commercial basis and has ability to provide value add services to end users. This may not necessarily be a multi-modal facility.

(iv) For FTWZ

- a) The bidder should be either developer or operator or both who should have last five years, developed or operated , an FTWZ of not less then 40 acres .

Where in

FTWZ is designated as a deemed foreign territory and is being used as an International Trading Hub with state-of-the-art infrastructure for warehouse, material handling and transportation equipment, commercial office space and one stop clearance for Imports and exports.

(v) Inland Container Depot / Container Freight Station Operator or Developer

- a) The bidder should have developed in last five years or be operating an ICD or CFS for last two years.

Where in

ICD and CFS are defined as a common user facility with public authority status equipped with fixed installations and offering services for handling and temporary storage of import/export laden and empty containers carried under customs control and with Customs and other agencies competent to clear goods for home use, warehousing, temporary admissions, re-export, temporary storage for onward transit and outright export.

An ICD is generally located in the interiors (outside the port towns) of the country away from the servicing ports. CFS, on the other hand, is an off dock facility located near the servicing ports which helps in decongesting the port by shifting cargo and Customs related activities outside the port area. CFSs are largely expected to deal with break-bulk cargo originating/terminating in the immediate hinterland of a port any may also deal with rail borne traffic to and from inland locations.

(vi) Rail Terminal Operator / Container Train Operator

- a) The bidder should for at least last two year, either be operating a terminal with independent rail access on land that is either owned or taken on lease for the explicit purpose of operating a rail terminal, or should have at least 5 container rakes owned by him

(vii) Warehouse Developer/Operator

- a) The bidder should be either developer or operator who should have developed in last five years or operated a warehouse for last two years. The area covered by scope of responsibility of operator or developer should not be less then 30 acres either in one

location or minimum of 50 acres at ten multiple locations. Wherein at least 50% of the overall warehousing developed by the bidder should be of “A” class variety

Where in

“A” Class Warehouse is defined as one with pre fabricated steel frame structure , one with either concrete flooring with or with out epoxy flooring , parking area , provision for water harvesting , minimum 10% skylights.

(viii) Cold Storage Operator

- a) The bidder should be either a developer or operator who should have experience of more than two year in developing or operating multi commodity cold storage facility of area not less then 2500 square meter.

Wherein

Cold Storage is defined as one in which the wall and ceiling of the rooms are constructed using pre-fabricated, self supported, sandwich panels insulated with rigid polyurethane foam (PUF-free of CFC) of 80/100mm thickness as per specifications. Where foam is injected using high-pressure equipment in a precise proportion. The foam density is to be strictly controlled to provide excellent thermal insulation, strength and stability. The facing material (lamination) adhesion to foam should be excellent and should have adhesive strength substantially higher than the tear strength of the foam imparting good structural strength to the composite construction. The dimensions of the panel should be stable over a temperature range of minus 60 deg. Centigrade to 100 deg. Centigrade.

Pre-Qualification Criteria would be absolute and all Bidders meeting the Pre-Qualification Criteria (“**Pre-Qualified Bidders**”) would qualify for the next stage i.e., the evaluation of the Financial Bid.

The Bidder should furnish details of Technical & Financial Capacity as on the date of submission of the RFP as per **Appendix VI and VII**.

In addition to the above, Bidders must enclose information (**Appendix V**) on the following:

- i. Incorporation certificate for proof of registration (Sole Bidder or the Lead member in case of a consortium)
- ii. Company profile and experience for each consortium member
- iii. Details of relevant experience
- iv. Any experience of undertaking similar projects in India.

3.2. Financial Bid

The Financial Bid of only the Pre-Qualified Bidders shall be opened and evaluated.

3.2.1. The Financial Bid shall be furnished in the format at **Appendix – IX** and shall consist of the Upfront Concession Fee to be paid to JSCL in accordance with this RFP and provisions of the Concession Agreement.

3.2.2. The Project will be awarded to the Pre-Qualified Bidder quoting the highest Upfront Concession Fee and Annual Concession Fee added together.

