

**STATE INFRASTRUCTURE AND INDUSTRIAL DEVELOPMENT
CORPORATION (SIIDCUL)**

GOVERNMENT OF UTTARAKHAND

Request for Proposal

**Development of Truck Terminal,
Pantnagar, Uttarakhand**

_____ **2016**

State Infrastructure and Industrial Development Corporation (SIIDCUL)
Office: Plot No.-29, IIE (IT Park), Sahastradhara Road, Dehradun- 248001
Phone _____, Fax: _____

Disclaimer

The information contained in this Request for Proposal (“RFP”) Document or subsequently provided to Bidder, whether verbally or in documentary form by or on behalf of the State Infrastructure & Industrial Development Corporation of Uttarakhand Limited (SIIDCUL) (“Government Representatives”) or any of their employees or advisors, is provided to the Bidder on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.

This RFP Document is not an agreement and is not an offer or invitation by the Government Representatives to any party other than the Applicants who are qualified to submit the Proposal (Bidders). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their proposals. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the Government Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources. The Government Representatives, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document.

The Government Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

Contents of RFP Document

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Part I
INSTRUCTIONS TO BIDDERS

1. Bidding Procedure

A. General

Scope of Proposal

- 1.1.1** State Infrastructure and Industrial Development Corporation (SIIDCUL) (the “Authority”) is engaged in the development of Integrated Industrial Estate, Pantnagar, Uttarakhand and as part of this endeavour, the Authority has decided to undertake development and operation of the Truck Parking at Integrated Industrial Estate, Pantnagar, Uttarakhand (the “Project”) through Public Private Partnership (the “PPP”) on Design, Build, Finance, Operate and Transfer (the DBFOT”) basis. The Authority owns a land admeasuring about 3339 Acres as Industrial Estate, Pantnagar at National Highway no NH 87 out of which land admeasuring about 8 acres has been allotted for the development of the Project. (the “Site”).
- 1.1.2 State Infrastructure and Industrial Development Corporation (SIIDCUL), (hereinafter referred to as “SIIDCUL”, “Authority”) invites detailed proposals (Other Submissions and Price Proposal, together referred to as ‘Proposal’) from Qualified Applicants, for Development and operation of Truck Terminal at Integrated Industrial Estate in an area of about 8 acres, Pantnagar in partnership with a suitably identified investor under a DBFOT (Design, Build, Finance, Operate and Transfer) structure (the “Project”).
- 1.1.3** The proposed “Truck Terminal” project shall provide integrated facilities of high way transport functions, such as, truck parking facility, communication & networking, amenities and facilities to drivers transport agency offices etc.
- 1.1.4 The aforesaid area shall be handed over on as-is-where-is basis.
- 1.1.5 The **Concession period** would be Fifteen (15) years of Operations & maintenance **excluding** one year Construction period and Financial Close.
- 1.1.6 The Proposals would be evaluated on the basis of the evaluation criteria set out in this RFP Document (“Evaluation Methodology”) in order to identify the successful Bidder for the Project (“Successful Bidder”). The Successful Bidder would then have to enter into a suitable agreement with SIIDCUL and perform the obligations as stipulated therein, in respect of the Project.

1.2 Eligible Bidders

- 1.2.1 Bidders who fulfil the pre qualification criteria indicated in clause 1.24.2 are eligible to submit Technical and Financial Proposal in response to this RFP Document. Bidders shall acknowledge receipt of this RFP Document and notify their intention to bid for the Project in the format provided as Appendix 1.
- 1.2.2 Bidders shall provide such evidence of their continued eligibility to the satisfaction of SIIDCUL, as the SIIDCUL may reasonably request.
- 1.2.3 A Power of Attorney for signing of Proposals needs to be furnished in favour of the Authorised Signatory as per format provided in Appendix - 6.
- 1.2.4 Consortium is not allowed.

1.3 Change in Composition of the Bidder

- 1.4.1 Any change in composition of the Bidder after the Pre Qualification stage would be at the sole discretion of SIIDCUL and with prior written permission of SIIDCUL.

1.4 Number of Proposals

- 1.5.1 Each Bidder shall submit only one (1) Proposal for the Project in response to this RFP Document. Any entity, which submits or participates in more than one Proposal for the Project will be disqualified and will also cause the disqualification of Consortium in which it is a member.

1.5 Proposal Preparation Cost

- 1.6.1 The Bidder shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the bidding process. SIIDCUL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.

1.6 Contents of RFP Document

- 1.7.1 The RFP Document consists of 2 Parts as listed below and would include any addenda issued in accordance with Clause 1.9.

