

**REQUEST FOR PROPOSAL  
(RFP) DOCUMENT**

**For**

**BUS TERMINAL CUM COMMERCIAL COMPLEX  
AT PATIALA (PUNJAB)  
ON  
PUBLIC PRIVATE PARTNERSHIP (PPP) BASIS**

**(NATIONAL COMPETITIVE BIDDING)  
DECEMBER 2019**

**ISSUED BY:**

**PUNJAB INFRASTRUCTURE DEVELOPMENT BORAD  
SCO 33-34-35, SECTOR 34A,  
CHANDIGARH -160022**

**ON BEHALF OF**

**PEPSU ROAD TRANSPORT CORPORATION (PRTC)  
NABHA ROAD, PATIALA, PUNJAB -147001**

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**Request For Proposal (RFP)**

## Disclaimer

1. The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidders(s), whether verbally or in documentary or any other form, by or on behalf of the PEPSU Road Transport Corporation (PRTC) (hereinafter referred as the “**Concessions Authority**”/“**Authority**”) and/or Punjab Infrastructure Development Board (PIDB) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement and is neither an offer nor invitation by the Concessions Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bid for the Project pursuant to this RFP (the “**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Concessions Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Concessions Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
3. 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 Concessions Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. The Concessions Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part for pre-qualification of Bidder(s) and evaluation of Technical Proposals of the Bidder’s for participation in the Bidding Process.
5. The Concessions Authority also 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.
6. The Concessions Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
7. The issue of this RFP does not imply that the Concessions Authority is bound to select and qualify any of the Bidders for evaluation of financial proposal or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Concessions Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever and if the Concessions Authority decides not to take up the Project further, then also, the Concessions Authority reserves the right to withdraw the LOA. The Concessions Authority, for any such rejection of bids/ withdrawal of LOA, shall not be held liable to pay any compensation to the Bidders/ Successful Bidder.
8. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Concessions Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Concessions Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

## Glossary

<b>Associate</b>	As defined in Clause 2.2.5
<b>Bids</b>	As defined in Clause 1.1.7
<b>Bid Due Date</b>	As defined in Clause 1.1.7
<b>Bid Security</b>	As defined in Clause 1.2.2
<b>Bidders</b>	As defined in Clause 1.2.1
<b>Bidding Documents</b>	As defined in Clause 1.1.7
<b>Bidding Process</b>	As defined in Clause 1.2.1
<b>Concessionaire</b>	As defined in Clause 1.1.2
<b>Concession Agreement</b>	As defined in Clause 1.1.2
<b>Conflict of Interest</b>	As defined in Clause 2.2.1(x)
<b>Consortium</b>	As defined in Clause 2.2.1(a)
<b>Financial Capacity</b>	As defined in Clause 2.2.1
<b>LOA</b>	Letter of Award
<b>Highest Bidder</b>	As defined in Clause 1.2.4
<b>PPP</b>	Public Private Partnership
<b>Project</b>	As defined in Clause 1.1.1
<b>Re. or Rs. or INR</b>	Indian Rupee
<b>SPV (Special purpose Vehicle)</b>	As defined in Clause 2.2.4
<b>Technical Capacity</b>	As defined in Clause 2.2.1

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

## **Invitation for Proposal**

## PEPSU ROAD TRANSPORT CORPORATION (PRTC)

### 1. INTRODUCTION

#### 1.1 Background

The PEPSU Road Transport Corporation (PRTC) (the Concessioneing Authority), through Punjab Infrastructure Development Board (PIDB), the nodal agency for the development of PPP Projects in the State of Punjab and with role of PIDB, limited to the provisions of Punjab Infrastructure (Development & Regulation) Act, 2002, decided to undertake the development, design, construction, operation and maintenance of Bus Terminal cum Commercial Complex at Patiala in the State of Punjab (the “**Project**”) through Public Private Partnership (the “**PPP**”) on Design, Build, Finance, Operate and Transfer (the “**DBFOT**”) basis, and has decided to carry out the bidding process for selection of an entity as the Bidder to whom the Project may be awarded.

**Brief particulars of the Project are as follows:**

Name of the Project	Area	Total Project Cost
Development of Bus Terminal cum Commercial Complex at Patiala on PPP basis	~ 6.25 Acres	~ Rs 52.34 Crore

The Concessioneing Authority intends to follow a single stage process and to invite ‘Technical Proposal’ and ‘Financial Proposal’ from intending Bidders (the “**Bidders**”). The Financial Proposals of the technically qualified bidders shall be opened, for awarding the Project through an open competitive bidding process in accordance with the procedure set out herein.

- 1.1.2 The Bidder may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.

A Bidder may be a natural person, private entity, [government-owned entity] or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium.

Upon selection, the Successful Bidder shall be required to incorporate a company under the Companies Act, 2013, as a special purpose company (the ‘**Concessionaire**’), within 45(forty five) days from the date of issuance of the Letter of Award (the “**LOA**”) by Concessioneing Authority, for execution of the Concession Agreement for the implementation of the Project in accordance with the provisions of the Concession Agreement. The Concessionaire shall be responsible for designing, engineering, financing, procurement, development and construction of Bus Terminal & Commercial Complex along-with operation and maintenance of the Project under and in accordance with the provisions of a long-term concession agreement (the “**Concession Agreement**”) to be entered into between the Concessionaire and the Concessioneing Authority in the form provided by the Concessioneing Authority as part of the Bidding Documents pursuant hereto.

#### 1.1.3 Brief Scope of Work

The Concessioneing Authority has decided to develop a Bus Terminal and Commercial Complex at Patiala (hereinafter referred as “**Project Site**”) in the State of Punjab.

As per the provisions of the draft Concession Agreement, the Concessionaire shall be required to

- (i) Design and Construct the Bus Terminal and Commercial Complex within the specified construction period (detailed out in the draft Concession Agreement).



- (ii) Operate and maintain the Bus Terminal and Commercial Complex area for the pre-determined Concession Period, as per Standards and Specifications; and
  - (iii) Collect requisite Adda Fee from Buses, Parking Fee, commercial charges from the Commercial Complex and Advertisement Charges.
- 1.1.4 The assessment of actual costs w.r.t the designing, engineering, financing, procurement and construction of Bus Terminal and Commercial Complex along with operation and maintenance of the Project, however, will have to be made by the Bidders. The Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Concession including implementation of the Project.
- 1.1.5 The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "**Concession**"). As part of the Bidding Document, the Concessions Authority will provide a draft Concession Agreement.
- 1.1.6 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Concessions Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Concessions Authority.
- 1.1.7 The Bids pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Concessions Authority (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**"). The Bids shall be valid for a period of not less than 180 days (one hundred eighty days) from the date specified in Clause 1.3 for submission of bids (the "**Bid Due Date**").

## **1.2 Brief description of Bidding Process**

- 1.2.1 The Concessions Authority, has adopted a single stage process (referred to as the "**Bidding Process**") as specified in Section 2 for selection of the bidder for award of the Project. The first step shall include evaluation of the Technical Proposals to qualify the interested parties who made the Bid in accordance with the provisions of this RFP (the "**Bidder**", which expression shall, unless repugnant to the context, include the Members of the Consortium) and second step shall refer to evaluation of Financial Proposals of the technically qualified Bidders. Along with the submission of the Bid, the Bidder shall pay online to Punjab Infrastructure Development Board a sum of **Rs. 10,000/- (Rupees Ten Thousand only)** as the cost of the Bidding Process and Bidding Documents.
- 1.2.2 In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security of **Rs. 52,00,000/- (Rupees Fifty Two Lakh)** (the "**Bid Security**"), refundable no later than 90 (ninety) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft in favour of Punjab Infrastructure Development Board payable at Chandigarh or a bank guarantee acceptable to PIDB in the format at Appendix-IV, and in such event, the validity period of the demand draft shall not be less than 90 days (and further extendable to 90 days) or bank guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

- 1.2.3 The Bidders would be required to furnish all the information specified in this RFP. The Bidders shall be qualified and short-listed on the basis of evaluation of Technical Proposal. The Financial Proposals shall be opened in respect of Bidders technically qualified by the Concessions Authority .
- 1.2.4 The Bids are invited for the Project on the basis of offer to quote the maximum **Additional Annual Concession Fee (AACF)** to the Concessions Authority. It is clarified here that the Bidder has to quote the AACF w.r.t the development of Bus Terminal and Commercial Complex (having **minimum 43000 sq ft** of commercial built-up area). If the Concessionaire constructs the Commercial Complex having a built-up area more than the minimum specified commercial built-up area, then the extra AACF (towards additional commercial built-up area) shall be paid by the Concessionaire on a pro-rata basis as per the provisions of draft Concession Agreement.
- 1.2.5 The concession period is pre-determined, as indicated in the draft Concession Agreement.
- 1.2.6 *Intentionally Left Blank*
- 1.2.7 The Concessionaire shall be entitled to levy and charge a pre-determined Adda Fee from the buses and a Parking Fee, as provided in Schedule-R of the draft Concession Agreement. The Adda Fee shall be increased as per provisions of Schedule-R appended to the Concession Agreement.