3.2.3. The opening of Financial Bids and acceptance thereof shall be substantially in accordance with this RFP.

3.2.4. The proposed Concession Agreement shall be deemed to be part of the Bid.

3.3. Opening of Bids

3.3.1. JSCL would open the Bids (for Pre-Qualification of Bidders) at 16:00 Hours IST on the Bid Due Date mentioned in the Schedule of Bidding Process, for the purpose of evaluation.

3.3.2. JSCL would subsequently examine and evaluate Bids in Accordance with the criteria set out above.

3.3.3. JSCL reserves the right to call for supporting documentation to verify the data provided by Bidders, at any time during the Bidding Process. The Bidder in such cases would need to provide the requested clarification / documents promptly and within the stipulated time failing which the Bidder is liable to be disqualified at any stage of the Bidding Process.

3.3.4. Information relating to the examination, clarification, evaluation, and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process or is not a retained professional advisor advising the JSCL in relation to, or matters arising out of, or concerning the Bidding Process or required to be submitted as per the existing laws or upon request by any judicial or quasi judicial authority. JSCL will treat all information submitted as part of Bid in confidence and would require all those who have access to such material to treat the same in confidence. JSCL will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.

3.4. Tests of Responsiveness

3.4.1. Prior to evaluation of Bids, JSCL will determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive if the Bid:

3.4.1.1. is received by the Bid Due Date (including any extension thereof in accordance with the RFP) ; and

3.4.1.2. is accompanied by all the information and documents required to be submitted with the Bids in accordance with the requirements of this RFP; and

3.4.1.3. is not liable to be disqualified under Clause 2.23 or any other clause of this RFP; and

3.4.1.4. is accompanied by the Bid Fee and Bid Security in the manner provided in this RFP; and

3.4.1.5. the validity period of the Bid Security is not shorter than the period prescribed in this RFP; and

3.4.1.6. is not conditional or revocable; and

3.4.1.7. generally complies with all the conditions of the RFP.

All Bids not satisfying the above requirements shall be deemed to be non-responsive.

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- 3.4.2. JSCL reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by JSCL in respect of such Bids.
- 3.4.3. To facilitate evaluation of Bids, JSCL may at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 3.5. Selection of Selected Bidder
- 3.5.1. The Pre-Qualified Bidder quoting the combined highest Upfront Concession Fee and Annual Concession Fee shall be declared as the Selected Bidder (the "Selected Bidder").
- 3.5.2. In the event that two or more Pre-Qualified Bidders quote the same combined Upfront Concession Fee and Annual Concession Fee, (the "Tie Bidders"), then JSCL shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.5.3. In the event that the highest Pre-Qualified Bidder withdraws or is not selected for any reason in the first instance (the "first round of bidding"), the JSCL may invite all the remaining Pre-Qualified Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid highest Bidder (the "second round of bidding"). If in the second round of bidding, only one Pre-Qualified Bidder matches the highest Bidder, it shall be the Selected Bidder. If two or more Pre-Qualified Bidders match the said highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said highest Bidder in the second round of bidding, the said third highest bidder shall be the Selected Bidder.
- 3.5.4. In the event that no Pre-Qualified Bidder offers to match the highest Pre-Qualified Bidder in the second round of bidding as specified in Clause 3.5.3, the Authority may, in its discretion, invite fresh Bids (the "third round of bidding") from all Bidders except highest Bidder of the first round of bidding, or select the second highest bidder in the first round of bidding as the Selected Bidder or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such bids shall be eligible for consideration which are higher than the Bid of the second highest Pre-Qualified Bidder in the first round of bidding.
- 3.6. Obligations of Selected Bidder
- 3.6.1. After selection, a Letter of Award (the "LOA") shall be issued, to the Selected Bidder by the JSCL and the Selected Bidder shall, within 30 days of the receipt of the LOA, shall submit the Letter of Acceptance to the JSCL. In the event the Letter of Acceptance by the Selected Bidder is not received by the stipulated date, JSCL may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.7. Pre-conditions to signing the Concession Agreement
-

Within 30 days of receipt of the Letter of Acceptance by JSCL from the Selected Bidder, the Developer shall execute the Concession Agreement with JSCL. The execution of the Concession Agreement shall be subject to the following pre-conditions having been fulfilled by the Developer:

- 3.7.1. Special Purpose Company: The Selected Bidder will form a Special Purpose Company which shall sign Concession Agreement with JSCL.
- 3.7.2. Development Fees: The Developer shall be required to make a payment of Rs. 2,41,95,000 (Rupees Two Crores Forty One Lakhs and Ninety – Five Thousand) only plus Service Tax as applicable as Project Development Fee, in the form of a Demand Draft in favour of **“Executive Director, JSCL”** drawn on any Scheduled Bank payable at Jabalpur .
- 3.7.3. Upfront Concession Fee: The Developer shall be required to pay 50% of Upfront Concession Fee quoted in one single instalment, as prescribed in clause 2.21.1.
- 3.7.4. Performance Security: The Developer shall submit a Performance Security as prescribed in clause 2.22.

In the event the Developer fails to achieve any of the pre-conditions as described above, JSCL would be entitled to forfeit the Bid Security of the Developer and have the right to award the Project to the next Highest Bidder (H2). The decision of JSCL in this regard will be final and binding.

3.8. Pre-conditions to Effective Date

The Developer shall, within 180 days of execution of the Concession Agreement achieve the following:

- 3.8.1. Remaining Concession Fees: The Developer shall be required to pay Remaining Concession Fee quoted in one single instalment, as prescribed in clause 2.21.1.
- 3.8.2. Technical Drawings and Phasing Plan: The Developer shall be required to submit and get approved by JSCL, Technical Drawings and Phasing Plan as per clause 1.3.2.
- 3.8.3. Financial Close: The Developer shall achieve Financial Close for the Project.

3.9. Contact during Bid Evaluation

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

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders, the Selected Bidder and the Developer 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, JSCL shall reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Developer, as the case may be, if it is found that the Bidder or Developer, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the JSCL shall forfeit and appropriate the Bid Security or any type of Performance Security and Guarantees submitted by the Bidder and the Upfront Concession Fee, Annual Concession Fee, as the case may be, without prejudice to any other right or remedy that may be available to the JSCL hereunder or otherwise.
- 4.2 Without prejudice to the rights of the JSCL under Clause 4.1 hereinabove and the rights and remedies which the JSCL may have under the LOA or the Concession Agreement, if a Bidder or Developer, as the case may be, is found by the JSCL 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 Developer shall not be eligible to participate in any tender or RFQ or RFP issued by the JSCL during a period of 2 (two) years from the date such Bidder or Developer, as the case may be, is found by the JSCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the JSCL 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 there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the JSCL shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the 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 the JSCL 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 ;

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

5. MISCELLANEOUS

- 5.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Madhya Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 5.2 The JSCL, at its sole discretion and without incurring any obligation or liability, reserve the right, at any time, to;
- i) 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;
 - ii) consult with any Bidder in order to receive clarification or further information;
 - iii) retain any information and/ or evidence submitted to the JSCL by, on behalf of, and/ or in relation to any Bidder; and/ or 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.
- 5.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the JSCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

APPENDICES

I. Format for Letter of Bid

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

Dated :

**The Executive Director,
JABALPUR SMART CITY LTD
Jabalpur – 482001 (Madhya Pradesh)**

Sub: Bid for “**Development of Transport Nagar at Tewar Village, Jabalpur on DBFOT (Design, Built, Finance Operate and Transport) Basis under PPP Mode**”

Dear Sir,

Being duly authorized to represent and act on behalf of _____ (hereinafter referred to as "the Bidder"), and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby expresses its interest and apply for qualification for the “**Development of Transport Nagar at Tewar Village, Jabalpur on DBFOT (Design, Built, Finance Operate and Transport) Basis under PPP Mode**”.

We are enclosing our Proposal, in one Original and one Copy, with the details as per the requirements of the Bid Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Bid are complete, true and correct in every detail.

We confirm that the Bid is valid for a period of 180 days from the Bid Due Date and shall be further extended if requested from your end and is unconditional.