Part I	Instructions to Bidders
Part II	Draft Concession Agreement

1.7 Clarifications

- 1.7.1 Bidders requiring any clarification on the RFP Document may notify SIIDCUL in writing or by facsimile within such date as specified in the Schedule of Bidding Process. Based on its sole discretion, SIIDCUL may forward to all Bidders, copies of SIIDCUL response, including a description of the enquiry but without identifying its source.

Contact Person : _____

Phone : _____

Fax: _____

Email : _____

1.8 Amendment of RFP Document

- 1.9.1 At any time prior to the Proposal Due Date, SIIDCUL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP Document by the issuance of Addenda.
- 1.9.2 Any Addendum thus issued will be sent in writing to all the Bidders who have received and acknowledged the RFP Document and will be binding upon them. Bidders shall promptly acknowledge receipt thereof to SIIDCUL.
- 1.9.3 In order to afford Bidders reasonable time in which to take an Addendum into account, or for any other reason, SIIDCUL may, at its own discretion, extend the Proposal Due Date.

B. Preparation and Submission of Proposal

1.9 Language and Currency

- 1.10.1 The Proposal and all related correspondence and documents shall be written in the English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by an appropriate translation into English. Supporting materials that are not translated into English may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
- 1.10.2 The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

1.10 Bid Security

1.11.1 Proposals would need to be accompanied by a Bid Security for an amount of Rs 10 Lakhs (Rs Ten Lakhs only) in the form of a Bank Guarantee drawn on any Scheduled Bank in favour of “The Managing Director, SIIDCUL”. Bid Security can also be in form of a demand draft in favour of “The Managing Director, SIIDCUL” payable at Pantnagar.

1.11.2 The Bid Security shall be kept valid through the Proposal Validity Period and would be required to be extended if so required by SIIDCUL.

1.11.3 The Bid Security shall be returned to unsuccessful Bidders within a period of thirty (30) days from the date of announcement of the Successful Bidder. The Bid Security submitted by the Successful Bidder shall be released upon furnishing of the Performance Security in the form and manner stipulated in the Draft Concession Agreement.

1.11.4 The Bid Security shall be forfeited in the following cases:

- (a) If the Bidder withdraws its Proposal except as provided in Clause 1.20;
- (b) If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; and
- (c) If the Successful Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by SIIDCUL.

1.11 Validity of Proposal

1.12.1 The Proposal shall indicate that it would remain valid for a period not less than nine (9) months from the Proposal Due Date (Proposal Validity Period). SIIDCUL reserves the right to reject any Proposal that does not meet this requirement.

1.12.2 Prior to expiry of the original Proposal Validity Period, SIIDCUL may request that the Bidders extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder agreeing to the request will not be allowed to modify its Proposal, but would be required to extend the validity of its Bid Security for the period of extension and comply with Clause 1.11 of this document in all respects.

1.12.3 The Successful Bidder shall extend the Proposal Validity Period till the date of execution of the Concession Agreement.

1.12 Project Inspection / Site Visit

1.12.1 The Bidder may carry out Project Inspection / Site Visit at any time at their own cost.

1.13 Bidder's Responsibility

1.13.1 The Bidder is expected to examine carefully the contents of all the documents provided after proper site visit. Failure to comply with the requirements of RFP Document will be at the Bidder's own risk.

1.13.2 It would be deemed that prior to the submission of Proposal, the Bidder has:

- (a) made a complete and careful examination of requirements, and other information set forth in this RFP Document & site;
- (b) received all such relevant information as it has requested from SIIDCUL; and
- (c) made a complete and careful examination of the various aspects of the Project including but not limited to:
 - (i) the Project site
 - (ii) existing facilities and structures
 - (iii) space availability
 - (iv) water availability
 - (v) the conditions of the access roads and utilities in the vicinity of the Project Site
 - (vi) conditions affecting transportation, access, disposal, handling and storage of the materials
 - (vii) clearances obtained by SIIDCUL for the Project; and
 - (viii) all other matters that might affect the Bidder's performance under the terms of this RFP Document.

1.13.3 SIIDCUL shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

1.14 Pre-Proposal Meeting

1.14.1 To clarify and discuss issues with respect to the Project and the RFP Document, SIIDCUL may hold Pre-Proposal meeting/s on date specified in the schedule of bidding process.

1.14.2 Prior to the Pre-Proposal meeting/s, the Bidders may submit a list of queries and propose deviations, if any, to the Project

requirements and/or the Draft Concession Agreement. Bidders must formulate their responses and forward the same to SIIDCUL at least seven (7) days prior to the meeting. SIIDCUL may amend the RFP Document based on inputs provided by Bidders that may be considered acceptable in its sole discretion.

