

**Request for Proposal Document (RFP)
Development, Operation and Maintenance of
Multi Level Car Parking and re-development of
swimming pool on D.B.F.O.T. at Bhawartal,
Jabalpur
(Madhya Pradesh)**

INVITATION FOR PROPOSAL

JABALPUR SMART CITY LIMITED

March, 2017

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DISCLAIMER

The information contained in this Request for Proposal (“**RFP**”) document or subsequently provided to Bidders, whether verbally or in documentary form by or on behalf of Jabalpur Smart City Limited (“**JSCL**”/ the “**Authority**”) or any of its employees or advisors, is provided to Bidders 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 is being issued by the Authority for selection of a concessionaire for Planning, Designing, Engineering, Finance, Construction, Development, Operation and Maintenance of Multi Level Car Parking and re-development of swimming pool (“**Project**”) at **Bhawartal** in Jabalpur city in the State of Madhya Pradesh as identified in this RFP. Interested Bidders are required to submit their bids to implement the Project.

This RFP document is not an agreement and is not an offer or invitation to any other party. The purpose of this RFP document is to provide the Bidders with information to assist the formulation of their Proposal submission. This RFP document does not purport to contain all the information each Bidder may require. While the RFP has been prepared in good faith with due care and caution, the Authority does not accept any liability or responsibility for the accuracy, reasonableness or completeness of the information, or for any errors, omissions or mis-statements, negligent or otherwise, relating to any feasibility / detailed project report or any other reference document mentioned, implied or referred herein or pertaining to the Project. This RFP document may not be appropriate for all persons and it is not possible for AUTHORITY and their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed project than others. Each recipient must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein that may appear in this RFP and is advised to carry out its own investigation into the proposed project, the legislative and regulatory regimes which applies there to and by and all matters pertinent to the proposed project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the Project.

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

AUTHORITY and their employees and advisors make no representation or warranty and shall incur no liability under applicable law for any loss, expense or damage, accuracy, reliability or completeness of the RFP document, which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the Project, the information and any other information supplied by or on behalf of AUTHORITY or their employees, any

consultants or otherwise arising in any way from the selection process for the Project.

No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which this RFP may be based. Liability therefore, if any, is hereby expressly disclaimed.

The Authority may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP as per its requirements.

The Authority further reserves the right not to proceed with the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting a bid.

The Authority 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.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid/ Proposal. No reimbursement of cost of any type will be paid to persons, or entities, submitting a bid/Proposal.

The Authority reserves the right to reject all or any of the Proposals submitted in response to this RFP at any stage without assigning any reasons whatsoever and the issue of this RFP does not imply that Authority is bound to select a Bidder as the concessionaire. JSCL shall not be liable for any costs or damages arising from the same. The Authority is also not bound to take any subsequent actions.

The Authority reserves the right not to proceed with this RFP or to change the process or procedure to be applied. It also reserves the right to decline to discuss the process further with any party submitting a proposal. No reimbursement of cost of any type shall be paid to persons, entities, submitting a proposal.

This RFP and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the project in accordance with RFP the information contained in the RFP shall not be divulged to any other party. The information contained in the RFP must be kept confidential.

Mere submission of a responsive Bid does not ensure selection of the Bidder as Concessionaire.

1. Invitation for Proposal: Brief Background

Jabalpur smart city limited intends to develop an integrated Multi Level Car Parking and re-development of swimming pool at **Bhawartal** through Public Private Partnership (“**PPP**”) mode on Design, Build, Finance, Operate and Transfer (“**DBFOT**”) basis.

This RFP is for the Planning, Designing, Engineering, Finance, Construction, Development, Operation and Maintenance of Multi Level Car Parking and re-development of swimming pool (“**Project**”) at **Bhawartal** and further the concessionaire can use the remaining area permissible for development in accordance to existing bye-laws for operation of a food court/restaurant/cafeteria.

The Authority will enter into separate agreements with the Successful Bidder (“**concessionaire**”) selected in accordance with this RFP. The agreements will be in the format specified by the Authority.

A “Single Stage” bidding process is being followed for determining the Successful Bidder. The interested Bidders are supposed to submit the bids in accordance to the provisions of this RFP document and shall meet the minimum technical and financial capability criteria, as stated in the Notice Inviting Tenders (“**NIT**”) advertisement published in the National dailies on **22-03-2017**, and as provided herein. Pursuant to that, the Bidders would be evaluated on the basis of detailed technical and financial proposals and qualify for undertaking the Project as set out in this RFP. This qualification assessment would be carried out as part of the current bidding and evaluation process. The financial proposal of only those Bidders that possess the minimum technical requirements specified herein would be opened and evaluated.

The RFP document contains information about the Project, bidding process, proposal submission, qualification and financial proposal requirement.

Executive director
JSCL (Jabalpur smart city limited)

2. PROJECT BACKGROUND

2.1 Introduction

The details of the land parcels where the Project will be developed are as specified below:

Land parcel	Approximate area	Estimated cost
Existing swimming pool area along Bhawartal garden.	64080.24 square foot	Rs. 18 cr.

It is proposed to develop a **modern Multi-Level Parking, re-development of swimming pool & development of food court/cafeteria/restaurant facility** at the above mentioned site. The same shall be available for the Project with “**Scope of Work**” as given below while complying with applicable laws, including but not limited to the local building by-laws:

- Preparation of Detailed Project Report (“DPR”) including detailed design, technical specification and cost estimates for the Project. It is clarified that single DPR should be prepared;
- Construction of mechanized multi-level parking providing for such area of space for the Authority as may be notified by the Authority;
- Re-development of swimming pool;
- Swimming pool should be all season usable;
- Construction of food court/restaurant/cafeteria should be as permitted by applicable law, including but not limited to local building by-laws;
- Provide a contiguous built-up area, along with all related facilities/ utilities/ infrastructures to be developed in mechanized Multi-Level Parking, swimming pool and food court/restaurant/cafeteria;
- Separate entry and exit for mechanized Multi-Level Car Parking, swimming pool and food court/restaurant/cafeteria, also providing entry to swimming pool area and food court/restaurant/cafeteria from the mechanized multi-level parking;
- Real time information system should be incorporated with mechanized multi-level parking along with Jabalpur mobile application.
- Multi-level parking is to be mechanized.
- Multi-level parking should provide minimum 250 ECS. The space shall be utilized for parking vehicles (two-wheelers and cars);

To meet the above requirements, the Bidder shall have the full right to design the respective site as a whole with below noted options:

- Construction of mechanized multi-level parking providing for such area of space for the Authority as may be notified by the Authority.
- Construction of food court/restaurant/cafeteria as permitted by applicable law;
- Provide a contiguous built-up area, along with all related facilities/ utilities/ infrastructures to be developed in mechanized Multi-Level Car Parking cum-re-development of swimming pool;
- The bidder have full rights for the design and construction of Separate entry and exit with their location after fulfilling the basic requirement of Jabalpur Smart City Limited (“**Authority**”) for the same;
- To plan the Site as a whole and provide for Multi-Level Parking & swimming pool which should be all season usable;
- To plan for overall traffic circulation within the Site and on access roads outside the Site;

The Successful Bidder shall be required to submit ten (10) copies of DPR for Multi-Level Parking & re-development of swimming pool, to the Authority which would be submitted to reputed technical institution as prescribed by the Authority for vetting. The same institution would perform quality check and certify the Project post completion.