In addition, we understand the following:

1. The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for the [development, construction, Management] of the aforesaid Project.
4. I/ We shall make available to the JSCL any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the JSCL to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/ We declare that:

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- a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the JSCL.
 - b) I/ We do not have any conflict of interest in accordance with Clauses 2.1.8 of the RFP document;
 - 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 Section 5 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the JSCL 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 Clause 5 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.8 of this RFP document.
 9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(ies) the Net Worth criteria and meet(s) the requirements as specified in the RFP document and are/ is qualified to submit a Bid in accordance with the RFP
 10. I/ We declare that we/ any Member of the Consortium, are/ is not a Member of a/ any other Consortium submitting a Bid for the Project.
 11. I/ We certify that in regard to matters other than security and integrity of the country, we 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 have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

Yours faithfully,

(Signature of Authorised Signatory)

(Name, Title and Address of the Bidder)

Company Seal and Stamp

II. Power of Attorney for Lead Member of Consortium

(On Non-judicial Stamp Paper of Rs. 100 duly attested by notary public)

POWER OF ATTORNEY

Whereas JSCL has invited Bids from interested parties for the “**Development of Transport Nagar at Tewar Village, Jabalpur on DBFOT (Design, Built, Finance Operate and Transport) Basis under PPP Mode**”

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Bid Document and other connected documents in respect of the Project, and Whereas, it is necessary under the Bid Document for the members of the Consortium to nominate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all such acts, deeds and things as may be necessary in connection with or incidental to the Consortium’s proposal for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s. _____, and M/s. _____ (the respective names and addresses of the registered office) do hereby constitute, appoint and authorize M/s. _____ as the Lead Member of the Consortium and as our attorney, to do on behalf of the Consortium, all or any of such acts, deeds or things as may be necessary in connection with or incidental to the Consortium’s proposal for the Project, including submission of Bid/ proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with JSCL, or any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Concession Agreement is entered into with JSCL.

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

Dated this _____ Day of _____ 200_.

(Executants)

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

Company seal & stamp

Note:

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1. *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.*
 2. *The executant(s) should submit for verification the extract of the charter documents and documents such as Board Resolution and Power of Attorney in favour of the person executing this Power of Attorney in favour of the Lead Member.*

III. Format for Power of Attorney for Signing Bid

(On Non-judicial Stamp Paper of Rs. 100 duly attested by notary public)

POWER OF ATTORNEY

Know all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. _____ (name and address of residence) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for “**Development of Transport Nagar at Tewar Village, Jabalpur on DBFOT (Design, Built, Finance Operate and Transport) Basis under PPP Mode**”, including signing and submission of all documents and providing information/ responses to JSCL, representing us in all matters before JSCL, and generally dealing with JSCL in all matters in connection with our proposal for the said Project.

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

For -----

(Signature)
(Name, Title and Address)

Accepted

(Name, Title and Address of the Attorney)

Company seal & stamp

Notes:

- To be executed by the sole Bidder or the Lead Member in case of a Consortium duly supported by a Board Resolution*
- 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, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

IV. Letter of Intent to form Consortium

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

Dated *****

To,
**The Executive Director,
JABALPUR SMART CITY LTD
Jabalpur – 482001 (Madhya Pradesh)**

Sub: Bid for “**Development of Transport Nagar at Tewar Village, Jabalpur on DBFOT (Design, Built, Finance Operate and Transport) Basis under PPP Mode.**”

Sir,

We, hereby convey our intent to form a consortium with and for the successful development of the captioned project. The Lead member of the Consortium will be with% equity commitment. The other members of the consortium will hold equity as follows:

S. No.	Consortium Member	Equity Holding (%)

We commit to provide the following appendices and documents before the RFP submission deadline:

1. Appendix III – The Power of Attorney for Signing Authority
2. Appendix II – The Power of Authority for Lead Member of Consortium
3. Appendix XIII – Duly notarized MOU of the Consortium.

The mode of execution of the Power of Attorney would be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the consortium members and when it is so required the same would be under common seal affixed in accordance with the required procedure.

The consortium members would submit for verification the extract of the charter documents and documents such as Board Resolution and Power of Attorney in favour of the person executing this Power of Attorney in favour of the Lead Member.