1.14.3 Bidders may note that SIIDCUL will not entertain any deviations to the RFP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP Document with all its contents including the Draft Concession Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

1.14.4 SIIDCUL will endeavour to hold the meeting as per Schedule of Bidding Process. The details of the meeting will be separately communicated to the Bidders.

1.14.5 Attendance of the Bidders at the Pre-Proposal meeting is not mandatory. However, subsequent to the meeting, SIIDCUL may not respond to queries from any Bidder who has not attended the Pre-Proposal meeting.

1.14.6 All correspondence / enquiries should be submitted to the following in writing by fax /post / courier:

The Managing Director,
State Infrastructure and Industrial Development Corporation
(SIIDCUL),
Office: 29, IIE (IT Park), Sahastradhara Road,
Dehradun-248001.

1.14.7 No interpretation, revision, or other communication from SIIDCUL regarding this solicitation is valid unless in writing and is signed by Managing Director, SIIDCUL or its authorised representative. SIIDCUL may choose to send to all Bidders, written copies of SIIDCUL's responses, including a description of the enquiry but without identifying its source to all the Bidders.

1.15 **Format and Signing of Proposal**

1.15.1 Bidders would provide all the information as per this RFP Document and in the specified formats. SIIDCUL reserves the right to reject any Proposal that is not in the specified formats.

1.15.2 The Proposal should be submitted in 2 parts:

Part 1 : Technical Proposal, which would include:

- i. Covering Letter cum Project Undertaking as per Appendix 2 stating the Proposal Validity Period
- ii. Format for Anti-Collusion Certificate as per Appendix 3
- iii. Details of Applicant as per Appendix 4
- iv. Bank Draft or Bank Guarantee for Bid Security as per Appendix 4
- v. Power of Attorney for Signing of Proposal as per Appendix 6
- vi. Financial Capability as per Appendix 9
- vii. Bank Draft/receipt, towards cost of RFP Document or copy of the receipt, if hard copy of RFP is purchased
- viii. Experience of Operation of Parking for atleast 5 years
- ix. Registration certificate of company/firm.
- x. Balance sheet of last three financial years i.e 2012-13,2013-14,2014-15.
- xi. Networth certificate of atleast 5.00 cr. issued from nationalised bank
- xii. Document fee/receipt
- xiii. EMD amounting to Rs. 10.00 lacs in favour of MD, SIDCUL.
- xiv. Average Annual Turnover of the bidder should be atleast Rs. 150.00 lacs in last three financial years i.e 2012-13,2013-14,2014-15.

Technical Capability as per format set out in Appendix 10, 10A and 10B

Part 2 : Financial Proposal as per the format set out in Appendix 5

1.15.3 The Bidder shall prepare only one original of the documents comprising the Proposal as described in Clause 1.17.

1.15.4 If the Proposal consists of more than one volume, Bidder must clearly number the volumes and provide an indexed table of contents.

1.15.5 The Proposal and the copy shall be typed or printed in indelible ink and the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person/s signing the Proposal.

1.16 Sealing and Marking of Proposals

1.16.1 The Bidder shall seal the Key Submissions, Technical Proposal and the Financial Proposal in separate envelopes, duly marking the envelopes as “TECHNICAL PROPOSAL” and “FINANCIAL

PROPOSAL”. These envelopes shall then be sealed in an outer envelope.

1.16.2 Each envelope shall indicate the name and address of the Bidder

1.16.3 The envelopes shall clearly bear the following identification:

**“Proposal for Development and Operation of Truck Parking at
Integrated Industrial Estate, Pantnagar on Design, Build, Operate
and Transfer (DBOT) basis”**

**“To be opened by Tender Opening Committee only”
and**

**“Submitted by
Name, Address and Contact Phone No. of the Bidder”**

1.16.4 The envelope shall be addressed to:

The Managing Director,
SIIDCUL,
29, IIE, (IT Park), Sahastradhara Road,
Dehradun
Phone 2708100, Fax: 2708109

1.16.5 If the envelope is not sealed and marked as instructed above, the Proposal may be deemed to non-responsive and would be liable for rejection. SIIDCUL assumes no responsibility for the misplacement or premature opening of such Proposal submitted.

1.17 **Proposal Due Date**

1.17.1 Proposals should be submitted from 1100 hrs IST to 1500 hours IST on the Proposal Due Date as mentioned in the Schedule of Bidding Process, to the address provided in Clause 1.16.4 in the manner and form as detailed in this RFP Document. Proposals submitted by either facsimile transmission or telex will not be acceptable.

1.17.2 SIIDCUL, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum in accordance with Clause 1.9.

1.18 **Late Proposals**

1.18.1 Any Proposal received by SIIDCUL after 1500 hours IST on the Proposal Due Date will not be accepted/will be returned unopened to the Bidder.