The Successful Bidder shall develop the site and make certain payments to AUTHORITY in lieu of the development rights granted for the Project for “Concession Period” and at the end of the Concession Period the Project will be transferred back to the Authority, in accordance with the provision of the Concession Agreement that will be executed in the format prescribed by the Authority.

The Bidder should note that there will be no transfer in title to the land on which the Project is being developed. The land comprising the Site of Project shall continue to vest with the Authority or the relevant government agency or Jabalpur smart city limited, as the case may be.

The Bidders must note that they would be required to follow the applicable law for construction and development of the Project, including local building by-law requirements regarding floor area ratio, ground coverage, minimum parking requirement, and other statutory rules/ regulations and other prevalent applicable regulations.

2.1.2 The proposed Site is considered suitable for cafeteria/food court/restaurant development for the given location, size and connectivity. The Concessionaire is encouraged to re-develop swimming pool and cafeteria/food court/restaurant as per his plan on the site and to use his ingenuity to maximize the value from the property and factor the same in the Proposal submitted. Provided that any such development

shall be subject to the Concessionaire obtaining the requisite approvals under the applicable law including the local building by-laws.

2.1.3 Bidders are required to carry out their own due diligence for the potential revenue generated from the Multi-level parking, cafeteria/food court/restaurant and swimming pool. Bidder also has the advertisement rights for development of the Project in the **Bhawartal**. The Authority shall not take any kind of responsibility whatsoever for the revenue generated from the aforesaid sources.

2.1.4 The Authority proposes to select a Successful Bidder for taking up the development of the aforesaid Project in DBFOT mode at **Bhawartal** in accordance with the provisions of the Concession Agreement, which shall have a predetermined Concession Period starting from the date conditions precedent specified in the Concession Agreement are satisfied (such date being hereinafter referred to as the "Compliance Date").

2.1.5 The proposed site at **Bhawartal** shall be licensed to the Concessionaire for the purpose of development of the Project. The Concessionaire shall develop the Project and thereafter, operate and maintain it throughout the Concession Period. The act of granting permission to develop the Project at the Site and to sub - license the use of the Project Facility or any part thereof shall not vest or create any proprietary interest in the Site or the infrastructure comprising the Project, or any part thereof including any permanent fixtures, fittings, etc. installed at the location of the Site in favor of the Concessionaire or any sublicensed(s).

2.1.6 The Concessionaire shall be entitled to sub - license the built up space in accordance with the provisions of the Concession Agreement, and any guidelines or procedures prescribed by the Authority in this regard from time to time.

2.1.7 End of the Concession

At the end of the Concession Period, by efflux of time or premature termination for any reason whatsoever, all rights given under the Concession Agreement shall cease to have effect and the possession of the Site and the entire assets of the Project including all infrastructure and facilities developed in relation thereto shall transfer back to the Authority at no cost to the Authority. All the immovable assets attached to the Project/Project Site shall revert to the Authority without any obligation on the Authority to pay or adjust any consideration or other payment to the Concessionaire.

2.2 Development Envisaged

2.2.1 The nature of the activities and facilities that may be allowed at the proposed Sites include:

- Construction of mechanized multi-level parking providing for such area of space for the Authority as may be notified by the Authority;
- Re-development of swimming pool, which should be closed and should all season usable also it should be equipped with all the basic amenities;
- Construction of food court/cafeteria/restaurant should be as permitted by applicable law, including but not limited to local building by-laws;
- Provide a contiguous built-up area, along with all related facilities/ utilities/ infrastructures to be developed in Multi-Level Parking -cum- Re-development of swimming pool;
- Separate entry and exit for swimming pool and Multi Level Parking and also providing entry to swimming pool & food court/cafeteria/restaurant from the multi-level parking;

2.2.2. The Concessionaire may use or allow the use of the facilities developed for the Project for other activities, which are not envisaged in the RFP, only after prior written approval of the Authority. The decision of the Authority to allow or disallow such use shall be final in this regard.

2.2.3. Area earmarked for the Project shall be utilized for the development of Multi-Level Parking and the related passenger amenities. It would be responsibility of the Concessionaire to develop the other facilities which are required for creation of a complete state-of-the-art Multi Level Parking cum swimming pool. The Concessionaire shall adhere to the minimum standards laid down by the Authority for the Multi-Level Parking cum swimming pool.

2.2.4. The development of the “Multi Level Car Parking-cum-swimming pool” shall be achieved in a phased manner. The Concessionaire would be required to construct the Multi-Level Parking amenities along-with all related facilities/ utilities/ infrastructure etc. within twelve months from the Compliance Date (the “**Construction Period**”) which should be ready to use in all respect. The Authority shall not unreasonably interfere with the internal layout of the cafeteria/food court/restaurant, proposed by the Concessionaire, except the area where the Multi-Level Parking is constructed. As for the cafeteria/food court/swimming pool; the Concessionaire shall have the freedom to construct the same according to the demand and market feasibility.

2.2.5. The Multi-Level Parking-cum-swimming pool to be developed by Concessionaire must conform to the existing building regulations and by laws of the local authorities at its own cost. The responsibility to get all the necessary permits and approvals for the above shall lie solely with the Concessionaire.

2.3 concession period

In general, concession period is the span of time granted by the government to the private sector within which the private sector is responsible for the financing, construction and operation of a project, however in this project the concession period for development of Multi-Level Parking, re-development of swimming pool & development of food court/cafeteria/restaurant at Bhawartal is for 15 (fifteen) years.

2.4 Revenue Streams from the Project

The revenue streams from the Project will be generated by Multi-Level Parking, swimming pool and as well as by the food court/cafeteria/restaurant as specified below.

2.4.1 Revenue streams from the operations of the Multi-Level Parking:

- ✓ License for parking areas:- The Concessionaire shall, subject to provisions of Jabalpur smart city limited (as amended from time to time), be given the right to collect the parking fee from various categories of vehicles, parked in the Multi-level parking area for and on behalf of the Authority. The Concessionaire would have the flexibility to charge any amount of Car Parking Fee for a band of 2 hour period subject to a maximum of Rs.20 per car slot. The fee can be increased up to a maximum of 5% per annum applicable on the rates, fixed in the first year.
- ✓ Advertisement Rights: - Advertisements has a massive potential considering the large number of footfalls in the Multi-Level Parking and swimming pool. If tapped properly, it has huge upside potential for the Concessionaire. Concessionaire has the right to locate hoardings etc. as per applicable rules, regulations, standards etc.

2.4.2 Revenue Stream from Commercial space:-

In addition to Article 2.4.1 of Section 1 of this RFP document, the Concessionaire should be able to generate revenues from the Food court/cafeteria/restaurant, swimming pool, advertisements etc. in compliance with applicable law. The Concessionaire would have the flexibility to charge any rentals from the Food court/cafeteria/restaurant if licensed to the third party. However, the Concessionaire shall not have the right to out-rightly sell the facility to third party / any person.