Yours faithfully,

(Signature of Authorised Signatory)

(Name, Title and Address of the Bidder)

Company seal & stamp

V. Format for Bidder Details

1. Basic:

- 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 roles and responsibilities in this Project:

3. Name, Designation, Address and Phone Nos. of Authorized Signatory of the Bidder

- a) Name:
- b) Designation:
- c) Company:
- d) Address:
- e) Telephone No:
- f) E-mail Address:
- g) Fax No:

4. Details of individual (s) who will serve as the point of contact / communication for *****

5. within the Company

- a) Name:
- b) Designation:
- c) Address:
- d) Telephone No.
- e) E-mail address:
- f) Fax No.

6. In case of Consortium:

- a) The information above (1-4) should be provided for all the Members of the Consortium
- b) Information regarding role of each Member should be provided as per table below:

S. No.	Name of Member	Role of the Member*
1		
2		
3		
4		

*Specify whether Lead Member, Associate Member

(Signature of Authorised Signatory)

Company seal & stamp

VI. Format for Technical Capacity

<p>Type of Relevant Experience and Capacity of the Bidder</p> <p>Furnish Detailed Information for each project claimed in format as below:</p>	
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Applicant Type	S.No	Project category as per clause 3.1.1 of RFP	Project Started Date & End Date	Relevant Details including capacity, project cost and other information for each project
(1)		(2)	(3)	(4)
Single Bidder	a			
	b			
Consortium Member 1	a			
	b			
Consortium Member 2	a			
	b			
Consortium Member 3	a			
	b			
Consortium Member 4	a			
	b			

VII. Format for Financial Capacity

Name of Bidder/Member :.....

Role of Bidder/Member..... (Specify whether it is a Single Entity, Lead Member or Member of the Consortium.)

Balance-Sheet

(in Rs.)

S. No	In Rupee, at the end of concerned Financial Year	FY 2012–2013	FY 2013 – 2014	FY 2014 – 2015
	Paid up Equity (A)			
	Contributions (B)			
	Reserves (C)			
	Revaluation Reserves (D)			
	Miscellaneous Expenditure not written off (E)			
	Accrued Liabilities (F)			
	Net Worth = (A+B+C-D-E-F)			

Net Cash Accruals

(in Rs.)

S. No	In Rupee, at the end of concerned Financial Year	FY 2012–13	FY 2013 – 14	FY 2014 – 15
	Turnover /Income from Operations/Revenue (A)			
	Operating Cost (B) =(C+D+E)			
	Employees cost (C)			
	Admin and General Cost (D)			
	Other Costs (E)			
	Depreciation (F)			
	Interest (G)			
	Provisions (H)			
	Profit Before Tax I = (A-B-F-G-H)			
	Tax Paid (J)			
	Profit After Tax K (I – J)			
	Net Cash Accruals (K+F)			

Note: This information should be extracted from the Annual Financial Statement/Balance Sheet which should be enclosed and the response sheet shall be certified by the Statutory Auditor of the Single Entity of the Consortium Member.

VIII. Board Resolution for Bidding Entities

Format for Lead Member

“RESOLVED THAT approval of the Board be and is hereby granted to join the consortium with _____, _____ and _____ (name and address of the consortium members) for joint submission of bids to JSCL for “Development of Transport Nagar at Tewar Village, Jabalpur on DBFOT (Design, Built, Finance Operate and Transport) Basis under PPP Mode” called the “Project”.

“RESOLVED FURTHER THAT the “draft” Memorandum of Understanding (“MoU) to be entered into with the consortium partners (a copy whereof duly initialled by the Chairman is tabled in the meeting) be and is hereby approved.”

“RESOLVED FURTHER THAT Mr. _____ (name), _____ (designation) be and is hereby authorised to enter into an MoU, on behalf of the company, with the consortium members and to sign the bidding documents on behalf of the consortium for submission of the bidding documents and execute a power of attorney in favour of the Company as Lead Member.”