1.19 **Modification and Withdrawal of Proposals**

1.19.1 No Proposal shall be modified or withdrawn by the Bidder.

1.19.2 Withdrawal of a Proposal would result in forfeiture of the Bid Security in accordance with Clause 1.11.4 of this document.

1.20 Tests of responsiveness

1.20.1 Prior to evaluation of Proposals, SIIDCUL will determine whether each Proposal is responsive to the requirements of the RFP Document. A Proposal shall be considered responsive if

- (a) it is received by the Proposal Due Date.
- (b) it is signed, sealed, and marked as stipulated in Clause 1.17.
- (c) it contains the information and documents as requested in the RFP Document.
- (d) it contains information in formats specified in the RFP Document.
- (e) it mentions the proposal validity period as set out in Clause 1.12.
- (f) it provides the information in reasonable detail. (“Reasonable Detail” means that, but for minor deviations, the information can be reviewed and evaluated by SIIDCUL without communication with the Bidder). SIIDCUL reserves the right to determine whether the information has been provided in reasonable detail.
- (g) there are no inconsistencies between the Proposal and the supporting documents.

1.20.2 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one

- (a) which affects in any substantial way, the scope, quality, or performance of the Project, or
- (b) which limits in any substantial way, inconsistent with the RFP Document, SIIDCUL’s rights or the Bidder’s obligations under the Concession Agreement, or
- (c) which would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

1.20.3 SIIDCUL reserves the right to reject any Proposal which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by SIIDCUL in respect of such Proposals.

1.20.4 Conditional proposal shall not be considered. Any bid found to contain conditions attached, will be rejected.

1.21 Confidentiality

1.21.1 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. SIIDCUL will treat all information submitted as part of Proposal in confidence and will ensure that all who have access to such material treat it in confidence. SIIDCUL will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure.

1.22 Clarifications

1.22.1 To assist in the process of evaluation of Proposals, SIIDCUL may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing or by facsimile. No change in the substance of the Proposal would be permitted by way of such clarifications.

1.23 Proposal Evaluation

1.23.1 To assist in the examination, evaluation, and comparison of Proposals, SIIDCUL may utilise the services of consultant/s or advisor/s.

1.23.2 Before opening and evaluation of the Technical Proposals, Bidders are expected to meet the following pre-qualification criteria which would be a part of the Technical Proposal. Bidders failing to meet these criteria or not submitting requisite proof for supporting pre-qualification criteria are liable to be rejected at the Technical Proposal level.

Sl. No.	Criteria	Whether Met	Reference Details
1	The bidder should be an organization registered in India under The Company's Act 1956/2013, registered with the Income Tax Authorities or the Service Tax Authorities and operating for the last five years	Yes / No	Certificate of Incorporation / Any other relevant document
2	The Bidder must have a minimum annual turnover of at least Rs 1.5 Crores of the immediately preceding three years (2012-13, 2013-14 and 2014-15).	Yes / No	Audited Profit / Loss Statement and Balance Sheet and details as per Appendix 9
3	The bidder should have a minimum networth of Rs. 3.0 Crores as on 31 st March 2015)	Yes / No	Audited Profit / Loss Statement and Balance Sheet and details as per Appendix 9
4	The bidder should have at least five (5) years experience in Operation of vehicle parking.	Yes / No	Appropriate Certificates from competent authority.

- 1.23.3 Evaluation of Proposals will be done in two stages.
- 1.23.4 In Stage I Technical Proposal of a Bidder shall be taken up only after the contents of the Key Submissions are found to meet the requirements of this RFP Document. SIIDCUL reserves the right to reject the Proposal of a Bidder without opening the Technical Proposal if the contents of Key Submissions are not substantially responsive with the requirements of this RFP Document.
- 1.24 Evaluation of the Financial Proposal**
- 1.24.1 In Stage II, the Financial Proposals of all the Bidders, who qualify in the Stage I evaluation, will be opened in the presence of the Bidders' representatives who choose to attend. The Bidders' representatives who choose to be present shall be required to sign and record their attendance.
- 1.24.2 The offers of the Bidder on the amount of Concession Payment with the Government shall be as per the format prescribed in Appendix 5, shall be used for financial evaluation
- 1.24.3 The Bidder quoting the highest Concession with the Government shall be declared as the Successful Bidder.
- 1.24.4 In the event that two or more Bidders quote the same Concession Payment with the Government, SIIDCUL may:
- (a) invite fresh Proposals from the Bidders;
 - OR
 - (b) take any such measure as may be deemed fit in its sole discretion or annulment of the bidding process.
- 1.25 Notifications**
- 1.25.1 Upon acceptance of the Financial Proposal of the Preferred Bidders with or without negotiations, SIIDCUL shall declare the Preferred Bidder as Successful Bidder.
- 1.25.2 SIIDCUL will notify the Successful Bidder by facsimile and by a letter that its Proposal has been accepted.
- 1.26 SIIDCUL's Right to Accept or Reject Proposal**