However, the Concessionaire shall be required to carry out its own survey/ verification and due diligence w.r.t the number of Buses plying to the existing bus terminal/ to be served by the proposed Bus Terminal facility. PIDB and Concessions Authority, at no time, be held responsible for any such data.

- 1.2.8 Further and other details of the process to be followed and terms thereof are set out in this RFP.
- 1.2.9 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.14.4 below. The envelopes/ communications shall clearly bear the following identification/ title:

**“Queries/ Request for Additional Information: RFP for Development, Operation and Maintenance of Bus Terminal cum Commercial Complex at Patiala in the State of Punjab on Design, Build, Finance, Operate and Transfer (DBFOT) basis”.**

### **1.3 Schedule of Bidding Process**

The Concessions Authority shall endeavour to adhere to the following schedule:

S.No.	Event Description	Date & Time
1.	Sale of Bid Documents	8 <sup>th</sup> January 2020
2.	Last date for receiving queries	20 <sup>th</sup> January 2020
3.	Pre-Bid Conference	20 <sup>th</sup> January 2020 at 1130 hrs (IST) in PIDB office, Sector 34-A, Chandigarh-160022
4.	Response to queries latest by	To be intimated later
5.	Bid Due Date:	
a)	On-line submission of Bid	24 <sup>th</sup> February 2020, up-to 1500 hrs (IST)
b)	Submission of Bid in physically form	24 <sup>th</sup> February 2020, up-to 1530 hrs (IST)
6.	Opening of Technical Proposal	24 <sup>th</sup> February 2020, at 1600 hrs (IST)
7.	Announcement of short-listed Bidders	To be intimated later
8.	Opening of Financial Proposals	To be intimated later
9.	Letter of Award (LOA)	Within 60 days of Bid Due Date
10.	Validity of Bids	180 days of Bid Due Date
11.	Signing of Concession Agreement	Within 60 days of receipt of LOA

**Note(s):**

For participation in the e-tendering process the Bidders need to register themselves on e-tendering website: <https://eproc.punjab.gov.in/nicgep/app>. On registration Bidder shall be provided with a User ID and a system generated password enabling them to submit their bid along with Digital System Certificate (DSC).

Bids have to be submitted 'on-line' latest by the dates as specified above, and as per procedure laid down in Section 2.12 to 2.17

Bid submitted through any other mode shall not be entertained. However, Technical Proposal shall be submitted physically latest by the dates as specified above and as per procedure laid down in Section 2.14.

Bids without digital signatures will not be accepted by the e-tendering system. No Bid will be accepted only in physical form and in case it has been submitted only in the physical form it shall be rejected summarily.

The Instructions to Bidders (ITB) of the RFP document can also be downloaded from the websites <https://eproc.punjab.gov.in/nicgep/app>. However, complete Bidding Document comprising of the Request for Proposal Document (including ITB), draft Concession Agreement and Schedules to Draft Concession Agreement shall be downloaded from e-tendering website after making online payment of **Rs. 10,000/ - (Ten Thousand Only)**, through online payment gateway, as the cost of Bidding Documents/process.

The above schedule is tentative. The Concessions Authority reserves the right to modify the said schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

Further, Concessions Authority reserves the right to hold, in its sole and absolute discretion, more than one pre-bid meeting or hold one or more consultation meetings with the interested parties and in such event the above schedule shall stand modified and amended.

## 2. INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### 2.1 General terms of Bidding

- 2.1.1 The Concessing Authority wishes to receive Bids comprising of “Technical Proposal” and “Financial Proposal”. Based on the evaluation of Technical Proposal, prospective bidders shall be qualified and the technically qualified Bidders shall be informed.
- 2.1.2 Subsequently “Financial Proposal” of qualified Bidders shall be opened and evaluated pursuant to provisions of Section 3.
- 2.1.3 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Concessing Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 2.1.4 For participation in the e-tendering process the Bidders need to register themselves with e-procurement/tendering website. On registration they shall be provided with a User ID and a system generated password enabling them to submit their bid along with Digital System Certificate (DSC).

Bids have to be submitted both ‘on-line’ and ‘in physical form’, latest by the dates as specified in Section 1.3, and as per procedure laid down in Section 2.12 to 2.17.

Bids without digital signatures will not be accepted by the Electronic tendering system. No Bid will be accepted only in physical form and in case it has been submitted only in the physical form it shall be rejected summarily.

#### 2.2 Eligibility of Bidders

- 2.2.1 For determining the eligibility of Bidders for their qualification/short-listing hereunder, the following shall apply:
- (a) The Bidder for qualification /short-listing may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
- (b) A Bidder may be a natural person, private entity, [government-owned entity] or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.6 below.
- (c) The Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Concessing Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss or damage likely to be suffered and incurred by the Concessing Authority and not by way of penalty for, inter alia, the time, cost and effort of the Concessing Authority, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Concessing Authority under the Bidding Documents and /or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, its Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.2.1 (c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others’ information about, or to influence the Bid of either or each other; or
- (vi) such Bidder or any Associate thereof has participated as a consultant to the Concessioning Authority in the preparation of any documents, design or technical specifications of the Project.

*Explanation:* In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.1 (c) shall include each Member of such Consortium.

- (d) A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Concessioning Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

*Explanation:*

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.1(c), shall include each Member of such Consortium.

2.2.2 To be eligible for qualification and short-listing, a Bidder shall fulfil the following conditions of eligibility:

**(A) Technical Capacity:** For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Bidder shall, over the past 5 (five) financial years preceding the Bid Due Date, have:

- (i) paid for, or received payments for, construction of Eligible Project(s) in Category 3 and/or 4 specified in Clause 3.2.1; and/ or
  - (ii) paid for development of Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2.1; and/ or
  - (iii) collected and appropriated revenues from Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2.1,
- such that the sum total of the above is more than Rs. 78.51 crore (Rupees Seventy Eight Crore and Fifty One Lakh) (the “**Threshold Technical Capacity**”).

Provided that at least one fourth of the Threshold Technical Capacity shall be from the Eligible Projects in Category 1 and/ or Category 3 specified in Clause 3.2.1.

**(B) Financial Capacity:** The Bidder shall have a minimum Net Worth of Rs. 13 crore (Rupees Thirteen crore only) at the close of the preceding financial year (the “**Financial Capacity**”).

In case of a Consortium, the combined technical capacity and net worth of those Members, who have and shall continue to have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above conditions of eligibility; provided that each such Member shall, during the Construction Period of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement and in the remaining Concession Period of the Project, hold equity share capital not less than: (i) 11% (eleven per cent) of the subscribed and paid up equity of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement.

2.2.3 **O&M Experience:** The Bidder shall, in the case of a Consortium, include a Member who shall subscribe and continue to hold at least 10% (ten per cent) of the subscribed and paid up equity of the SPV for a period of 5 (five) years from the date of commercial operation of the Project, and has either itself or through its Associate, experience of 5 (five) years or more in operation and maintenance (O&M) of Category 1 projects specified in Clause 3.2.1, which have an aggregate capital cost of Rs. 10 crore (Rupees ten crore). In case the Bidder is not a Consortium, it shall be eligible only if it has equivalent experience of its own or through its Associates. In the event that the Bidder does not have such experience, it should furnish an undertaking that if selected to undertake the Project, it shall for a period of at least 5 (five) years from the date of commercial operation of the Project, enter into an agreement for entrusting operation and maintenance (O&M) obligations to an entity having the aforesaid experience, failing which the Concession Agreement shall be liable to termination.

2.2.4 The Bidders shall enclose with its Bid, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

- (i) Certificate(s) from its statutory auditors or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 5 (five) years in respect of the projects specified in paragraph 2.2.2 (A) above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and

- (ii) certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.4 (ii). For the purposes of this RFP, net worth (the “**Net Worth**”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted from the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders.
  - (iii) Bid Security pursuant to Clause 2.13.5.
  - (iv) Online payment receipt for an amount of Rs. 10,000 (Rupees Ten Thousand) in favour of Punjab Infrastructure Development Board payable at Chandigarh towards the cost of the bidding process and bidding document.
- 2.2.5 The Bidder should submit a Power of Attorney as per the format at Appendix-II, authorizing the signatory of the Bid to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-III.
- 2.2.6 The Bidder is required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 2013 (the “**SPV**”), to execute the Concession Agreement and implement the Project. In case the Bidder is a Consortium, it shall, in addition to forming a SPV, comply with the following additional requirements:
- (a) Number of members in a consortium shall not exceed 4 (four);
  - (b) subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each member of the Consortium;
  - (c) members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have an equity share holding of at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;
  - (d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
  - (e) an individual Bidder cannot at the same time be member of a Consortium applying for qualification and selection as Concessionaire for the Project. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for qualification and selection as Concessionaire for the Project;
  - (f) the members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;
  - (g) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the “**Jt. Bidding Agreement**”), for the purpose of submitting this Bid. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:
    - (i) convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
    - (ii) clearly outline the proposed roles and responsibilities, if any, of each member;
    - (iii) commit the minimum equity stake to be held by each member;

- (v) commit that each of the members, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement throughout the Construction Period and (i) 11% (eleven per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement during the remaining Concession Period;
- (vi) members of the Consortium undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid up equity of the SPV at all times during the Concession Period; and
- (vi) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement.
- (h) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Concessioneing Authority.

2.2.7 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT, DBFOT, OMT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit the Bid, either individually or as member of a Consortium.

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

2.2.9 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Concessioneing Authority/ PIDB in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Concessioneing Authority , including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Concessioneing Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Concessioneing Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.2.10 In computing the Technical Capacity and Net Worth of the Bidder / Consortium Members under Clauses 2.2.2, 2.2.4 and 3.2, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder:



For purposes of this RFP, Associate means, in relation to the Bidder / Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder / Consortium Member (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

2.2.11 The following conditions shall be adhered to while submitting the Bid:

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (b) Information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;
- (c) For responding to the qualification/short-listing, Bidders should demonstrate their capabilities in accordance with Clause 3.1 below; and
- (d) In case the Bidder is a Consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein.

2.2.12 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three (3) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

### **2.3 Intentionally left blank**

### **2.4 Change in Ownership**

2.4.1 By submitting the Bid, the Bidder acknowledges that it was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members who shall have, (i) 51% (fifty one per cent) thereof during Construction Period and (ii) 26% (twenty six per cent) thereof during the Concession Period; provided that the Consortium Members whose technical capacity and networth was used to satisfy the eligibility shall continue to have minimum 11 (eleven) percent each of the subscribed and paid up equity share capital of the SPV and (iii) 5% (five percent) of the Total Project Cost specified in the Concession Agreement during the entire Concession Period; provided further that any material variation (as compared to the representations made by the Concessionaire during the bidding process for the purposes of meeting the minimum conditions of eligibility or for evaluation of its Bid, as the case may be,) in the proportion of the equity holding of {the selected bidder/any Consortium Member} to the total Equity, if it occurs prior to COD, shall constitute Change in Ownership. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 2.4.1 shall apply only when the Bidder is a Consortium.

2.4.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Concessions Authority forthwith along with all relevant particulars about the same and the Concessions Authority

may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Concessions Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Concessions Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Concessions Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

## **2.5 Number of Bids and costs thereof**

- 2.5.1 No Bidder shall submit more than one Bid for the Project. A bidder applying individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.
- 2.5.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. The Concessions Authority shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

## **2.6 Site visit and verification of information**

- 2.6.1 Bidders are encouraged to submit their respective Bids after visiting the Project Site and ascertaining for themselves the site conditions, traffic, number of buses plying to the existing bus terminal, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

The tentative number of buses that enter/exit, from the existing bus stand in a day is approx. 1293. However, bidders are advised to undertake their own survey regarding number of buses & assessment of Adda Fee. Bidders are also advised to submit their respective Bids after visiting the Project Site and ascertain for themselves the site conditions, traffic, number of buses plying to the bus terminal, location and surroundings, etc.

The Concessions Authority and/or PIDB, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information (including tentative number of buses) contained therein or deemed to form part for pre-qualification of Bidder(s) and evaluation of Technical Proposals of the Bidder's for participation in the Bidding Process.

## **2.7 Acknowledgement by Bidders**

- 2.7.1 It shall be deemed that by submitting the Bid, the Bidder has:
- (a) made a complete and careful examination of the RFP, Bidding documents;
  - (b) received all relevant information requested from the Concessions Authority ;
  - (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding documents or furnished by or on behalf of the Concessions Authority relating to any of the matters referred to in Clause 2.6 above;

- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.6 hereinabove necessary and required for submitting a Bid, execution of the Project, operation and maintenance of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
  - (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.6 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Concessioneing Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
  - (f) acknowledged that it does not have a Conflict of Interest; and
  - (g) agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.7.2 The Concessioneing Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP, Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Concessioneing Authority.

## **2.8 Verification and Disqualificatio**

- 2.8.1 The Concessioneing Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Concessioneing Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Concessioneing Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Concessioneing Authority thereunder.
- 2.8.2 The Concessioneing Authority reserves the right to reject any Bid and appropriate the Bid Security if:
- (a) at any time, a material misrepresentation is made or uncovered, or
  - (b) the Bidder does not provide, within the time specified by the Concessioneing Authority, the supplemental information sought by the Concessioneing Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified/ rejected. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder in terms of offering highest Additional Annual Concession Fee gets disqualified / rejected, then the Concessioneing Authority reserves the right to:

- (i) invite the remaining Bidders to submit their Bids in accordance with Clauses 3.6.3 and 3.6.4; or
  - (ii) take any such measure as may be deemed fit in the sole discretion of the Concessioneing Authority, including annulment of the Bidding Process.
- 2.8.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Concessioneing Authority, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Concessioneing Authority to the Selected

Bidder or the Concessionaire, as the case may be, without the Concessions Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire. In such an event, the Concessions Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Concessions Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

## **B. DOCUMENTS**

### **2.9 Contents of the RFP**

2.9.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.11.

#### **Invitation for Bids**

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

#### **Appendices**

- I. Letter comprising the Bid - Technical Proposal
- II. Power of Attorney for signing of Bid
- III. Power of Attorney for Lead Member of Consortium
- IV. Joint Bidding Agreement for Consortium
- V. Letter comprising the Financial Proposal
- VI. Bank Guarantee for Bid Security.

2.9.2 The draft Concession Agreement provided by the Concessions Authority as part of the Bid Documents shall be deemed to be part of this RFP.

### **2.10 Clarifications**

2.10.1 Bidders requiring any clarification on the RFP may notify Concessions Authority in writing or by fax and e-mail in accordance with Clause 1.2.9. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. Concessions Authority shall endeavour to respond to the queries within the period specified therein, but no later than 7 (seven) days prior to the Bid Due Date (online submission of Bid). The responses will be sent by fax and/or e-mail.

2.10.2 The Concessions Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Concessions Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Concessions Authority to respond to any question or to provide any clarification.

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

### **2.11 Amendment of RFP**

2.11.1 At any time prior to the Bid Due Date (online submission of Bid), the Government may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP / Bidding Documents by the issuance of Addenda.

- 2.11.2 Any Addendum issued hereunder will be posted on the website <https://eproc.punjab.gov.in/nicgep/app>.
- 2.11.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Concessions Authority may, in its sole discretion, extend the Bid Due Date.

## C. PREPARATION AND SUBMISSION OF BIDS

### 2.12 Language

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

### 2.13 Format and signing of Bid

- 2.13.1 The Bidder shall provide all the information sought under this RFP. Concessions Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.
- 2.13.2 The Bidder shall prepare original set of the Bid (together with originals/ copies of documents required to be submitted along therewith pursuant to this RFP). The Bidder shall submit the Bid on-line through e-portal: <https://eproc.punjab.gov.in/nicgep/app>, which shall comprise scanned copies of following documents by the stipulated date and time:

**Cover-1** Envelope 'A' – 'Technical Proposal' shall contain:

- (i) Bid in the prescribed format (Appendix-I) along with Annexes and supporting documents;
- (ii) Power of Attorney for signing the Bid as per the format at Appendix-II;
- (iii) If applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;
- (iv) Copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-IV;
- (v) Copies of Bidder's duly audited balance sheet and profit and loss account for the preceding five (5) years, (summary only);
- (vi) Bid Security as per Clause 2.13.5
- (vii) Online payment receipt for an amount of Rs.10,000/- (Rupees ten thousand only) in favour of Punjab Infrastructure Development Board payable at Chandigarh towards the cost of the bidding process and bidding document.

**Cover-2** shall contain the "Financial Proposal" in the format prescribed as per Appendix-V. Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid.

Invitation for RFP Notice/RFP Document/Concession Agreement can be downloaded from the website <https://eproc.punjab.gov.in/nicgep/app>. The document downloaded from the website shall not be tampered. If any tampering is detected before signing of the Concession Agreement, the Bid Security of the Bidder shall be forfeited and the Bidder shall be debarred for a period of one year for bidding in the Concessions Authority's projects.

The Bidder is also required to submit the original Set of Technical Proposal physically by the stipulated date & time.

2.13.3 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bid shall contain page numbers and shall be bound together in hard cover which is to be submitted in physical form.

In case of any discrepancy between the documents as submitted in physical form and scanned copy submitted on line, the bid will be rejected and the bid security shall be forfeited and the Bidder shall be debarred for tendering in the Concessions Authority's project for a period of one year.

#### **2.13.4 Validity of Bids**

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date.

#### **2.13.5 Bid Security**

2.13.5.1 The Bidder shall furnish as part of its Bid, a Bid Security of Rs. 52,00,000 (Rupees Fifty Two Lakh) either as a Demand Draft or in the form of Bank Guarantee issued by a nationalized bank, or a Scheduled Indian Bank or a foreign bank located in India and approved by Reserve Bank of India in favour of Punjab Infrastructure Development Board payable at Chandigarh. The bank Guarantee shall be in the format at Appendix-VI (the "**Bank Guarantee**") and having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date.

2.13.5.2 The Concessions Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.13.5.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Concessions Authority as non-responsive.

2.13.5.4 Save and except as provided in Clauses 1.2.2 above, the Bid Security of unsuccessful Bidders will be returned by the Concessions Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Concessions Authority, and in any case within 60 (sixty) days from the Bid Due Date. Where Bid Security has been paid by deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to PIDB, give the name and address of the person in whose favour the said demand draft shall be drawn by PIDB for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

2.13.5.5 The Selected Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof.

2.13.5.6 PIDB shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.13.5.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Concessions Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.13.5.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Concessions Authority under the Bidding Documents

and/ or under the Concession Agreement, or otherwise, under the following conditions:

- (a) If a Bidder submits a non-responsive Bid;
- (b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
- (c) In case of any discrepancy between the documents as submitted in physical form and scanned copy submitted online;
- (d) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Concessing Authority;
- (e) In the case of Selected Bidder, if it fails within the specified time limit:-
  - (i) to sign and return the duplicate copy of LOA;
  - (ii) to sign the Concession Agreement; or
  - (iii) to furnish the Performance Security within the period prescribed therefore in the Concession Agreement.
- (f) In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

## **2.14 Sealing and Marking of Bids**

2.14.1 The Bidder shall submit the “Technical Proposal” physically in the format specified at Appendix-I, together with the documents specified in Clause 2.14.2, and seal it in an envelope (Cover-1) and mark the envelope as “**Technical Proposal**”. The envelope shall then be sealed and be marked in accordance with Clauses 2.14.

2.14.2 Cover 1, Envelope ‘A’, “Technical Proposal” shall contain:

- (i) Bid in the prescribed format (Appendix-I) along with Annexes and supporting documents;
- (ii) Power of Attorney for signing the Bid as per the format at Appendix- II;
- (iii) If applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;
- (iv) Copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-IV;
- (v) Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed; and
- (vi) Copies of Bidder’s duly audited balance sheet and profit and loss account for the preceding five (5) years;
- (vii) Bid Security as per Clause 2.13.5;
- (vii) RFP document as unloaded duly signed; and
- (ix) Online payment receipt for an amount of Rs. 10,000/- (Rupees ten thousand only) in favour of Punjab Infrastructure Development Board payable at Chandigarh towards the cost of the bidding process and bidding document.

Cover 1 shall be sealed and shall clearly bear the following identification: “TECHNICAL PROPOSAL for Development of Bus Terminal cum Commercial Complex at Patiala under PPP mode;

2.14.4 Each of the envelopes (Cover-1) shall be addressed to:

The Managing Director  
Punjab Infrastructure Development Board (PIDB),  
S.C.O 33-34-35, Sector 34-A, Chandigarh  
E-mail: mdpidb@gmail.com

2.14.5 If the envelope is not sealed and marked as instructed above, the Government assumes no

responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

- 2.14.6 Scanned copy of the Bid shall be submitted online through e-portal <https://eproc.punjab.gov.in/nicgep/app> on or before the Bid Due Date & time (online submission of Bid) and Technical Proposal in physical form shall be submitted in the office of PIDB specified in Clause 2.14.4 after online submission of Bid but before Bid Due Date [Submission of Technical Proposal (Cover-1) in physical form]. Technical proposals of the Bidders who fail to submit the Technical Proposal in the physical form as per Clause 2.14 above shall not be opened On-line and rejected.

## **2.15 Bid Due Date**

- 2.15.1 Scanned copy of Bids shall be submitted online through e-portal <https://eproc.punjab.gov.in/nicgep/app> on or before the Bid Due Date & time (online submission of Bid) , followed by physical submission of Bid as per details described in Clause 2.14 above on or before the Bid Due Date and time. [Submission of Bid (Cover-1) in physical form].
- 2.15.2 The Concessioneing Authority may, in its sole discretion, extend the Bid Due Date (online submission of Bid) by issuing an Addendum in accordance with Clause 2.11 uniformly for all Bidders.
- 2.15.3 In the event of the specified date for Submission of Bid (Cover-1) in physical form is declared a holiday for the Concessioneing Authority, the physical submission of Bid (Cover-1) will be received up to the appointed time on the next working day.

## **2.16 Late Bids**

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

## **2.17 Modifications/ substitution/ withdrawal of Bids**

- 2.17.1 Bids once submitted Online cannot be modified, substituted or withdrawn.

## **2.18 Rejection of Bids**

- 2.18.1 Notwithstanding anything contained in this RFP, the Concessioneing Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event Concessioneing Authority rejects or annuls all the bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.18.2 The Concessioneing Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

## **D. EVALUATION PROCESS**

### **2.19 Opening and Evaluation of Bids**

- 2.19.1 The Concessioneing Authority shall open the Bids, Cover 1 Envelope "A" containing the "Technical Proposal" as per schedule of bidding process specified in Clause 1.3 on the Bid Due Date (submission of Bid in physical form) in the office of PIDB Sector 34-A, Chandigarh and in the presence of the Bidders who choose to attend.
- 2.19.2 In case of any discrepancy between the documents as submitted online and those submitted in physical form, the Bid will be rejected and the Bid Security shall be forfeited and the Bidder shall be debarred for tendering in Concessioneing Authority for a period of one year.



- 2.19.3 The Concessioneing Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 3.
- 2.19.4 The Bidders are advised that qualification/short-listing of Bidders will be entirely at the discretion of Concessioneing Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 2.19.5 Any information contained in the Bid shall not in any way be construed as binding on Concessioneing Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 2.19.6 Concessioneing Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 2.19.7 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, Concessioneing Authority may, in its sole discretion, exclude the relevant project from technical evaluation.
- 2.19.8 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Government as incorrect or erroneous, Concessioneing Authority shall reject such claim and exclude the same from computation of the Eligible Score, and may also, while computing the aggregate Experience Score of the Bidder, make a further deduction equivalent to the claim rejected thereunder. Where any information is found to be patently false or amounting to a material misrepresentation, Concessioneing Authority reserves the right to reject the Bid in accordance with the provisions of Clauses 2.8.2 and 2.8.3.

## **2.20 Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the qualification /short-listing of Bidders and evaluation of financial proposals shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Concessioneing Authority in relation to or matters arising out of, or concerning the Bidding Process. The Concessioneing Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Concessioneing Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Concessioneing Authority or as may be required by law or in connection with any legal process.

## **2.21 Tests of responsiveness**

- 2.21.1 Prior to the evaluation of Bids, the Concessioneing Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
- (a) it is received as per format at Appendix-I;
  - (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.15.2;
  - (c) it is signed, sealed, bound together in hard cover, and marked as stipulated in Clauses 2.13 and 2.14 and scanned copy has been submitted by the Bid Due Date (online submission of Bid);
  - (d) it is accompanied by the Power of Attorney as specified in Clause 2.2.5, and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.6 (c);
  - (e) it contains all the information and documents (complete in all respects) as requested in this RFP including downloaded copy of RFP duly signed;
  - (f) it contains information in formats same as those specified in this RFP;

- (g) it contains certificates from its statutory auditor's in the formats specified at Appendix-I of the RFP for each Eligible Project;
- (h) Online payment receipt for an amount of Rs. 10,000 (Rupees Ten Thousand only) in favour of PIDB payable at Chandigarh towards the cost of the bidding process and bidding document;
- (i) it is accompanied by the Bid Security as specified in Clause 2.13.5;
- (j) it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.6(g);
- (k) it is accompanied by the Financial Proposal (Appendix-V);'
- (l) there is no discrepancy between the documents as submitted online and those submitted in physical form;
- (m) it does not contain any condition or qualification; and
- (n) it is not non-responsive in terms hereof.

2.21.2 The Concessioneing Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Concessioneing Authority in respect of such Bid.

## **2.22 Clarifications**

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

2.22.2 If a Bidder does not provide clarifications sought under Clause 2.22.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Concessioneing Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Concessioneing Authority.

## **E. QUALIFICATION AND BIDDING**

### **2.23 Short-listing and notification**

After the evaluation of "Technical Proposal", the Concessioneing Authority would announce a list of qualified/short-listed Bidders whose "Financial Proposal" will be opened on a date and time to be intimated to the qualified/short-listed Bidders. At the same time, the Concessioneing Authority would notify the other Bidders that they have not been qualified/short-listed. The Concessioneing Authority will not entertain any query or clarification from Bidders who fail to qualify.

### **2.24 Proprietary data**

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

### **2.25 Correspondence with the Bidder**

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

### 3. CRITERIA FOR EVALUATION

#### 3.1 Evaluation parameters

- 3.1.1 Only those Bidders who meet the eligibility criteria specified in Clause 2.2.2 above shall qualify for evaluation under this Section 3. Bidders who do not meet these criteria shall be rejected.
- 3.1.2 The Bidder's competence and capability is proposed to be established by the following parameters:
- (a) Technical Capacity; and
  - (b) Financial Capacity.

#### 3.2 Technical Capacity for purposes of evaluation

- 3.2.1 Subject to the provisions of Clause 2.2, the following categories of experience would qualify as Technical Capacity and eligible experience (the "**Eligible Experience**") in relation to eligible projects as stipulated in Clauses 3.2.3 and 3.2.4 (the "**Eligible Projects**"):

- Category 1: Project experience on Eligible Projects in Transport Sector that qualify under Clause 3.2.3
- Category 2: Project experience on Eligible Projects in Core Sector that qualify under Clause 3.2.3
- Category 3: Construction experience on Eligible Projects in Transport Sector that qualify under Clause 3.2.4
- Category 4: Construction experience on Eligible Projects in Core Sector that qualify under Clause 3.2.4

For the purpose of this RFP:

- (i) transport sector would be deemed to include bus terminals, passenger terminals, multi-level parkings, railways, airports, highways, expressways, bridges, tunnels and airfields; and
  - (ii) core sector would be deemed to include power, telecom, ports, industrial parks/ estates, logistic parks, pipelines, irrigation, water supply, sewerage and real estate development (including of residential flats, housing, commercial, townships, mix land use covering development of road infra & parking facility).
- 3.2.2 Eligible Experience in respect of each category shall be measured only for Eligible Projects.
- 3.2.3 For a project to qualify as an Eligible Project under Categories 1 and 2:
- (a) It should have been undertaken as a PPP project on BOT, BOLT, BOO, BOOT or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be. For the avoidance of doubt, a project which constitutes a natural monopoly such as an airport or port should normally be included in this category even if it is not based on a long-term agreement with a public entity;
  - (b) the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six per cent) equity during the entire year for which Eligible Experience is being claimed;
  - (c) the capital cost of the project should be more than Rs. 13 crore (Rupees Thirteen crore); and

- (d) the entity claiming experience shall, during the last 5 (five) financial years preceding the Bid Due Date, have (i) paid for development of the project (excluding the cost of land), and/ or (ii) collected and appropriated the revenues from users availing of non-discriminatory access to or use of fixed project assets, such as revenues from bus terminals, commercial complex, highways, airports, ports and railway infrastructure, but shall not include revenues from sale or provision of goods or services such as electricity, gas, petroleum products, telecommunications or fare/freight revenues and other incomes of the company owning the Project.
- 3.2.4 For a project to qualify as an Eligible Project under Categories 3 and 4, the Bidder should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Bid Due Date, and only the payments (gross) actually made or received, as the case may be, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, payments/receipts of less than Rs. 13 crore (Rupees Thirteen crore) shall not be reckoned as payments/receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.
- 3.2.5 The Bidder shall quote experience in respect of a particular Eligible Project under any one category only, even though the Bidder (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.
- 3.2.6 Subject to the provisions of Clause 3.2.7, a Bidder's experience shall be measured and stated in terms of a score (the "**Experience Score**"). The Experience Score for an Eligible Project in a given category would be the eligible payments and/or receipts specified in Clause 2.2.2 (A), divided by one crore and then multiplied by the applicable factor in Table 3.2.6 below. In case the Bidder has experience across different categories, the score for each category would be computed as above and then aggregated to arrive at its Experience Score.

**Table 3.2.6: Factors for Experience across categories**

<b>Category</b>	<b>Factor</b>
Category 1	1.25
Category 2	1.00
Category 3	0.75
Category 4	0.50

- 3.2.7 The Experience Score determined in accordance with Clause 3.2.6 in respect of an Eligible Project situated in a developed country which is a member of OECD shall be further multiplied by a factor of 0.5 (zero point five) and the product thereof shall be the Experience Score for such Eligible Project.
- 3.2.8 Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

### **3.3 Details of Experience**

- 3.3.1 The Bidder should furnish the details of Eligible Experience for the last 5 (five) financial years immediately preceding the Bid Due Date.
- 3.3.2 The Bidders must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I.
- 3.3.3 The Bidders should furnish the required Project-specific information and evidence in

support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-I.

### **3.4 Financial information for purposes of evaluation**

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

### **3.5 Qualification/Short-listing of Bidders**

- 3.5.1 The credentials of eligible Bidders shall be measured in terms of their Experience Score. The sum total of the Experience Scores for all Eligible Projects shall be the 'Aggregate Experience Score' of a particular Bidder. In case of a Consortium, the Aggregate Experience Score of each of its Members, who have an equity share of at least 26% (twenty-six per cent) in such Consortium, shall be summed up for arriving at the combined Aggregate Experience Score of the Consortium.
- 3.5.2 The Bidders shall be ranked on the basis of their respective Aggregate Experience Score and short-listed for evaluation of Financial Proposal.

### **3.6 Selection of Bidder**

- 3.6.1 The Financial Proposal submitted online of the qualified/short-listed Bidders shall be opened on a date and time to be intimated to them in the presence of their authorized representatives who may like to be present.
- 3.6.2 Subject to the provisions of Clause 2.18, from among qualified /short-listed Bidders, the Bidder who offers the highest Additional Annual Concession Fee to the Concessions Authority, shall be the selected Bidder (the "**Selected Bidder**"). In the event that the Concessions Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 3.6.3 In the event that two or more Bidders quote the same amount of Additional Annual Concession Fee (the "**Tie Bidders**"), the Concessions Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.6.4 In the event that the Selected Bidder withdraws or is not selected for any reason in the first instance (the "**first round of bidding**"), the Concessions Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Selected Bidder (the "**second round of bidding**"). If in the second round of bidding, only one Bidder matches the aforesaid Selected Bidder, it shall be the Selected Bidder. If two or more Bidders match the said aforesaid Selected Bidder in the second round of bidding, then the Bidder who was next lowest to the Selected Bidder in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth Lowest Bidders in the first round of bidding, as the case may be, offer to match the said Selected Bidder in the second round of bidding, the said third lowest Bidder shall be the Selected Bidder.
- 3.6.5 In the event that no Bidder offers to match the Selected Bidder in the second round of

bidding as specified in Clause 3.6.4, the Concessioneing Authority may, in its discretion, invite fresh Bids (the “**third round of bidding**”) from all Bidders except the Selected Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are lower than the Bid of the second lowest Bidder in the first round of bidding.

3.6.6 After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the PIDB to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Concessioneing 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 Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

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

### **3.7 Contacts during Bid Evaluation**

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

#### 4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Concessioneing Authority may reject a Bid, or withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Concessioneing Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Concessioneing Authority under the Bidding Documents and / or the Concession Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Concessioneing Authority under Clause 4.1 hereinabove and the rights and remedies which the Concessioneing Authority may have under the LOA or the Concession Agreement, or otherwise, if a Bidder or Concessionaire, as the case may be, is found by the Concessioneing Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of LOA or the execution of Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFQ or RFP issued by the Concessioneing Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Concessioneing Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Concessioneing Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Concessioneing Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub-clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Concessioneing Authority in relation to any matter concerning the Project;
  - (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - (c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
  - (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Concessioneing Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **5. PRE-BID CONFERENCE**

- 5.1 A Pre-Bid conference of the interested parties shall be convened at the designated date, time and place. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the prospective Bidder.
- 5.2 During the course of Pre-Bid conference, the prospective Bidders will be free to seek clarifications and make suggestions for consideration of the Concessions Authority. The Concessions Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

## **6. MISCELLANEOUS**

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chandigarh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Concessions Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
  - (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Bidder in order to receive clarification or further information;
  - (c) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
  - (d) retain any information and/ or evidence submitted to the Concessions Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
  - (f) supplement/ modify/ amend/ alter the terms of the grant of Concession pursuant to this RFP, or the technical/ financial or any other parameter for selection or evaluation of the Bidders or any terms and conditions of this RFP.

In order to afford the Bidders a reasonable time for taking an Addendum / supplement / modification etc. into account or for any other reason, the Concessions Authority may, at its own discretion, extend the Bid Due Date and time.

- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Concessions Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and /or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.



## **Appendices**

## APPENDIX-I

### Letter Comprising the Technical Proposal (Refer Clause 2.13.2(i))

Dated:

To,

**Managing Director**

Punjab Infrastructure Development Board,  
Sector 34A,  
Chandigarh.

**Subject: Technical Proposal for Development, Operation and Maintenance of Bus Terminal cum Commercial Complex at Patiala in the State of Punjab on Design, Build, Finance, Operate and Transfer (DBFOT) basis.**

Dear Sir,

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

- 1 I/ We acknowledge that the Concessions Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
- 2 This statement is made for the express purpose of our selection as Concessionaire for the development, design, construction, operation and maintenance of the aforesaid Project.
- 3 I/ We shall make available to the Concessions Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
4. I/ We acknowledge the right of the Concessions Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Concessions Authority; and
  - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1 (d) of the RFP document; and
  - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Concessions Authority or any other public sector enterprise or any government, Central or State; and
  - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

- (e) the undertakings given by us along with the Bid in response to the RFP for the Project were true and correct as on the date of making the Bid and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.18 of the RFP document.
  8. I/ We believe that we/ our Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFP document and is/are qualified to submit a Bid.
  9. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
  10. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  11. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
  12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
  13. I/ We acknowledge and undertake that our Consortium on the basis of Technical Capacity and Financial Capacity of those of its members on whose strength Consortium would be qualified/short-listed shall hold equity share capital not less than: 51% (fifty one per cent) thereof during Construction Period and (ii) 26% (twenty six per cent) thereof during the Concession Period; provided that the Consortium Members whose technical capacity and networth was used to satisfy the eligibility shall continue to have minimum 11 (eleven) percent each of the subscribed and paid up equity share capital of the SPV. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.
  14. I/ We acknowledge that in the event of change in control of an Associate whose Technical Capacity and/or Financial Capacity was taken into consideration for purpose of short-listing and pre-qualification under and in accordance with the RFP, I/We shall inform the Concessions Authority forthwith along with all relevant particulars and the Concessions Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I /We further acknowledge and agree that in the event such change in control occurs after signing of the concession Agreement, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Concessions Authority being liable to us in any manner whatsoever.
  15. The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of bid and the power of attorney for Lead Member of consortium, as per format provided at Appendices II and III respectively of the RFP, are also enclosed.
  16. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 2013, or shall incorporate as such prior to execution of the Concession Agreement.
  17. I/We hereby confirm that we are in compliance of/ shall comply with the O&M requirements specified in Clause 2.2.3.
  18. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Concessions

Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

19. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
20. I/ We have studied all the Bidding Documents carefully and also surveyed the Project and the related components like bus traffic etc. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Concessioneing Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
21. I/ We certify that in terms of the RFP, my/our Networth is Rs. ....  
(Rupees.....) (in words).
22. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of the termination in accordance with the Concession Agreement or completion of the Concession Period, as the case may be. {Applicable in case of Consortium}
23. I/ We have offered a Bid Security of Rs. \_\_\_ lakh (Rupees \_\_\_ lakh) to PIDB in accordance with the RFP Document. The Bid Security in the form of a Demand Draft/ Bank Guarantee (*strike out whichever is not applicable*) is attached.
24. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
25. The Additional Annual Concession Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
26. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
27. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
28. I/We have attached online payment receipt (*strike out whichever is not applicable*) for an amount of Rs. 10,000/- (Rupees Ten Thousand) in favour of PIDB payable at Chandigarh towards cost of bidding document and bid process.

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

Yours faithfully,  
(Signature, name and designation of the  
Authorised signatory)

Date:  
Place:

Name  
and seal of Bidder/Lead Member

**Note: 1.** Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.

**Annex-I**

**Details of Bidder**

1. (a) Name:  
(b) Country of incorporation:  
(c) Address of the corporate headquarters and its branch office(s), if any, in India:  
(d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Concessing Authority:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:
5. In case of a Consortium:
  - (a) The information above (1-4) should be provided for all the Members of the Consortium.
  - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.2.6 (g) should be attached to the Bid.
  - (c) Information regarding the role of each Member should be provided as per table below:

<b>Sl. No.</b>	<b>Name of Member</b>	<b>Role*</b> {Refer Clause 2.2.6 (d)}	<b>Percentage of equity in the Consortium</b> {Refer Clauses 2.2.6 (a), (c) & (g)}
1.			
2.			
3.			
4.			

\* The role of each Member, as may be determined by the Bidder, should be indicated in accordance with instruction 4 at Annex-IV.

(d) The following information shall also be provided for each Member of the Consortium:

**Name of Bidder/ member of Consortium:**

No.	Criteria	Yes	No
1.	Has the Bidder / constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder / constituent of the Consortium paid liquidated damages of more than 5% (five per cent) of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

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

## ANNEX-II

**Technical Capacity of the Bidder @**  
(Refer to Clauses 2.2.2(A), 3.2 and 3.3 of the RFP)

Bidder type#	Member Code*	Project Code**	Category\$	Experience¥ (Equivalent Rs. crore)\$			Experience Score
				Payments made/ received for construction of Eligible Projects in Categories 3 and 4	Payments made for development of Eligible Projects in Categories 1 and 2	Revenues appropriated from Eligible Projects in Categories 1 and 2	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Single entity Bidder		A					
		B					
		C					
		D					
Consortium Member 1		1a					
		1b					
		1c					
		1d					
Consortium Member 2		2a					
		2b					
		2c					
		2d					
Consortium Member 3		3a					
		3b					
		3c					
		3d					
Consortium Member 4		4a					
		4b					
		4c					
		4d					
Aggregate Experience Score =							

@ Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 2.2.9 and/ or by a project company eligible under Clause 3.2.3 (b). In case of Categories 1 and 2, include only those projects which have an estimated capital cost exceeding the amount specified in Clause 3.2.3 (c) and for Categories 3 and 4, include only those projects where the payments made/received exceed the amount specified in Clause 3.2.4. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.

# A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, in terms of Clause 2.2.9, shall be provided.

\* Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OM means Operation & Maintenance Member, OM means Other Member.

\*\* Refer Annex-IV of this Appendix-I. Add more rows if necessary.

- \$ Refer Clause 3.2.1.
- ¥ In the case of Eligible Projects in Categories 1 and 2, the figures in columns 6 and 7 may be added for computing the Experience Score of the respective projects. In the case of Categories 3 and 4, construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. In no case shall the cost of land be included while computing the Experience Score of an Eligible Project.
- \$\$ For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 63 (Sixty Three) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
- £ Divide the amount in the Experience column by one crore and then multiply the result thereof by the applicable factor set out in Table 3.2.6 to arrive at the Experience Score for each Eligible Project. In the case of an Eligible Project situated in an OECD country, the Experience Score so arrived at shall be further multiplied by 0.5, in accordance with the provisions of Clause 3.2.7, and the product thereof shall be the Experience Score for such Eligible Projects. Above all, the sum total of columns 5, 6 and 7, as the case may be, in respect of each Eligible Project shall be restricted to a ceiling equivalent to twice the Estimated project Cost, as specified in Clause 3.2.8.



## Annex-III

## Financial Capacity of the Bidder

(Refer to Clauses 2.2.2(B), 2.2.4 (ii) and 3.4 of the RFP)

(In Rs. crore<sup>\$\$</sup>)

Bidder type <sup>\$</sup> (1)	Member Code# (2)	Net Cash Accruals					Net Worth
		Year 1 (3)	Year 2 (4)	Year 3 (5)	Year 4 (6)	Year 5 (7)	Year 1 (8)
Single entity Bidder							
Consortium Member 1							
Consortium Member 2							
Consortium Member 3							
Consortium Member 4							
TOTAL							

**Name & Address of Bidder's Bankers:**

<sup>\$</sup> A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

<sup>#</sup> For Member Code, see instruction 4 at Annex-IV of this Appendix-I.

<sup>€</sup> The Bidder should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.9.

<sup>\$\$</sup> For conversion of other currencies into rupees, see note below Annex-II of Appendix-I.

**Instructions:**

1. The Bidder / its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date.

The financial statements shall:

- (a) reflect the financial situation of the Bidder or Consortium Members and its/ Associates where the Bidder is relying on its Associate's financials;
  - (b) be audited by a statutory auditor;
  - (c) be complete, including all notes to the financial statements; and
  - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Cash Accruals shall mean Profit After Tax + Depreciation.
  3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
  4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.
  5. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.6 (g) of the RFP document.
  6. The Bidder shall also provide the name and address of the Bankers to the Bidder.
  7. The Bidder shall provide an Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.4 (ii) of the RFP document.

**Annex-IV**

**Details of Eligible Projects**

(Refer to Clauses 2.2.2(A), 3.2 and 3.3 of the RFP)

**Project Code:**

**Member Code:**

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

**Instructions:**

1. Bidders are expected to provide information in respect of each Eligible Project in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.2.3 and 3.2.4 of the RFP, as the case may be. Information provided in this section is intended to serve as a back up for information provided in the Bid. Bidders should also refer to the Instructions below.
2. For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
3. A separate sheet should be filled for each Eligible Project.
4. Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member. In case the Eligible Project relates to an Associate of the Bidder or its Member, write "Associate" along with Member Code.

5. Refer to Clause 3.2.1 of the RFP for category number.
6. The total payments received/ made and/or revenues appropriated for each Eligible Project are to be stated in Annex-II of this Appendix-I. The figures to be provided here should indicate the break-up for the past 5 (five) financial years. Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 2.2.12). For Categories 1 and 2, expenditure on development of the project and/or revenues appropriated, as the case may be, should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 3.2.3(c). In case of Categories 3 and 4, payments made/ received only in respect of construction should be provided, but only if the amount paid/received exceeds the minimum specified in Clause 3.2.4. Payment for construction works should only include capital expenditure, and should not include expenditure on repairs and maintenance.
7. In case of projects in Categories 1 and 2, particulars such as name, address and contact details of owner/ Concessing Authority/ Agency (i.e. concession grantor, counter party to PPA, etc.) may be provided. In case of projects in Categories 3 and 4, similar particulars of the client need to be provided.
8. Provide the estimated capital cost of Eligible Project. Refer to Clauses 3.2.3 and 3.2.4.
9. For Categories 1 and 2, the date of commissioning of the project, upon completion, should be indicated. In case of Categories 3 and 4, date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.
10. For Categories 1 and 2, the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.2.3).
11. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
12. Certificate from the Bidder's statutory auditor<sup>§</sup> or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder / Member/ Associate may provide the requisite certification.
13. If the Bidder is claiming experience under Category 1 & 2, it should provide a certificate from its statutory auditor in the format below:

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

Based on its books of accounts and other published information authenticated by it, this is to certify that ..... (name of the Bidder /Member/Associate) is/ was an equity shareholder in ..... (title of the project company) and holds/ held Rs. .... cr. (Rupees ..... crore) of equity (which constitutes .....%<sup>ε</sup> of the total paid up and subscribed equity capital) of the

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

<sup>ε</sup> Refer instruction no. 10 in this Annex-IV

project company from ..... (date) to..... (date)¥. The project was/is likely to be commissioned on ..... (date of commissioning of the project).

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

.....  
.....

We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 3.2.1 and 3.2.3 (d) of the RFP during the past five financial years were Rs. .... cr. (Rupees..... crore) as per year-wise details noted below:

.....  
.....

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorised signatory)

Date

§ In case duly certified annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

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

**Certificate from the Statutory Auditor/ Client regarding construction worksΦ**

Based on its books of accounts and other published information authenticated by it, {this is to certify that ..... (name of the Bidder/Member/Associate) was engaged by ..... (title of the project company) to execute ..... (name of project) for ..... (nature of project)}ψ. The construction of the project commenced on ..... (date) and the project was/ is likely to be commissioned on ..... (date, if any). It is certified that ..... (name of the Bidder/ Member/ Associate) received/paid Rs. .... cr. (Rupees ..... crore) by way of payment for the aforesaid construction works.

We further certify that the total estimated capital cost of the project is Rs. .... cr. (Rupees .....crore), of which the Bidder/Member/Associate received/paid Rs. .... cr. (Rupees ..... crore), in terms of Clauses 3.2.1 and 3.2.4 of the RFP, during the past five financial years as per yearwise details noted below:

.....  
.....

*{It is further certified that the payments/ receipts indicated above are restricted to the share of the Bidder who undertook these works as a partner or a member of joint venture/ consortium.}♣*

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the

Date: authorised signatory).

♣ Refer Clauses 3.2.1 and 3.2.4 of the RFQ.

Φ Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary.

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

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

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

Based on the authenticated record of the company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of ..... (name of Associate) is held, directly or indirectly<sup>£</sup>, by ..... (name of Bidder/ Consortium Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.9 of the RFP.

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

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

-----  
Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorised signatory).

Date:

16. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in technical evaluation<sup>°</sup>.

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

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

<sup>°</sup> Refer Clause 3.2.6 of the RFP.

**ANNEX-V  
Statement of Legal Capacity**

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

Ref.

Date:

To,

Managing Director  
Punjab Infrastructure Development Board  
Sector 34A, Chandigarh

Dear Sir,

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

We have agreed that ..... (insert member's name) will act as the Lead Member of our consortium.\*

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

\* Please strike out whichever is not applicable.

**APPENDIX-II**  
**Power of Attorney for signing of Bid**  
(Refer Clause 2.2.5)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms..... (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the "**Development, design, construction, operation and maintenance of Bus Terminal cum Commercial Complex at Patiala on Design, Build, Finance, Operate and Transfer (DBFOT) basis**" (the "**Project**") proposed to be developed by the PEPSU Road Transport Corporation (PRTC), in its executive capacity being represented by the \_\_\_\_\_ (the "Concessioneing Authority") through \_\_\_\_\_ including but not limited to signing and submission of bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to the Concessioneing Authority, representing us in all matters before the Concessioneing Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Concessioneing 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 Concessioneing 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 ....., 20.....

For.....  
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarized)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

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



**APPENDIX-III**

**Power of Attorney for Lead Member of Consortium**  
*(Refer Clause 2.2.5)*

Whereas the \_\_\_\_\_ in its executive capacity represented by \_\_\_\_\_ (“the **Concessing Authority**”) through \_\_\_\_\_ has invited Bids from interested parties for the “**Development, design, construction, operation and maintenance of Bus Terminal cum Commercial Complex at Patiala on Design, Build, Finance, Operate and Transfer (DBFOT) basis**” (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 document (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 authorize 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 qualification/short-listing of the Consortium and evaluation of its bid for the Project, including but not limited to signing and submission of all 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 Concessing 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 Concessing 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:

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

## APPENDIX-IV

### Joint Bidding Agreement

(Refer Clause 2.14.2)

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of .....,20.....

#### AMONGST

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

#### AND

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

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

#### WHEREAS

(A) The PEPSU Road Transport Corporation (PRTC), in its executive capacity represented by the \_\_\_\_\_ and having its principal offices at Chandigarh through \_\_\_\_\_ hereinafter referred to as the "**Concessions Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the "**Bids**") by its Request for Proposal No. .... dated..... (the "**RFP**") selection of Bidder for **Development, design, construction, operation and maintenance of Bus Terminal cum Commercial Complex at Patiala on Design, Build, Finance, Operate and Transfer (DBFOT) basis**" (the "**Project**").

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

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

#### NOW IT IS HEREBY AGREED as follows:

##### 1. Definitions and Interpretations

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

## **2. Consortium**

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

## **3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “**SPV**”) under the Indian Companies Act, 2013 for entering into a Concession Agreement with the Concessioneing Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

## **4. Role of the Parties**

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

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Concession Agreement when all the obligations of the SPV shall become effective;
- (b) Party of the Second Part shall be {the Technical Member of the Consortium;}
- {{(c) Party of the Third Part shall be the Financial Member of the Consortium; and}
- {{(d) Party of the Fourth Part shall be the Operation and Maintenance Member/Other Member of the Consortium.}.

## **5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement for the entire Concession Period.

## **6. Shareholding in the SPV**

- 6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:  
First Party:  
Second Party:  
{Third Party:}  
{Fourth Party}
- 6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times throughout the Construction Period and 11% (eleven percent) of the subscribed and paid up equity share capital of the SPV shall, at all times during the remaining Concession Period and also, 5% (five per cent) of the Total Project Cost as specified in the Concession Agreement to be held by the Parties of the First, {Second and Third} Part whose experience and networth have been reckoned for the purposes of qualification /short-listing of Bidders for the Project in terms of the RFP.
- 6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times between the commercial operation date of the Project and the second anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per

cent) of the Total Project Cost.

- 6.4 The Parties undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid up equity share capital of the SPV at all times throughout the Construction Period and 26% (twenty six percent) of the subscribed and paid up equity share capital of the SPV and also, 5% (five per cent) of the Total Project Cost as specified in the Concession Agreement at all times during the remaining Concession Period.
- 6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.
- 6.6 The Parties undertake that the O&M Member shall subscribe and hold at least 10% (ten per cent) of the subscribed and paid up equity shares in the SPV in terms of Concession Agreement.

## **7. Representation of the Parties**

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

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
- (i) require any consent or approval not already obtained;
  - (ii) violate any Applicable Law presently in effect and having applicability to it;
  - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
  - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

## **8. Termination**

This Agreement shall be effective from the date hereof and shall continue for the entire Concession Period of the Project under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not

qualified/short-listed for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by the Concessing 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 Concessing 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  
behalf of  
LEAD MEMBER by:

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

SIGNED, SEALED AND DELIVERED For and on  
For and on behalf of  
SECOND PART by:

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

SIGNED, SEALED AND DELIVERED  
For and on behalf of  
THIRD PART by:

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

SIGNED, SEALED AND DELIVERED  
For and on behalf of  
FOURTH PART by:

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

In the presence of:

1. 2.

Notes:

- 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.*
- Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
- For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

## APPENDIX-V

### Letter comprising the Financial Proposal (Refer Clauses 2.13)

Dated:

To

The Managing Director,  
Punjab Infrastructure Development Board,  
Sector 34A, Chandigarh

**Subject: Financial Proposal - Bid for the Development, design, construction, operation and maintenance of Bus Terminal cum Commercial Complex at Patiala on Design, Build, Finance, Operate and Transfer (DBFOT) basis.**

Dear Sir,

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

2. I/ We acknowledge that the Concessioneing Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Concessionaire for the development, construction, minor, periodic and major maintenance works, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Concessioneing Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Concessioneing Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Concessioneing Authority; and
  - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFP document; and
  - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Concessioneing Authority or any other public sector enterprise or any government, Central or State; and
  - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice,

- undesirable practice or restrictive practice; and
- (e) the undertakings given by us along with the Technical Proposal in response to the RFP for the Project are true and correct as on the date of making the Bid and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.18 of the RFP document.
  9. I/ We believe that we/ our Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFP document.
  10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
  11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
  13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
  14. I/ We acknowledge and undertake that our Consortium on the basis of Technical Capacity and Financial Capacity of those of its members on whose strength Consortium would be qualified/short-listed shall hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement for a period of two years from the commercial operation of the Project. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.
  15. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of pre-qualification under and in accordance with the RFP, I/We shall inform the Concessioning Authority forthwith along with all relevant particulars and the Concessioning Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Concessioning Authority being liable to us in any manner whatsoever.
  16. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/ 2013, or shall incorporate as such prior to execution of the Concession Agreement.
  17. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law



or howsoever otherwise arising to challenge or question any decision taken by the Concessing Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

18. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
19. I/ We have studied all the Bidding Documents carefully and also surveyed the project. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Concessing Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
20. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
21. I/We hereby confirm that we are in compliance of/ shall comply with the O&M requirements specified in Clause 2.2.3.
22. The Additional Annual Concession Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
23. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
24. We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement for the entire Concession Period.
25. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
26. I/ We hereby submit our Bid and {offer Additional Annual Concession Fee of Rs. ....  
(Rupees .....} payable in accordance with Clause 26.2 of the Concession Agreement for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

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

Yours faithfully,

Date:

(Signature, name and designation of the Authorised signatory)

Place:

Name and seal of Bidder/Lead Member

## APPENDIX-VI

### **Bank Guarantee for Bid Security**

(Refer Clauses 1.2.2 and 2.13.5.1)

B.G. No.

Dated:

1. In consideration of you, Managing Director, PIDB, \_\_\_\_\_, having its office at Chandigarh through \_\_\_\_\_, (hereinafter referred to as the "\_\_\_\_\_"), which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ..... (a company registered under the Companies Act, 1956) and having its registered office at ..... (and acting on behalf of its Consortium) (hereinafter referred to as the "**Bidder**") which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the **Development, design, construction, operation and maintenance of Bus Terminal cum Commercial Complex at Patiala on Design, Build, Finance, Operate and Transfer (DBFOT) basis** (hereinafter referred to as "the **Project**") pursuant to the RFP Document dated ..... issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "Bidding Documents"), we..... (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 1.2.2 read with Clause 2.13.5.1 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to PIDB an amount of Rs... ..... (Rupees ..... only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by PIDB stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of PIDB is disputed by the Bidder or not, merely on the first demand from PIDB stating that the amount claimed is due to PIDB by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees ..... only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that PIDB shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents,

and the decision of PIDB that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between PIDB and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator, Regulator or any other PIDB.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, PIDB shall be entitled to treat the Bank as the principal debtor. PIDB shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Concessing Authority, and the Bank shall not be released from its liability under these presents by any exercise by PIDB of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of PIDB or any indulgence by PIDB to the said Bidder or by any change in the constitution of PIDB or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to .....[*name of Bank along with branch address*] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for PIDB to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which PIDB may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of PIDB in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. .... (Rupees ..... only). The Bank shall be liable to pay the said amount or any part thereof only if PIDB serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before .....[*indicate date falling 180 days after the Bid Due Date*].

Signed and Delivered by ..... Bank

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

(Signature of the Authorised Signatory)  
(Official Seal)