Format for Members

“RESOLVED THAT approval of the Board be and is hereby granted to join the consortium with _____, _____ and _____ (name and address of the consortium members) for joint submission of bids to JSCL for **Development of Transport Nagar at Tewar Village, Jabalpur on DBFOT (Design, Built, Finance Operate and Transport) Basis under PPP Mode.**

“RESOLVED FURTHER THAT the “draft” Memorandum of Understanding (“MoU) to be entered into with the consortium partners (a copy whereof duly initialled by the Chairman is tabled in the meeting) be and is hereby approved.”

“RESOLVED FURTHER THAT Mr. _____ (name), _____ (designation) be and is hereby authorised to enter into an MoU with the consortium members and execute a power of attorney in favour of _____ to act as the Lead Member”

IX. Format for Financial Bid

Dated:

To,
The Executive Director,
JABALPUR SMART CITY LTD
Jabalpur – 482001 (Madhya Pradesh)

Sub: Bid for “**Development of Transport Nagar at Tewar Village, Jabalpur on DBFOT (Design, Built, Finance Operate and Transport) Basis under PPP Mode**”

Dear Sir,

With reference to your RFP document dated *****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project.

1. The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for the [design, finance, construction, operation and maintenance] of the aforesaid Project.
4. I/ We shall make available to the JSCL any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of JSCL to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.
 - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.1.8 or any other clause of the RFP document;
 - (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 RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.8.1 of the RFP document.

9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(ies) the Net Worth criteria and meet(s) the requirements as specified in the Clause 3.1 of the RFP document.

10. I/ We declare that we/ any Member of the Consortium, are/ is not a Member of a/ any other Consortium submitting a Bid for the Project.

11. I/ We certify that in regard to matters other than security and integrity of the country, we 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 have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

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 the Authority of the same immediately.

15. [We acknowledge that our Consortium/ proposed Consortium is eligible and was pre-qualified and short-listed on the basis of Eligibility and Pre-Qualification criteria specified in the RFP.]

16. [I/We acknowledge and agree that in the event of a change in control of an Associate , I/We shall inform the JSCL forthwith along with all relevant particulars and the JSCL 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 the Authority being liable to us in any manner whatsoever.]

17. I/We hereby irrevocably waive any right which we may have at any stage of law or howsoever otherwise arising to challenge or question any decision taken by JSCL 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.

18. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

19. I/We have studied all the Bidding Documents carefully and also surveyed the project site and minimum facilities in our scope. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the JSCL or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.

20. The [upfront Concession Payment and Annual Fixed Concession Fee] has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs [and volumes] and after a careful assessment of the site and all the conditions that may affect the Bid.

21. I/We offer a Bid Security of Rs. **Rs.22, 50,000** (twenty two lakhs fifty thousand Only) to JSCL in accordance with the RFP Document.

22. The Bid Security in the form of a **Demand Draft** is attached.

23. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened.

24. I/We hereby submit our Bid and offer an Upfront Concession Payment of Rs. _____ only and Annual Fixed Concession Payment of Rs. _____ only for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

27. I/We agree to keep this offer valid for 180 days from the Bid Due Date and further extend the validity for another 30 days beyond the initial 180 days specified in the RFP.

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

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

Yours faithfully,

Date: (Signature of the Authorised signatory)

Place: (Name and designation of the of the Authorised signatory)
Name and seal of Bidder/Lead Firm

X. Bank Guarantee format for Performance Security

(To be issued by a Bank, as defined in Clauses 2.22 of this RFP)