- 1.26.1 SIIDCUL reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Project, without liability or any obligation for such acceptance, rejection or annulment.
- 1.26.2 SIIDCUL reserves the right to invite revised Financial Proposals from Bidders with or without amendment of the RFP Document at any stage, without liability or any obligation for such invitation and without assigning any reason.
- 1.26.3 SIIDCUL reserves the right to reject any Proposal if:
- (a) at any time, a material misrepresentation is made or uncovered;
 - OR
 - (b) the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.

This would lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium would be disqualified / rejected. If such disqualification / rejection occur after the Financial Proposals have been opened and the highest Bidder gets disqualified / rejected, then SIIDCUL reserves the right to:

- (a) either invite the next highest Bidder to match the Financial Proposal submitted by the highest Bidder;
- OR
- (b) take any such measure as may be deemed fit in the sole discretion of SIIDCUL, including annulment of the bidding process.

1.27 Acknowledgement of Letter of Acceptance (LOA)

- 1.27.1 Within two (2) weeks from the date of issue of the LOA, the Preferred Bidder shall acknowledge the receipt of LOA.

1.28 Execution of Concession Agreement

- 1.28.1** The Successful Bidder shall execute the Concession Agreement within six (6) weeks of the issue of LOA or such time as indicated by SIIDCUL.

- 1.28.2 SIIDCUL will promptly notify other Bidders that their Proposals have been unsuccessful and their Bid Security will be returned as promptly as possible in any case not later than 30 (thirty) days from the date of announcement of the Successful Bidder.

1.29 Performance Security

- 1.29.1 The Successful Bidder shall furnish Construction Period Performance Security of Rs.50 Lakhs (Rupees Forty Lakhs only) by way of an irrevocable Bank Guarantee issued by a scheduled bank located in India in favour of “The Managing Director, SIIDCUL” for the proposed project, as required under the concession agreement. After the completion of construction and at the time of COD, Construction Period Performance Security shall be replaced with Operation Period Performance Security of Rs Rs.20 Lakhs (Rupees Twenty Lakhs Only) which shall remain valid for the entire concession period as mentioned in 1.30.2.
- 1.29.2 The Construction Period Performance Security of shall be valid for entire construction period and Operation Period Performance Security would be valid for three (3) year and renewable for every three (3) year during the entire project term
- 1.29.3 The Performance Security shall be forfeited and en-cashed in the following cases:
- (a) If the Successful Bidder withdraws from the project midway during the project term
 - (b) If during the project term, there is any incident of gross professional negligence
 - (c) If during the project term, the successful bidder is found to charge the vehicle owners excess of prevailing rates
 - (d) If there is any concessionaire’s event of default
 - (e) Any other act or acts of the successful bidder which renders the project un-operational and SIIDCUL establishes sufficient reasons to forfeit the Performance Security in accordance with provisions of the Draft Concession Agreement.
- 1.30 **Cost of RFP document**
- 1.30.1 The RFP document can be from this office during 1100 hrs to 1600 hrs on any office day. The cost of RFP document is Rs 25,000/- (Rs Twenty Five Thousand Only) plus 13.5% VAT. The Proposals must accompany with receipt of cost of RFP document. The RFP document can be downloaded from www.siidcul.com. The cost of RFP document is Rs 25,000/- (Rs Twenty Five Thousand Only) plus 13.5% VAT must accompany with cost of RFP document in the form of a bank draft in favour of “The Managing Director, SIIDCUL” payable at Dehradun.

2. Schedule of Bidding Process

SIIDCUL would endeavour to adhere to the following schedule:

Sr. No.	Activity Description	Date
1.	Date of sale of sale/downloading of RFP	07.02.2016 to 29.02.2016
1.	Last date for receiving queries	19.02.2016
2.	Pre-Proposal meeting	20.02.2016 at 1500 hrs in this office
3.	Proposal Due Date	Between 1100 hrs to 1400 hrs on 02.03.2016 in this office
4.	Opening of Technical Proposal	03.03.2016 at 1500 hrs in this office
5.	Opening of Price Proposals	TBC

3. Concept Plan and Architectural Plan

3.1 Concept Plan

3.1.1 Selected Bidder would be required to submit concept plan alongwith their bids, detailing the following :

- (a) All project components showing also capacity of each component (eg. No. Of trucks parking capacity etc.)
- (b) Landscaping and Open Area Management Plan
- (c) Conceptual drawings on A3 size paper
- (d) Implementation Plan Implementation plan: The methodology should clearly demonstrate the compliance of the approach to be adopted by the Bidder for the implementation of the Project to the minimum specifications set out in the Draft Concession Agreement.
- (e) Timelines for development: The Bidder shall indicate the activity schedule.