2.5 Statutory Clearances

- (i) Swimming re-development and Food court/cafeteria/restaurant development is permissible on the Site. However, the Concessionaire is required to adhere to the development control norms as per the prevailing Building Bye-laws. The Concessionaire shall at its sole cost obtain the applicable clearances and sanctions from competent statutory authorities for building plans, utilities, firefighting, electric connection/ sub-station etc. It is to be clearly understood that all such clearances are to be obtained by

- the Concessionaire and the Authority may only provide assistance, wherever possible, on best effort basis without any binding obligation.
- (ii) The Concessionaire shall plan and install fire-detection, fire-alarm and fire-fighting system and obtain necessary approval from competent authority on design and installation of the same. Such fire-fighting arrangements should conform to the National Building Code of India, 2005 and other rules and regulations, as applicable with all amendments from time to time.
 - (iii) If during the Concession Period any loss of property and/or life takes place, the loss and account of the same shall be borne entirely by the Concessionaire and the Authority shall not be liable for any such claims. The Concessionaire shall be responsible for the payments arising out of any third party claims. The Concessionaire is advised to procure insurance for meeting such liabilities at his own cost.

2.6 Development Parameters to be followed

Bidders shall consider the local planning regulation for the development parameters in the concerned Bid projects and should strictly adhere to the local planning regulation while preparing their designs. As per the local state laws, parking spaces would not be accounted for the calculation.

2.7 Assignability and Encumbrances

2.7.1 Except for leasing / sub-leasing/ the use of the built-up space and facility as per the terms of the Concession Agreement, the Concessionaire shall be entitled to assign any of his rights, or interests in this Agreement in favor of lenders/ financial institutions at any time, for raising finance for the Project.

2.7.2 However under no circumstances, the land or building or facilities constructed or installed at the Project or Site shall be mortgaged, charged or otherwise any lien (including negative lien), charge or encumbrance be created or agreed to be created in favor of any person, including lenders / financial Institution(s) / banks.

3. GENERAL TERMS AND CONDITIONS FOR EVALUATION

The evaluation of the bids will be completed in 2 stages.

- (i) Stage 1 – Opening of Technical Bids
- (ii) Stage 2 - Opening of Financial Bids of technically qualified Bidders

The entire bidding process has been explained elaborately in Article 4 of this RFP Document- Section I.

3.1 Bidder

Any person(s) including a company, sole proprietor or a registered partnership firm or a company or a LLP, or a foreign entity who submits a bid (“**Proposal**”/“**Bid**”) as per the terms of this RFP within the stipulated time for submission of Proposals is a “**Bidder**” for the purpose of this RFP.

3.2 Proposal Submitted by a Consortium

3.2.1 The maximum number of allowed members in a consortium are three (3). Each consortium must specify the proposed equity share holding and nominate a member as the “Lead Member” of the Consortium. This shall be enshrined in the Joint Bidding Agreement (“JBA”) signed by all consortium members and submitted along with bid/proposal, in the format provided in Format J appended to this RFP.

3.2.2 Any changes in the membership of a Bidder will be rejected by the Authority. Proposals submitted by a consortium must provide a JBA to be signed by each member in that consortium and also, on their respective company letter-head duly signed by the authorized signatory of the company which describes the responsibilities and equity commitments of that member in the consortium.

3.2.3 In the event the Project is awarded to a Consortium/ Joint Venture, shall form a Special Purpose Company (“SPC”) registered under Companies Act, 2013 in India for the implementation of the Project. The SPC shall be formed after issuance and acceptance of Notice of Award within thirty (30) days preceding signing of the Concession Agreement. The SPC would enter into the Concession Agreement and subsequently carry out all the responsibilities of the Concessionaire and undertake the Project as stipulated in the Agreement. The proposed shareholding of the members of the consortium in the SPC must be in compliance with the criteria specified in the RFP. However, the membership structure of the Bidder shall not be changed by the Bidder without the Authority’s prior written approval.

3.2.4 Minimum Equity requirements

a)The aggregate shareholding of the consortium members (in case of a Consortium) or Successful Bidder (in case of individual Bidder) in the issued and paid up equity share capital of the Concessionaire shall be not less than:

- ✓ Fifty one percent (51%) till a period of issuance of Construction Completion Certificate by the Authority; and
- ✓ Twenty six percent (26%) during the balance Operation and Maintenance Period, till the Project Transfer Date/ issuance of Concession Agreement Completion Certificate.

b) In addition to the above obligations, the Lead Member of the Consortium shall at all times maintain a minimum equity component of twenty six percent (26%) in the stipulated issued and paid up equity share capital of Concessionaire.

c) At no stage shall any change in the equity components/ shareholding patterns shall be made by the Consortium members or by any of the Successful Bidder without obtaining prior approval from the Authority. On an application made for the purpose, the Authority may permit the change of shareholding patterns, provided the Authority is satisfied that the proposed changes shall be in the interest of the implementation of the Project in future and would not be detrimental to any of the rights or interests of the Authority and any of the confirming authorities. However, no such change in the shareholding pattern shall be permitted by the Authority, which would make the consortium members or associates or the Concessionaire non-compliant with the conditions stipulated in the RFP.

3.2.5 It is clarified that a Successful Bidder which is not a Consortium, may also incorporate an SPC for implementation of the Project but does not have the obligation to do so. However, in case of a single Bidder who is a foreign entity, it shall be mandatorily required to incorporate an SPC for implementation of the Project.

3.2.6 Members of the Consortium shall be liable jointly and severally for the execution of the Project in accordance with the terms of the Concession Agreement and a statement to this effect shall be included in the Joint Bidding Agreement. The Authority may require other such documents / undertakings/ indemnities as it may deem fit from the Consortium members before or at the time of issuance of Notice of Award/ signing of the Concession Agreement.

3.2.7 The Lead Member nominated at the time of submission of the Proposal shall continue to be the Lead Member of the SPC. The Lead Member shall hold authorization in the form of power of attorney. The Proposal must designate one or more person(s) to represent the Bidder in its dealings with the Authority. Unless specifically advised to the contrary, the Authority shall assume that the person (s) designated is authorized to perform all tasks, including, but not limited to, providing information, responding to inquiries and entering into contractual commitments on behalf of the company or the consortium as the case maybe. Any and all limitations on the authority of the designated person(s) shall be detailed in the Proposal.

3.2.8 Bidders who have used the net worth and/ or technical support/ expertise of their parent/ group company to satisfy the minimum eligibility criteria mentioned in the NIT advertisement, shall be required to furnish along with their Proposals, a letter of guarantee, accompanied by a board resolution from their Parent/ Group Companies authorizing the said Bidder to take part in the bidding process and by pledging their financial strength and/ or technical support and expertise towards the development of the Project. Failure to furnish such letter of guarantee accompanied

by a board resolution from the parent/ group company shall entail automatic disqualification of their proposals by the Authority.

3.2.9 Each member of the Consortium shall submit a signed letter (on the company's letter head) with the Proposal, which states that the said member:

- Has reviewed the entire Proposal.
- Is in accord with each key element of the Proposal, including, but not limited to, it's technical and price components, description of the member's responsibilities and commitments to the Project, and the designated person(s) who will represent the Consortium during the negotiation process. Any substantive exception or caveat should be addressed in the enclosed letter.
- Has participated in only one Proposal for this Project.
- Each of the Consortium members will be jointly and severally liable to the Authority.

3.2.10 All pertinent information that may affect the performance of the responsibilities of any Consortium member such as ongoing litigation, financial distress, or any other such matter must be disclosed. In the event of non-disclosure of such information, the Proposal will be liable to be rejected by the Authority.