1. In consideration of the *****” which expression shall include any entity which ***** having agreed, interalia, to consider the bid of(hereinafter referred to the “Developer” which expression shall include their respective successors and assigns) furnished in accordance with the terms of the Request for Proposal/s for the Project envisaging..... (hereinafter called the “Agreement”) in lieu of the Developer being required to make a cash deposit, we[name of the Bank and address of the issuing branch], hereinafter called the “Bank” which expression shall include our successors and assigns, as to bind ourselves our successors and assigns do at the instance of the Developer hereby unconditionally and irrevocably undertake to pay as primary obligor and not as surety only to ***** without protest or demand and without any proof or condition the sum of Rs. Crores (in words)
2. We, the Bank, do hereby unconditionally and irrevocably undertake to pay forthwith , the amounts due and payable under this Guarantee without any delay or demur merely on a written demand from JSCL stating that the amount claimed is due by reason of Developer’s default under the Agreement. Any such demand made on the Bank by JSCL shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, the Bank’s liability under ‘this Guarantee shall be restricted to an amount not exceeding Rs Crores (in words)..
3. We, the Bank unconditionally undertake to pay to JSCL any money so demanded under this Guarantee notwithstanding any dispute or disputes raised by the Developer or any other party including in any suit or proceeding pending before any court or tribunal relating thereto or any instructions or purported instructions by the Developer or any other party to the Bank not to pay or for any cause to withhold or defer payment to JSCL under this Guarantee. The Bank’s liability under this Guarantee is irrevocable, unconditional, absolute and unequivocal. The payment so made by the Bank under this Guarantee shall be a valid discharge of the bank’s liability for payment hereunder and the Developer shall have no claim against the Bank for making such payment
4. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect up to and until 3.00 pm on the date which falls 12 years beyond the Execution of the Concession Agreement i.e.(hereinafter called “the End Date”). Unless a demand or claim under this Guarantee is made on the Bank by JSCL in writing on or before the said End Date the Bank shall be discharged from all liability under this Guarantee thereafter.
5. We, the Bank further agree with JSCL that it shall have the fullest liberty without the Bank’s consent and without affecting in any manner the Bank’s obligation hereunder to vary any of the terms and conditions of the Agreement or to extend or postpone the time of performance by the Developer or any other party from time to time or postpone for any time or from time or postpone for any time or from time to time any of the powers exercisable by JSCL against the Developer or any of them and to enforce or to forbear from enforcing any of the terms and conditions relating to the Agreement and the Bank shall not be relieved from its liability by reason or any forbearance act or omission on the part of JSCL, or any indulgence given by JSCL to the Developer or any other party or by any such matter or thing whatsoever which under the law relating to securities would, but for this provision, have the effect of so relieving the Bank.

-
6. To give full effect to the obligations herein contained, ***** shall be entitled to act against the Bank as primary obligor in respect of all claims subject of this Guarantee and it shall not be necessary for ***** to proceed against the Developer or any other party before proceeding against the Bank under this Guarantee and the Guarantee herein contained shall be enforceable against the bank as principal obligor.
 7. This Guarantee will not be discharged or affected in any way by the liquidation or winding up or dissolution or change of constitution or insolvency of any individual member of the Developer or any other party or any change in the legal constitution or insolvency of the Developer or any other party or any change in the legal constitution of the Bank or *****.
 8. We, the bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of JSCL writing.
 9. The Bank has full authority to issue this Guarantee and the person executing and delivering this Guarantee on behalf of the Bank has full authority to execute and deliver the same.

Notwithstanding anything contained herein.

- Our liability under the Bank Guarantee shall not exceed Crores (in word).
- The Bank Guarantee shall be valid upto [date], 201_.
- Unless acclaimed or a demand in writing is made upon us on or before _____, all our liability under this guarantee shall cease.

IN WITNESS WHEREOF THE BANK HAS SET ITS HANDS HERETO ON THE DAY, MONTH AND YEAR MENTIONED HEREUNDER.

Signed and Delivered

On behalf of(Bank name)

(Signature)

(Date)

by the hand of Mr / Ms.....

(name of authorised signatory)

Designation

Address of the controlling office of the issuing branch with phone number and fax number to be provided.

Note: Authenticated copy of Letter of Authority authorising the signatory of this guarantee to execute the same to be enclosed herewith).

XI. Format for Anti – Collusion Certificate

[To be submitted on the letter heads of the bidders separately]

Anti-Collusion Certificate

Date: -----

**The Executive Director,
JABALPUR SMART CITY LTD
Jabalpur – 482001 (Madhya Pradesh)**

Sub: Bid for “Development of Transport Nagar at Tewar Village, Jabalpur on DBFOT (Design, Built, Finance Operate and Transport) Basis under PPP Mode”

Sir,

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

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 Bid.

Dated this _____ Day of _____, 201_

Name of the Bidder

Signature of the Authorised Person

Note:

To be submitted by each Member in case of Consortium.