3.2 Architectural Plan

3.2.1 Preferred Bidder shall submit the detailed Architectural Plan prepared by a member of the Indian Institute of Architects or an equivalent institution outside India.

3.2.2 Architectual plan should be vetted by reputed third party for conformity with various technical standards and structural reliability..

3.2.3 Architectural Plan shall consist of the following :

- (f) Overall concept plan including landscaping
- (g) Architectural Plans for entire concept specifically highlighting the Mandatory Facilities.
- (h) Area utilisation plan for Mandatory Facilities and Additional Facilities

4. Scope of the Project

- 4.1 SIIDCUL, proposes to set up develop the Truck Parking through Public Private Partnership (PPP) mode, on DBFOT- basis.
- 4.2 It is proposed that the selected developer (the “Concessionaire”) would develop, build Truck Parking, as per permissible laws and subsequently operate and maintain the same for a specified period from the date of signing of the Concession Agreement and at the end of this period, hand back the facility to SIIDCUL.
- 4.3 The following land area is available for the proposed Project:
- | | |
|-----------------|------------------------------|
| Plot Area | = 8 Acres (approx..) |
| Permissible FAR | = As per GIDCR-2012 Bye Laws |
| Coverage | = As per GIDCR-2012 Bye Laws |
- 4.4 The Concessionaire is free to re-design the complex fulfilling the building bye laws and meeting future parking capacity demand. However the design of platform should be vetted from reputed Engineering Institute. The selected bidder will have to provide the facilities as under:-
- 1 Levelling of land area measuring 36376.95 sqm by earth-filling as per CPWD/PWD specifications.
 - 2 Development of parking slots with hardened surface as per CPWD/PWD specifications.
 - 3 Development of Internal passages facilitating the transporters for smooth movement of vehicles inside the parking area.
 - 4 Construction of Toilets, urinals as per requirement.
 - 5 Construction of office space.
 - 6 Development of sewerage and drainage system inside the parking area and connectivity of toilets with sewer line.
 - 7 Construction of Separate Entrance and Exit for vehicles.
 - 8 Lighting facility for proper illumination of parking area to avoid any accident in night.
 - 9 Alternate energy source by providing generator for emergency.
 - 10 Firefighting arrangements.
 - 11 Signage at every turn indicating the parking space.
 - 12 Drinking water facility.
- 4.5 The concession period would be Fifteen (15) years of Operations & maintenance excluding one year Construction period.
- 4.6 After the expiry of the Concession period the project may be extended for another period of Fifteen (15) years. **The concession period could be extended for another 15 years after completion of Fifteen (15) years, subject to evaluation of the contract performance.**

- 4.7 Project should comply with all regulatory/legal requirements for parking, environment protection etc.
- 4.8 Project must achieve the Service Levels agreed for operation & maintenance with SIIDCUL
- 4.9 Bidder must avoid unauthorized usage of Project infrastructure and land parcel.
- 4.10 **Parking Fees**
- A. The approved parking fees to be collected from the person offering to keep their vehicle are as under:
1. Two axle vehicles Rs. 100/- for first four hours & Rs. 150/- for eight hours and thereafter Rs. 20/- for every 4 hours thereafter.
 2. More than two axle vehicles Rs. 150/- for first four hours & Rs. 200/- for eight hours and thereafter Rs. 25/- for every 4 hours thereafter.
 3. Unclaimed vehicles shall be handed over to the local police immediately.
- B. In respect of collection of the parking fees as per the rates mentioned above, the contractor/agency/bidder shall ascertain from the vehicle owner parking hours time in order to issue tickets so that there may not be any disputes with the vehicle owner regarding the number of hours of parking charges thereof.
- C. Ticket number, date, time and amount shall be printed on the ticket in order to issue to the vehicle owner. One copy shall be given to the vehicle owner and the other copy shall be kept for record and verification.
- D. In case the bidder collect fees higher than those prescribed in the present contract a penalty of Rs. 1,000/- (Rupees one thousand only) on each fee collected at higher rate will be imposed in the first instance and the same will be extended to Rs. 1,500/- (Rupees one thousand five hundred only) on each subsequent occasion. In case such cases the contractor/agency/bidder shall have to return the excess amount collected to the first party shall be entitled to terminate/rescind the present contract and the amount deposited will be forfeited to the Corporation.
- E. The toilet block and clock room facility provided by the bidder shall be regularly cleared and well maintained by the successful bidder.

- F. All the charges such as connection and consumption of Power & water supply shall be borne by the successful bidder.

- G. Parking Fees would be revised and notified by SIIDUCL after due consultation with the IIE Pantnagar stakeholders. Rates shall remain unchanged for first 2 years after COD.

5.1 Evaluation of Technical Proposal

- 5.1.1 Any Applicant who submits the technical proposal as per 1.20 and 1.23.2 would be deemed to meet the experience criterion for qualification.
- 5.1.2 The Applicants must provide the necessary information as per Appendix 10, 10A and 10B.

5.2 Evaluation of Financial Proposals

- 5.2.1 The Proposal for the Project would be evaluated on the basis of the concession payment rate quoted by the Bidders in the Financial Proposal over the threshold level of Rs fifty per sqm per year plus applicable service tax (Rs 50.00 / Square Meter/per year only). However, the fee will be enhanced by 15% of quoted rate in every 3 years. Penal interest of 12% will be applicable if the due amount is not submitted within 15 days from the due date.
- 5.2.2 The concession payment rate shall be multiplied by the total land area being provided to the bidder to arrive at the annual concession payment.
- 5.2.3 **20% of the Estimated Total Annual Concession payment, shall be paid as upfront in the start of every year in month of April. The balance annual amount shall be payable in equal quarterly instalments.**
- 5.2.4 The offers of the Bidder on the Concession payment shall be as per the format prescribed in Appendix 11, shall be used for financial evaluation.
- 5.2.5 The bidder offering the highest Annual Concession payment to the Government shall be declared as the Preferred Bidder. After consenting the LoA, the preferred bidder shall be declared the successful bidder.
- 5.2.6 In the event that two or more Bidders quote same Concession payment, SIIDCUL may:
 - (a) take any such measure as may be deemed fit in its sole discretion or annulment of the bidding process.

Appendix 1

FORMAT FOR ACKNOWLEDGEMENT OF RFP DOCUMENT AND NOTIFICATION OF INTENT TO SUBMIT PROPOSAL

The Managing Director
SIIDCUL

Dear Sir,

Re: Development and operation of the Truck Parking at Integrated Industrial Estate, Pantnagar, Uttarakhand (the “Project”)

The undersigned hereby acknowledges and confirms receipt of all the Parts (Part I and Part II) of the Request for Proposal (RFP) Document for the captioned project from SIIDCUL and conveys its intention to submit a Proposal for the Project, under a DBFOT (Design, Build, Finance, Operate and Transfer) structure.

.....
Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Note:

- On the Letterhead of the Bidder or Lead Member of Consortium.
- To be signed by the Lead Member in case of a Consortium.
- The acknowledgement should be sent within 2 weeks of receipt of the RFP Document

Appendix 2

FORMAT FOR COVERING LETTER CUM PROJECT UNDERTAKING

The Managing Director

Dear Sir,

Re: Development and operation of the Truck Parking at Integrated Industrial Estate, Pantnagar, Uttarakhand (the “Project”)

We have read and understood the Request for Proposal (RFP) Document in respect of the Project provided to us by SIIDCUL. We hereby submit our Proposal for the captioned project.

We are enclosing our Proposal in one (1) original copy, with the details as per the requirements of the RFP Document, for your evaluation.

We confirm that our Proposal is valid for a period of forty (40) weeks from (Proposal Due Date).

Further, we confirm that we continue to be eligible as per the requirement of the RFQ Document¹.

We hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the Draft Concession Agreement, a draft of which also forms a part of the RFP Document provided to us.

Dated thisDay of, 2016.

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Note:

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

¹ In case of any change of eligibility

Appendix 3

**FORMAT FOR
ANTI-COLLUSION CERTIFICATE**

Anti-Collusion Certificate

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

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

Dated thisDay of, 2016

Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Note:

- To be executed by all the Members in case of Consortium.

APPENDIX 4

FORMAT For BID SECURITY (To be issued by a Scheduled Bank)

This Deed of Guarantee executed at ----- by _____ (Name of Bank) having its Head/Registered office at _____ (hereinafter referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

In favour of

The _____, (hereinafter called “SIIDCUL”), having its head office at _____, _____, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

WHEREAS

- A. M/s. _____ 2, a Company registered under provisions of _____ Act, _____ (specify the name of the Act under which the Business Entity is registered) having its registered office at _____ (hereinafter called “the Bidder”) which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns, has/have bid for Development and operation of the Truck Parking at Integrated Industrial Estate, Pantnagar, Uttarakhand (the “Project”) under a DBFOT structure (hereinafter referred to as “the Project”).
- B. In terms of Clause 1.11 of the Request for Proposal Document dated ----- issued in respect of the Project (hereinafter referred to as “RFP Document”) the Bidder is required to furnish to SIIDCUL an unconditional and irrevocable Bank Guarantee for an amount of Rs _____ as Bid Security.
- C. The Guarantor has at the request of the Bidder and for valid consideration agreed to provide such Bank Guarantee being these presents:

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

- a) The Guarantor, as primary obligor shall, without demur, pay to SIIDCUL an amount not exceeding Rs _____ (Rupees _____ only), within 5 days of receipt of a written demand from SIIDCUL calling upon the Guarantor to pay the said amount and stating that the Bid

² In case of consortium, incorporate names and addresses of the consortium members.

Security provided by the Bidder has been forfeited in terms of Clause 1.11.5 of the RFP Document.

- b) Any such demand made on the Guarantor by SIIDCUL shall be conclusive and absolute as regards the forfeiture of Bid Security and the amount due and payable by the Guarantor under this Guarantee.
- c) The above payment shall be made without any reference to the Bidder or any other person and irrespective of whether the claim of SIIDCUL is disputed by the Bidder or not.
- d) This Guarantee shall be irrevocable and remain in full force for a period of ----- months from (date) _____ or for such extended period as may be mutually agreed between SIIDCUL and the Bidder and shall continue to be enforceable till all amounts under this Guarantee are paid.
- e) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder/the Guarantor or any absorption, merger or amalgamation of the Bidder/the Guarantor with any other person.
- f) In order to give full effect to this Guarantee, SIIDCUL shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the RFP Document or other documents or by extension of time of performance of any obligations granted to the Bidder or postponement/non exercise/delayed exercise of any of its rights by SIIDCUL against the Bidder or any indulgence shown by SIIDCUL to the Bidder. and. the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise or omission on the part of SIIDCUL or any indulgence by SIIDCUL to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.
- g) The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under -----.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS
HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE
WRITTEN.

Signed and Delivered by -----
Bank by the hand of Mr-----
its ----- and authorised official.

Appendix 5

Format for Price PROPOSAL

Re: Development and operation of the Truck Parking at Integrated Industrial Estate, Pantnagar, Uttarakhand (the "Project")

We are pleased to submit our Price Proposal for the **Truck Parking at Integrated Industrial Estate, Pantnagar, Uttarakhand on Design Build Finance Operate basis**(the "Project").

	Concession Payment rate per square meter per year (a)	Total Land Area (Square Meters) (b)	Total Annual Concession Payment Rs. (axb)
In Figures			
In Words			

* Payable in terms of Schedule 3 of the Draft Concession Agreement.

* Service tax will be payable extra as applicable.

We have reviewed all the terms and conditions of the Request for Proposal (RFP) Document including the Draft Concession Agreement and will undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be, no deviations from the stated terms in the RFP Document.

.....
Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Note:

- On the Letterhead of the Bidder or Lead Member of Consortium.
- To be signed by the Lead Member, in case of a Consortium.
- The Concession Payment shall be upto two different non-zero digits of decimal.
- In case of difference in amount quoted in figures and words, the higher value would be considered for evaluation.

Appendix 6

Format for Power of Attorney for Signing of Proposal

**(On a Stamp Paper of relevant value)
Power of Attorney**

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms..... (name and residential address) 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 bid for the Project envisaging **Truck Parking at Integrated Industrial Estate, Pantnagar, Uttarakhand on DBFOT** basis through public private partnership, (the "Project") including signing and submission of all documents and providing information / responses to (SIIDCUL) representing us in all matters before SIIDCUL, and generally dealing with SIIDCUL in all matters in connection with our bid for the said Project.

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

For

(Signature)

(Name, Title and
Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Note:

- *To be executed by the Lead Member in case of a Consortium.*
- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *In case the Proposal is signed by a Partner/ authorised Director of the Applicant, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

APPENDIX -7

Power of Attorney for Lead Member of Consortium

Whereas the SIIDCUL has invited Proposals from eligible bidders for **Truck Parking at Integrated Industrial Estate, Pantnagar, Uttarakhand in DBFOT** basis, in Uttarakhand (the “Project”).

Whereas,,, and.....
(collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project,

AND

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at,
M/s. having our registered office at,
M/s. having our registered office at, and
M/s. having our registered office at,

(hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s. having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”).

We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all Proposal’s, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the

Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

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

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

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

Witnesses:

- 1.
- 2.

.....
(Executants)

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

Notes:

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

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

Appendix - 8

Deleted

APPENDIX 9

Deleted

APPENDIX 10

As per clause 1.20 & 1.23.1

Appendix 10A

Deleted

Appendix 10B

Deleted