3.3 Fee and Deposits to be paid by the Bidder

3.3.1 Proposal Security

(i) The bid shall be accompanied by a Proposal Security for a value mentioned in the Proposal Data Sheet at the time of submission of Proposal in any one of the following manners:

- A Bank Guarantee issued by a Scheduled Bank in favor of “Jabalpur smart city limited” and in the format given in Article 5 (F) of Section 1 of the RFP document; or
- Demand Draft in favor of “Jabalpur smart city limited” payable at Jabalpur

(ii) The Bank Guarantee shall be valid for a minimum period of one hundred and eight (180) days from the Proposal due date. On request from the Authority, the Bidders would be required to extend the validity of the Proposal Security on the same terms and conditions.

(iii) The Proposal Security of the Successful Bidder will be returned on receipt of Performance Security from the Successful Bidder.

(iv) Any Bid submitted without the Proposal Security in the form as specified in the RFP document shall be summarily rejected.

(v) The Proposal Security of Bidders, whose Proposal is rejected on account of being non-responsive in accordance of Clause 4.8.2 of the RFP, will be returned/refunded within a period of sixty (60) days from the date of intimating the rejection of the Proposal by the Authority to the Bidder. The Proposal Security shall be forfeited by the Authority, in the following cases:

- If the Bidder withdraws his Bid after Technical Proposal opening and during the Bid Validity Period.
- In case of a Successful Bidder, if the Successful Bidder fails to sign the Concession Agreement within the specified time limit as given out in Clause 4.11.2 of the RFP or any extension thereof,
- In case of a Successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security or fails to start the work within stipulated period.
- In case there are conditions proposed with the Technical and/or Financial Proposals.

3.3.2 Performance Security and Project Development Fees

The Successful Bidder, for due and faithful performance of its obligations under the Concession Agreement, shall be required to provide to the Authority within twenty one (21) days of the acknowledgement of Notice of Award, the following:

- “Construction Performance Security” of an amount as stipulated in the Proposal Data Sheet;
- “Project Development Fees” of an amount as stipulated in the Proposal Data Sheet. The Successful Bidder is required to submit irrevocable and non – refundable Project Development Fees in the form of Demand Draft in favour of Jabalpur smart city limited.

3.3.3 Professional Fees

The Successful Bidder shall bear the professional fees charges for getting structural safety certificate and quality certification of final Project.

3.3.4 Annual Concession Fees

The Bidder will be required to pay to the Authority the **Annual Concession Fee/ ACF (annuity amount)** quoted by the Successful Bidder/ Concessionaire and as set out in the Notice of Award payable annually in advance starting from the first year of operation period/Commercial Operation Date of the Project. The ACF amount will be subjected to an inflation adjustment factor of 10% after every three years for the initial fifteen (15) years (i.e., on 3rd , 6th, 9th and 12th anniversary of first annual concession fee payment date)

The ACF shall be payable by the Concessionaire to the Authority in advance every year through the Escrow mechanism in the manner set forth in the Concession Agreement and more particularly in the Escrow Agreement. The first ACF shall be due and payable from the

Construction Completion Date and accordingly, the Concessionaire shall deposit the Annual Concession Fee 7 (seven) days prior to the same date every year. For Illustration, if the Construction Completion Date is 15th April, the Concessionaire shall have to deposit the ACF on or before 8th of April every year during the Concession Period.

3.4 One Bid per Bidder

Each Bidder shall submit only one Bid for the Project. Violation of this shall lead to disqualification of the Bidder along with the Consortium it is the part of.

3.5 Proposal Preparation and Cost

All Bidders are required to submit a detailed proposal (herein-after referred to as the "Proposal" or "Bid") in accordance with this RFP. Bidders should provide information sought herein in the prescribed formats in order to accurately establish and interpret the information provided. The cost of preparation of the Proposal and related expenses shall be borne by the Bidders themselves.

3.6 Due Diligence, Inspection and Investigation

The Bidders shall be deemed to have conducted a due diligence exercise with respect to all aspects of the Project, including a detailed survey of the site and information/ data provided by the Authority in the RFP Document, when they submit the Proposal. Interested Bidders are invited to visit and inspect the Site at their own expense. Failure to investigate fully the Site or subsurface conditions shall not be a valid ground to relieve the Bidder subsequently after its Proposal nor shall it relieve the Bidder from any responsibility for estimating the difficulty or costs of successfully completing the Project.

3.7 Validity of Proposal

3.7.1 The Proposal shall remain valid for a period not less than one hundred eighty (180) days from the due date of submission ("Offer Validity Period"). The Authority reserves the right to reject any Proposal that does not meet this requirement. Validity of Proposal shall be extended for a specified additional period at the request of the Authority.

3.7.2 A Bidder agreeing to the request will not be allowed to modify his Proposal, but would be required to extend the validity of his Proposal Security for the period of extension.

3.7.3 The Proposal Validity Period of the Successful Bidder shall be extended till the date of execution of the Concession Agreement.

3.8 Right to Reject Proposals

3.8.1 The Authority reserves the right to reject any / all proposals including the highest proposal or withdraw the invitation of the proposal at any stage without citing any reason. Nothing contained herein shall confer any right upon a Bidder or create any obligation/ liability upon the Authority of any type whatsoever.

3.8.2 Misrepresentation / Fraud / Breach of Terms and Conditions If it is discovered at any point of time that the Bidder has suppressed any fact or given a false statement or has done misrepresentation or fraud or has violated any of the terms of the RFP, the bid shall be cancelled by the Authority. In such an event, the Bidder will not be entitled to any compensation whatsoever, or refund of any other amount paid by him.

3.9 Disputes

All disputes between the Successful Bidder and the Authority shall be settled as per the dispute resolution procedure elaborated in the Concession Agreement. During the bidding process no dispute of any type would be entertained. Even in such cases where the Authority asks for additional information from any Bidder, the same cannot be adduced as a reason for citing any dispute.

4. TENDERING PROCEDURE AND SCHEDULE

4.1 Eligibility of the Bidders

4.1.1 Eligibility Criteria:

Interested Bidder meeting the following eligibility criteria may submit their proposal for individual projects:

S. No.	Description	Minimum Requirements
1	Technical Criteria	Contractors empanelled with Government of India/State Government/Public Sector undertakings as "A" class contractors Or Experience in construction or development in the following area- Passenger Terminals / Parking-cum-Commercial Complex / Shopping Malls/ Hotels / Resorts/ Group Housing/ Core Sector Projects (Core sector would include highway/ bridges / express way/

		tunnels / airfields / power/ telecom /ports / airports/ railway/ metro rail/ industrial parks / estate/ logistics parks/ pipeline/ irrigation/ water supply/ sewerage) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: - <ol style="list-style-type: none"> 1. Three similar completed works costing not less than the amount equal to 40% of the estimated cost. 2. Two similar completed works costing not less than the amount equal to 60% of the estimated cost. 3. One similar completed work costing not less than the amount equal to 80% of the estimated cost.
2	Financial Criteria	Average Annual financial turnover during the last 3 years, ending 31 st March of the previous financial year, should be at least 30% of the Estimated cost.

It is hereby made clear that in case of Consortium, the net worth of only those members would be taken into consideration that hold a minimum of 20% equity participation in the consortium in the same proportion that is mentioned in their Joint Bidding Agreement.

The technical experience of the Bidder shall be duly certified by the relevant authorities.

The net worth in Indian Rupee (INR) shall be duly certified by a statutory auditor.

4.1.2 Eligible Bidders

Bidders fulfilling the eligibility criteria set out above will be the eligible Bidders provided the Bidder is not under a declaration of ineligibility for corrupt or fraudulent practices, and the Bid is not non-responsive in terms of this RFP.

4.1.3 Pre-Bid Conference

Bidders may send their queries to the Authority by the date as stipulated in the Proposal Data Sheet in writing. All the Bidders will be sent the clarifications to queries received till the stipulated date. The queries received after the prescribed date will not be entertained by the Authority.

- (i) The purpose of the Pre-Bid Conference will be to clarify and discuss issues with respect to the Project, the RFP or any other related issues.

- (ii) The Bidder or his authorized representative is invited to attend a Pre-Bid Conference, which shall take place at the date and venue as prescribed in the Proposal Data Sheet
- (iii) It is advisable to attend the Pre-Bid Conference. Subsequent to the date of the Pre-Bid Conference, the Authority shall not respond to questions or inquiries from any Bidder.

4.1.4 Bidders may send their queries to the Authority by the date as stipulated in the Proposal Data Sheet in writing. All the Bidders will be sent the clarifications to queries received till the stipulated date. The queries received after the prescribed date will not be entertained by the Authority.

- The purpose of the Pre-Bid Conference will be to clarify and discuss issues with respect to the Project, the RFP or any other related issues.
- The Bidder or his authorized representative is invited to attend a Pre-Bid Conference, which shall take place at the date and venue as prescribed in the Proposal Data Sheet
- It is advisable to attend the Pre-Bid Conference. Subsequent to the date of the Pre-Bid Conference, the Authority shall not respond to questions or inquiries from any Bidder.

4.2 Amendment of RFP

4.2.1 At any time prior to the Proposal Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP through the issuance of addenda. This will be sent in writing to all the Bidders and shall be binding upon them.

4.2.2 In order to give the Bidders reasonable time in which to take an addendum into account, or for any other reason, the Authority may, at its discretion, extend the Proposal Due Date.

4.3 Preparation and Submission of Proposal

4.3.1 Completed proposals shall be accepted on or before the Proposal Due Date at the venue mentioned in the Proposal Data Sheet.

4.3.2 The Authority, at its sole discretion, retains the right, but is not obliged, to extend the Proposal Due Date by issuing an addendum.

4.3.3 Bidders shall furnish the information strictly as per the formats given in Article 5 of Section 1 of this document without any ambiguity. The Authority shall not be held responsible if the failure of any Bidder to provide the information in the prescribed formats results in lack of clarity in interpretation and consequent disqualification.

4.3.4 In case of a Consortium, wherever required, the Proposal must contain such information individually for each member of the Consortium.

4.3.5 In case of a Consortium, the members shall submit a Joint Bidding Agreement conveying their intent to jointly bid for the project, and in case the project is awarded to them, to form a SPC that will subsequently carry out all its responsibilities as the Concessionaire. The MOA(Memorandum of Association) shall also include the nomination of the Lead Member in the consortium and clearly outline the proposed shareholding and responsibilities of each member at each stage.

4.3.6 All proposals/bids/offers shall be signed by the duly 'Authorized Signatory' of the Bidder. In case of a consortium, the proposal shall be duly signed by the Authorized Signatory of the Lead Member. Bidders shall submit a supporting power of attorney authorizing the Authorized Signatory of the Proposal to commit the Bidder and agreeing to ratify all acts, deeds and things lawfully done by the said attorney. In case of a consortium, such power of attorney shall be signed by all members of the consortium and shall be legally binding on all of them.

4.3.7 The Authorized Signatory shall initial the Proposal on each page. He shall also initial all the alterations, omissions, additions, or any other amendments made to the Proposal.

4.3.8 All witnesses and sureties shall be the persons of status and probity and their full names and addresses shall be stated below their signature. All signatures in the Proposal documents shall be dated.

4.3.9 Bidders are required to submit only one Proposal.

4.3.10 Any entity which submits or participates in more than one Proposal shall be disqualified and shall also cause the disqualification of the consortium in which it is a member.

4.4 Language and Currency

4.4.1 The Proposal and all related correspondence and documents shall be written in English language. If any supporting document attached to the bid is in any other language, the same will be supported by an English translation and in case of any ambiguity the translation (original as translated by the Authority) shall prevail.

4.4.2 The currency for the purpose of the Proposal shall be Indian National Rupee (INR).

4.5 Bidder's Responsibility

4.5.1 It shall be deemed that prior to the submission of Proposal, the Bidder has made a complete and careful examination of:

- The requirements and other information set forth in this RFP document.
- The various aspects of the Project including, but not limited to the following:

- ✓ The Site, existing facilities and structures, access roads and public utilities in the vicinity of the Site;
- ✓ All other matters that might affect the Bidder's performance under the terms of this RFP, including all legal obligations, clearances, risks, costs, liabilities and contingencies associated with the Project.

4.5.2 Site Visit

- The Bidders prior to submitting their Bid for the Project, are expected to visit and examine the project site and the site surroundings at his/her own expenses, the site being offered on an "as is where is" basis and ascertain, on their own responsibility, information, technical data, traffic data, market study, etc. including actual condition of existing services which may or may not have to be shifted/removed/replaced etc.
- It shall be assumed that all these factors were accounted for by the Bidder while quoting his Bid. The Bidder shall be deemed to have full knowledge of the site whether he inspects it or not.

4.5.3 The Authority shall not be liable for any mistake or error or neglect by the Bidder in respect of the above. Proposals that are not substantively responsive to the requirements of this RFP document will be rejected.

4.6 Sealing and Marking of Proposals

4.6.1 The Proposals shall be sealed, marked and submitted as explained below:

a) Envelope No.1 containing the Proposal Security shall be marked as "Proposal Security Deposit".

b) Envelope No. 2, duly marked as "TECHNICAL BID" shall contain the following:

- Letter of Application and Interest (As per Format A)
- General Information on the Bidder (As per Format B)
- Affidavit (As per Format D)
- Power Of Attorney for Signing of Application (as per Format E)
- Proposal Security Format (as per Format F)
- Power of attorney for Lead Member from other Member in case of Consortium (as per Format G)
- Format to establish the Technical Experience of the Bidder (as per Format H)
- Format to establish the Financial Experience of the Bidder (as per Format I)
- Joint Bidding Agreement (as per Format J)
- Original RFP Document duly signed (on each page) by an authorized representative as a token of acceptance.
- All required submissions, if the Bidder is applying through Consortium and as stated in the RFP Document.

c) Envelope No. 3, duly marked as “FINANCIAL BID” shall be as per Format C.

d) All the above envelopes shall be enclosed in an outer cover/ envelope marked as “RFP for Development of Multi-Level Parking, re-development of swimming pool & development of food court/cafeteria/restaurant at Bhawartal.

e) The Outer envelope shall be addressed to:

Executive director

Jabalpur smart city limited (JSCL)

Manas Bhavan, Near Wright town Stadium

Jabalpur (M.P.)

4.6.2 If the envelope is not sealed and marked, as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the Proposal submitted. In that case, the prematurely opened proposals will be rejected.

4.6.3 Any Proposal received by the Authority after 15:00 hours on the Due Date will be liable for rejection. .

4.7 Modification and Withdrawal of Proposals

4.7.1 No Proposal shall be modified or withdrawn by the Bidder after the Proposal Due Date.

4.7.2 Withdrawal of a Proposal during the interval between Proposal Due Date and expiration of the Proposal Validity Period would result in forfeiture of the Proposal Security.

4.8 Opening of Bids

4.8.1 The technical bids received shall be opened by the Committee constituted by the Authority in the presence of the Bidders who chose to be present at the venue and date as mentioned in the Proposal Data Sheet. The date for opening of financial bids shall be intimated in advance to the technically qualified Bidders.

4.8.2 In case of the following non-responsiveness of proposal in terms of Clause 3.3.1(v) the Authority reserves the right to reject any Proposal and refund/ return the Proposal Security, if:

- It is not signed, sealed and marked as stipulated in Article 4.6 of Section 1 of the RFP document.
- The information and documents have not been submitted as requested and in the formats specified in the RFP.
- There are inconsistencies between the Proposal and the supporting documents.

- It does not mention the validity period as set out in Article 3.7 of the RFP document.
- It provides the information with material deviations.

4.8.3 A material deviation or reservation is one:

- which affects in any substantial way, the scope, quality, or performance of the Project, or
- which limits in any substantial way, inconsistent with the RFP document, the Authority 's rights or the Bidder's obligations, or
- Which would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

4.8.4 No request for modification or withdrawal shall be entertained by the Authority in respect of such Proposals.

4.9 Evaluation of Proposals

The evaluation will be done in two (2) stages as explained below:

4.9.1 In Stage - I, the Proposal Security in Envelope 1 shall be first checked. Proposals without the appropriate Proposal Security will be rejected. The submission(s) in Envelope 2 shall be checked for technical evaluation. All proposals passing Stage I of the evaluation will be considered responsive enough to be considered for the next stage.

4.9.2 In Stage – II of evaluation, the Financial Bids in Envelope 3 of only those Bidders who have passed Stage I shall be opened by the Authority in presence of the nominees of the Bidders, who choose to attend the same. **The Bidder quoting the highest annual concession fee (“H1”) shall be the Successful Bidder for the Project.** Bidders shall be ranked H1, H2, H3 etc. in increasing order of the annual concession fee quoted by them in their financial offers.

4.9.3 Even if only a single bid is received (and technically qualified) or a single bid amongst several is technically qualified, the Authority retains the right to open his Financial Bid and award the Project.

4.9.4 The Authority would have the right to review the Proposals and seek clarifications where necessary. The response from the Bidder(s) shall only be in writing but no change in the substance of the Proposal would be permitted. It is clarified that Bidders are free to make suggestions but are not allowed to submit any conditional bid as specified earlier.

4.9.5 Financial Proposals of Bidders who do not qualify the Stage-I of evaluation will not be opened and will be returned unopened.

4.9.6 The Proposal (Financial and Technical) should be unconditional and any conditionality attached with the proposal may result in the rejection of the Proposal.

4.10 Confidentiality

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. The Authority will treat all information submitted as part of all proposals in confidence and will insist that all who have access to such material treat it in confidence. The Authority 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 or due to statutory compliances.

4.11 Acknowledgement of the Proposal

4.11.1 The Successful Bidder shall be issued **Notice of Award** (“NoA”) in duplicate. The Successful Bidder shall within ten (10) days of the receipt of the NOA, sign and return the duplicate copy of NOA in acknowledgement thereof. In the event duplicate copy of the NOA duly signed by Successful Bidder is not received within stipulated time, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as damages on account of failure of the Successful Bidder to acknowledge the NOA.

4.11.2 After acknowledgement of the NOA as aforesaid by Successful Bidder, Concessionaire shall execute the Concession Agreement in the format specified by the Authority within thirty (30) days thereof. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

4.12 Execution of Concession Agreement

4.12.1 The Successful Bidder is required to sign the Concession Agreement within 30 (thirty) days of conveying his acceptance of the NoA to the Authority in writing. Prior to signing of the Concession Agreement, the Successful Bidder must satisfy the conditions required to be satisfied by it. The Authority shall not execute the Concession Agreement until these conditions have been satisfied:

- I. The Successful Bidder has submitted the requisite Construction Performance Security to the Authority.
- II. The Successful Bidder has deposited Project Development fees to the Authority.
- III. The Successful Bidder, if it is a subsidiary of a holding / parent company or part of an SPC, it shall be required to furnish a letter of guarantee from its holding / parent Company (including a board resolution of such holding / parent company) pledging such holding / parent company's irrevocable financial strength and technical support to its subsidiary (in case of SPC – in proportion to its subsidiary's holding in the SPC), at all times during the concurrency of the Concession Agreement, and even after its termination for any of the acts and liabilities of its subsidiary prior to termination.

4.12.2 Failure to meet the above conditions (i) to (iii) will result in a breach and the Authority shall be entitled to cancel the award without being liable, in any manner whatsoever, to the Bidder and to appropriate the proposal security and any other amount deposited till that time as 'Damages'.

4.12.3 The cost of stamp duty for execution of Concession Agreement, registration charges and any other related legal documentation charges and other incidental charges will be borne by the Successful Bidder.

4.12.4 In case of failure to sign the Concession Agreement within the stipulated time, the Authority shall retain the right to cancel the Award and forfeit the Bidder's proposal security and any other amount deposited till that time without being liable in any manner whatsoever to the Bidder.

4.13 Bids of other Bidders

4.13.1 The Authority shall return the proposal security received from the Bidders who have not qualified in Stage I of the evaluation, within one hundred eighty (180) days of opening of the technical bid. The proposal security shall be returned without payment of any interest.

4.13.2 Proposal Security received from all the short listed Bidders after Stage – II of evaluation (except H1, H2 and H3) will be returned within sixty (60) days from the date of opening of financial bid, and returned thereafter, without payment of any interest.

Proposal Data Sheet

Serial number	Key information	Details
1.	Name of the Project	Development, Operation and Maintenance of Multi Level Car Parking and re-development of swimming pool on D.B.F.O.T. at Bhawartal, Jabalpur(Madhya Pradesh)
2.	Location of the Project	Bhawartal , Jabalpur
3.	Name and Address of the Authority	Jabalpur Smart City Limited Manas Bhavan, near Satya Asoka hotel, wright town, Jabalpur (M.P.)
4.	Name of the Contact Person	
5.	Institutional Structure for Implementation	In case of Consortium or foreign entity, mandatorily form a Special Purpose Company (SPC) under Companies Act, 2013. Single bidder may choose to form an SPC
6.	Concession Format	Design – Build – Finance- Operate - Transfer (D.B.F.O.T.) Basis
7.	Earnest money/Proposal security	Amount of Proposal Security shall be Rs. 10,00,000 (Rs. Ten lakhs only)
8.	Tender Fees/Project development fees	30000.00(Non-Refundable)
9.	Bidding Parameter	The Bidder quoting the highest concession fee shall be the Successful Bidder.
10.	Performance Security	10% of project cost. 50% of performance security will be returned after successful construction period.
11.	Concession Period	15 (fifteen) years,
12.	Construction Period for Multi-Level Car Parking	12 (Twelve) months,
13.	Mandatory Components	<ul style="list-style-type: none"> (i) Real time information system should be incorporated with multi-level parking along with Jabalpur mobile application. (ii) Multi-level parking should have minimum 200 car parking &250 bike parking space. (iii) Multi-level car parking shall be mechanized. (iv) Re-development of swimming pool which shall be all season usable and shall be covered.

14.	Optional Component	
15.	Proposal Due Date	
16.	Pre Bid Conference	27/03/2017

5. PRESCRIBED FORMATS

A. Letter of Application & Interest

(To be submitted and signed by the Bidder's Authorized Signatory)

The Executive director,

Jabalpur smart city limited,

Sub: RFP for Development of Multi-Level Parking, re-development of swimming pool & development of food court/cafeteria/restaurant at Bhawartal in Jabalpur: Proposal for the Project

Sir,

1. Being duly authorized to represent and act for and on behalf of(Hereinafter referred to as "the Bidder"), and having studied and fully understood all the information provided in the bid document, the undersigned hereby apply as a Bidder for "Development of Multi-Level Parking, re-development of swimming pool & development of food court/cafeteria/restaurant at Bhawartal in Jabalpur" in accordance with the terms & conditions of the RFP Document issued by JSCL.

2. Our Technical & Financial Bids are as per the requisite formats along with the supporting documents, duly filled and signed on each page are enclosed in separate sealed envelopes as specified.

3. The Proposal Security is enclosed in the Envelope 1 marked "Proposal Security Deposit".

4. JSCL and its authorized representatives are hereby authorized to conduct any inquiries / investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification from our banker regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary and requested by your selves to verify statements and information provided in the application or with regard to the resources, experience and competence of the applicant.

5. JSCL and its authorized representatives may contact the following persons for any further information:

Name of the person (s):

Address:

Phone:

Fax:

6. This application is made with full understanding that: (a) JSCL reserves the right to reject or accept any bid, cancel the bidding process, and / or reject all bids. (b) JSCL shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.

7. We, the undersigned declare the statements made and the information provided in the duly completed application forms enclosed, as complete, true and correct in every detail.

8. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this RFP and Project related information as required for the Proposal. We have also visited the Site of the Project in Jabalpur for the assessment and have made our own due diligence and assessment regarding the Project.

9. We agree to keep our proposal valid for one hundred eighty (180) days from the date of submission of Proposal thereof, and not to make any modifications in the terms and conditions, not acceptable to the JSCL. Should this Proposal be accepted, we hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.

10. This application is made with the full understanding that the validity of Proposal submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by JSCL. We agree that, without prejudice to any other right or remedy, JSCL shall be at liberty to forfeit the said Proposal Security absolutely.

Authorized signatory

Date:

Name and seal of Bidder

Place:

Encl:

1. The Proposal Security of Rs. _____ (Rupees _____) in the form of Demand Draft/Bank Guarantee bearing No. _____ drawn upon _____ (bank) dated _____.

2. Power Of Attorney For Signing Of Application /Board resolution authorizing the signatory (as per the Suggested Format at Annexure E)

3. Joint Bidding Agreement in case of a Consortium

4. Relevant Submissions as per the given Formats.

B. General Information on the Bidder

- 1. (a) Name :
- (b) Country of incorporation:
- (c) Address of the corporate headquarters and its branch office(s), if any, in India:

2. Details of individual(s) who will serve as the point of contact / communication for JSCL within the Company:

- (a) Name :
- (b) Designation :
- (c) Company :
- (d) Address :
- (e) Telephone Number :
- (f) Fax Number :
- (g) E-Mail Address :

3. In case of Consortium:

a. The information above (1 & 2) should be provided for all the members of the consortium.

b. Information regarding role of each member should be provided:

Sl. No.	Name of Member	Proportion of Equity to be held in the Consortium	Role*

* Specify whether Lead Member / Ordinary Member

Signed
(Name of the Authorised Signatory)

For and on behalf of
(Name of the Bidder)
Designation
Place:
Date

To be enclosed:

- 1. Documents certifying Bidder's legal status
- 2. Certificate of incorporation / registration
- 3. In case of a Consortium, Joint Bidding Agreement & Power of Attorney signed by each Consortium partner, clearly indicating the lead partner
- 4. Latest brochures/ organization profiles etc.

C. Format for Financial Proposal

(To be submitted and signed by the Bidder's Authorized Signatory)

The Executive Director,
JSCL,
Jabalpur

Sub: Financial Proposal for Development of Multi-Level Parking, re-development of swimming pool & development of food court/cafeteria/restaurant at Bhawartal in Jabalpur, Madhya Pradesh.

Sir,

We hereby submit our UNCONDITIONAL Financial Proposal for the captioned Project in Bhawartal in Jabalpur, Madhya Pradesh. We hereby quote annual concession fees for the project as ----- INR as per the terms and conditions given in the Request for Proposal (RFP) Document.

We will design, build finance and operate the project within 15 (FIFTEEN) years of Concession Period and with above mentioned/quoted annual concession fees in accordance with the Concession Agreement executed with Jabalpur Smart City Limited as per the format specified by it.

We are making this proposal after taking into consideration all the terms and conditions stated in the RFP document, and after careful assessment of the site, all risks and contingencies and all other conditions that may affect the financial proposal.

We agree to keep our offer valid for one hundred and eighty (180) days from the due date of submission of this Proposal.

Authorized signatory

Date:

Name and seal of Bidder

Place:

D. Affidavit

(To be given separately by each consortium member in case of a consortium or otherwise by the Bidder on a Stamp Paper of Rs. 10).

I,, S/o,resident of, the(insert designation) of the(insert name of the single Bidder/consortium member if a consortium), do solemnly affirm and state as under :

1. **That** I am the authorized signatory of(insert name of company /consortium member) (hereinafter referred to as "Bidder/Consortium Member") and I am duly authorized by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the Bidder/consortium member.

2. **That** I have submitted information with respect to our eligibility for Jabalpur smart city limited(JSCL) Development of Multi-Level Parking, re-development of swimming pool & development of food court/cafeteria/restaurant at Bhawartal, Jabalpur, Madhya Pradesh (hereinafter referred to as "Project") Request For Proposal ('RFP') Document and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.

3. **That** I hereby affirm to furnish any information, which may be requested by JSCL to verify our credentials/information provided by us under this tender and as may be deemed necessary by JSCL.

4. **That** if any point of time including the Concession Period, in case JSCL requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, I shall promptly and immediately make available such information accurately and correctly to the satisfaction of JSCL.

5. **That** I fully acknowledge and understand that furnishing of any false or misleading information by us in our RFP shall entitle us to be disqualified from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.

6. I state that all the terms and conditions of the Request for Proposal (RFP) Document have been duly complied with.

DEPONENT

VERIFICATION:-

I, the above named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at, on this day of....., 2016.

DEPONENT

E. Format for Power of Attorney for Signing of Application

(On a Stamp Paper of appropriate value)

Dated -----

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms..... (Name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid in response to the RFP issued by the JABALPUR SMART CITY LIMITED (the "Authority") for the selection of a concessionaire for Planning, Designing, Engineering, Finance, Construction, Development, Operation and Maintenance of Multi-Level Parking, re-development of swimming pool & development of food court/cafeteria/restaurant ("Project") in ; including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority. AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2016

(Signature, name,
Designation and address)

Witnesses: 1.
2.

Accepted Notarized

(Signature, name, designation and address of the Attorney)

F. Format for Proposal Security (Bank Guarantee)
PROPOSAL SECURITY FORMAT

UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE

Bank Guarantee No.: _____

Dated: _____

Issuer of Bank Guarantee:

_____(Name of the Bank)

(hereinafter referred to as the “Bank”)

Beneficiary of Bank Guarantee:

Jabalpur Smart City Limited

On behalf of

Govt. of Madhya Pradesh

Nature of Bank Guarantee:

Unconditional and irrevocable Bank Guarantee.

Context of Bank Guarantee:

Whereas the Jabalpur Smart City Limited (the “Authority”) has invited bids by its Request for Proposal dated(the “RFP”) for the selection of a concessionaire for Planning, Designing, Engineering, Finance, Construction, Development, Operation and Maintenance of Multi-Level Parking, re-development of swimming pool & development of food court/cafeteria/restaurant at Bhawartal (“Project”) in Jabalpur, Madhya Pradesh. Whereas in accordance with the terms of the RFP, is submitting a bid for the Project in , and is required to submit a security of Rs. ----- (Rupees ----- Lakhs Only) with respect to the same.

Operative part of the Bank Guarantee:

1. At the request of the (Insert the name of the Bidder), we _____, _____ (name and address of the bank), hereinafter referred to as the “Bank”), do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the JSCL i.e. the beneficiary on behalf of the Bidder, up to a total sum of Rs. ----- (Rupees ----- Lakhs Only), such sum being payable by us to the ----- immediately upon receipt of first written demand from JSCL.

2. We unconditionally and irrevocably undertake to pay to the JSCL on an immediate basis, upon receipt of first written demand from the JSCL and without any cavil or argument or delaying tactics or reference by us to Bidder and without any need for the JSCL to convey to us any reasons for invocation of the Guarantee or to prove the failure on the part of the Bidder to repay the amount of _____ or to show grounds

or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs----- (Rupees ----- Lakhs Only). We hereby waive the necessity of the JSCL demanding the said amount from Bidder prior to serving the Demand Notice upon us.

3. We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree that the JSCL shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by Concessionaire, which are recoverable by the JSCL by invocation of this Guarantee.

4. This Guarantee will not be discharged due to the change in constitution of the Bank or the Bidder. We undertake not to withdraw or revoke this Guarantee during its currency/ validity period, except with the previous written consent of the JSCL.

5. We unconditionally and irrevocably undertake to pay to the JSCL, any amount so demanded not exceeding Rs. ----- (Rupees ----- Lakhs Only), notwithstanding any dispute or disputes raised by Bidder or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the JSCL, shall be a valid discharge of our liability for payment under this Guarantee and the Bidder shall have no claim against us for making such payment.

6. This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until _____ (180 days from the proposal due date). Notwithstanding any contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. ----- (Rupees ----- - Lakhs Only)

2. This unconditional and irrevocable Bank Guarantee shall be valid for a period of 180 days from _____ (Proposal Due Date).

**Form - G: POWER OF ATTORNEY BY EACH MEMBER OF THE CONSORTIUM
IN FAVOUR OF LEAD MEMBER**

Dated -----

**POWER OF ATTORNEY
TO WHOMSOEVER IT MAY CONCERN
(On a Stamp Paper of appropriate value)**

Whereas the Jabalpur Smart City Limited (the “**Authority**”) has invited bids by its Request for Proposal dated(the “**RFP**”) for the selection of a concessionaire for Planning, Designing, Engineering, Finance, Construction, Development, Operation and Maintenance of Multi-Level Parking, re-development of swimming pool & development of food court/cafeteria/restaurant at Bhawartal, Jabalpur, Madhya Pradesh.

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

Whereas, it is necessary for the Members 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 in and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at; and having our registered office at, and having our registered office at, (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize, 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**”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Notice of Award, 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 in

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)

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

Accepted
Notarized

(Signature, name, designation and address of the Attorney)

Witnesses:

- 1.
- 2.

Notes:

a) Each Power of Attorney submitted has to be notarized. 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.

b) 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 favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Format H: Format for establishing the Technical Experience of the Bidder

S. No	Description	Detail
1	Name of the Bidder :	
2	Name of the Project	
3	Location of the Project	
4	Nature of the Project	
5	Cost of the Project (in INR Crores)	
6	Commercial Operation Date of the Project	

The above mentioned information should be supported by relevant documents like possession certificate / commercial operation commencement certificate from the relevant authorities.

Format I: Format for establishing the Financial Experience of the Bidder.

Net Worth as on
31st March 2016

Net Worth (In INR cores)

The above mentioned information should be supported by relevant documents the Certificate from the Statutory Auditor / Chartered Accountant. Provide details for last three financial years.

Format J: Joint Bidding Agreement for Consortium

[Stamp Paper]

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 2016 **AMONGST**

1. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

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

WHEREAS,

(A) JABALPUR SMART CITY LIMITED Authority (“**JSCL**”/ the “**Authority**”) has invited bids (the “**Bids**”) by its Request for Proposal dated(the “**RFP**”) for selection of a concessionaire for Planning, Designing, Engineering, Finance, Construction, Development, Operation and Maintenance of Multi-Level Parking, re-development of swimming pool & development of food court/cafeteria/restaurant at Bhawartal in Jabalpur, Madhya Pradesh as identified in the RFP.

(B) The Parties are interested in jointly bidding for the Project for Multi-Level Parking, re-development of swimming pool & development of food court/cafeteria/restaurant at Bhawartal as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

2.1 The Parties do hereby irrevocably constitute a purposes of jointly participating in the bidding process for the Project for Multi-Level Parking, re-development of swimming pool & development of food court/cafeteria/restaurant at Bhawartal.

2.2 The Parties hereby undertake to participate in the bidding process only through this Consortium and not individually and/ or through any other consortium constituted for the Project for Multi-Level Parking, re-development of swimming pool & development of food court/cafeteria/restaurant at Bhawartal, either directly or indirectly or through any of their Associates. For the purpose of this clause, “**Associates**” means in relation to the Bidder/Consortium member, a person who either: (a) controls, is controlled by, or is under the common control with such Bidder/Consortium member or (b) in the event the Bidder is a company incorporated pursuant to a joint venture agreement, a joint venture partner that executed the joint venture agreement or has later joined the joint venture.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder and awarded the Project, it shall: (a) incorporate a Special Purpose Company (SPC) under the Indian Companies Act, 2013 for the implementation of the Project in accordance with the terms of the RFP; and (b) execute the Concession Agreement which is required to perform all its obligations in terms of the RFP. The Parties hereby undertake that in the event that the Consortium is declared the Successful Bidder and is awarded the Project, they shall ensure that due implementation of the Project by the SPC is done as per the Concession Agreement.

4. Role of the Parties

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

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the bidding process and until the due execution of the Concession Agreement.

(b) Party of the Second Part shall be {the Technical Member of the Consortium};

(c) Party of the Third Part shall be { }.

5. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP, and the Concession Agreement in the format specified by the Authority.

6. Lock- in Requirements

The Parties undertake that each member of the Consortium shall at all times from the date of execution of the Concession Agreement continue to hold equity share capital in the SPC as follows, and no change in the shareholding of the SPV would occur without the prior written approval of the Authority:

- (a) equity share of the First Part in the SPV: [...] % and
- (b) equity share of the Second Part in the SPV: [...] % and
- (c) equity share of the Third Part in the SPV: [...] %.

7. Representation of the Parties

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

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and Authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) Violate any applicable law presently in effect and having applicability to it;
 - (iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

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

9. Miscellaneous

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

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

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

For and on behalf of
LEAD MEMBER by:
(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
SECOND PART
(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
THIRD PART
(Signature)
(Name)
(Designation)

(Address)

In the presence of:

- 1.
- 2.

Notes:

1. All the Joint Bidding Agreements have to be notarized. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and Authority to execute this Agreement on behalf of the Consortium Member.