XII. Format for Project Undertaking

A – Single Bidder

[To be submitted on the letter heads of the bidders separately]

Date: -----

**The Executive Director,
JABALPUR SMART CITY LTD
Jabalpur – 482001 (Madhya Pradesh)**

Sub: Bid for “**Development of Transport Nagar at Tewar Village, Jabalpur on DBFOT (Design, Built, Finance Operate and Transport) Basis under PPP Mode**”

Sir,

We have read and understood the Bid Document in respect of the captioned project provided to us by the JSCL.

We hereby agree and undertake as under:

- a) Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unqualified and unconditional in all respects.
- b) We are not barred by the Government of India, any State Governments or their Departments or Agencies or their Corporations, Undertakings, from participating in any projects (PPP or otherwise).

Dated this _____ Day of _____, 201.....

Name of the Bidder

Signature of the Authorised Person

Company seal & stamp

B – Consortium

[To be submitted on the letter heads of the bidders separately]

Date: -----

**The Executive Director,
JABALPUR SMART CITY LTD
Jabalpur – 482001 (Madhya Pradesh)**

Sub: Bid for “Development of Transport Nagar at Tewar Village, Jabalpur on DBFOT (Design, Built, Finance Operate and Transport) Basis under PPP Mode”

Sir,

We have read and understood the Bid Document in respect of the captioned project provided to us by the JSCL.

We hereby agree and undertake to be an exclusive member of the consortium and not a member of any other consortium nor an independent Bidder, bidding for this project and has submitted only one (1) Bid in response to this RFQ cum RFP.

Dated this _____ Day of _____, 201.. .

Name of the Bidder

Signature of the Authorised Person

Company seal & stamp

XIII. Format of Memorandum of Understanding

(On Non – judicial stamp paper of Rs 100/- or such appropriate document duly attested by notary public)

This Memorandum of Understanding (MOU) entered into this _____ day of _____ 201 at _____ Between _____ (hereinafter referred as” _____”) and having office at _____, India Party of the First Part *And* _____ (hereinafter referred as” _____”) and having office at _____, India **Party of the Second Part**

The parties are individually referred to as **Party** and collectively as **Parties**.

WHEREAS JSCL has invited Request for Proposal (RFP) from entities interested in “**Development of Transport Nagar at Tewar Village, Jabalpur on DBFOT (Design, Built, Finance Operate and Transport) Basis under PPP Mode**” (hereinafter referred as “Project”).

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties’ rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. In the event that the consortium is declared the Selected Bidder by the JSCL , the Parties will form a Special Purpose Company (SPC) as required by the RFP with the shareholding commitments expressly stated therein. The said SPC shall not undertake any other business during the Concession Period, to domicile the Project prior to the start of implementation of the Project.
2. That the equity share holding of the Parties in the issued and paid up capital of the SPC shall not be less than as Specified under Evaluation Criteria Mentioned in RFP Document during the Concession Period.
3. That M/s _____, and M/s _____, who are Members of the Consortium commit to hold the following equity stake in the SPC which are in line with the requirements of Clause 3 of Evaluation criteria of the RFP Document at all times during the Concession Period

Name of Member	Type of Member	% of Shareholding

-
4. That the shareholding commitments shall be recorded in the Concession Agreement and that any dilution in the equity holding by the Parties in the SPC shall be as per the provisions of the Concession Agreement that will be executed on award of the Project to us.
 5. That there shall be no change in the lead member during the entire Concession Period.
 6. That the Parties shall carry out all responsibilities as Developer in terms of the Concession Agreement.
 7. That the roles and the responsibilities of each Party at each stage of the Bidding shall be as follows:

Name of Member	Type of Member	Role & Responsibility

8. That the Parties shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Concession Agreement to be executed on award of the Project.
9. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously. They shall not negotiate with any other party for this Project.
10. That this MOU shall be governed in accordance with the laws of India and courts in Jabalpur shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MOU to be duly executed on the date and year above mentioned.

Witness:

1. First Party
2. Second Party

Company seal & Stamp

XIV. Proposed Site Layout & Land Details

Specific Documentation related to land is provided below: