

Section 2

Information and Instructions to Bidder

SECTION 2

INFORMATION AND INSTRUCTIONS TO BIDDERS

I. General Conditions

1. Introduction

- 1.1. **Baddi Barotiwala Nalagarh Development Authority (BBNDA)** is envisaging **Construction, Operation and Management of Truck Terminal and Commercial Facility in BBN region**
- 1.2. BBNDA has mandated **IL&FS Infrastructure Development Corporation Limited (IL&FS IDC)** as the "Project Development Advisor" for purpose of project development, including bid process management
- 1.3. The Concessionaire to be selected through the bidding process shall be required to design, engineer, finance, construct, operate, maintain, and manage the Truck Terminal Facility & Commercial Facility on NH-21-A during the Concession Period.

2. Bidding Process

- 2.1. A single stage bidding process is being followed. The proposals are invited from interested parties. The bidders shortlisted earlier based on invitation of Expression of Interests dated March 8, 2008 shall be eligible to participate in the bidding process. The proposal are invited through advertisement of Notice Inviting Proposals for selection of operator to develop Truck Terminal Facility and Commercial Facility on BOT Basis published in national and local newspaper on September 13, 2008.
- 2.2. BBNDA on its part is ensuring that the terms and conditions for the bidding process for the Project are followed and applied uniformly to all short-listed parties in a non-discriminatory, transparent and objective manner. BBNDA or its authorized agency shall not provide to any short-listed party, any such information with regard to the Project or bidding process, which may have the effect on restricting competition

3. Eligible Bidders

- 3.1. The qualification criteria for the bidders shall be as follows
 - 3.1.1. The Bidder shall be Company / Joint Venture / Consortiums / Partnership Firms with following experience
 - Experience in development and operation of Infrastructure / or Real estate project. The *"Infrastructure project/Real estate project for this purpose shall mean Truck Terminal , Logistic hubs, Bus Terminals, Multilevel Parking Facility,*

Flyovers, Roads and Bridges, Industrial parks, SEZ, Townships, Commercial Complex ,Shopping/Retail Malls”.

- Minimum tangible net worth of individual firm /consortium of firm should be 30 Cr as per the audited balance sheet on March 31, 2007.
- The Bidder/consortium member shall not participate in more than one proposal
- The individual Bidder with net worth more than 500 Cr is exempted from stated criteria. Such bidders have to demonstrate this net worth independently, without forming a consortium/Joint Venture.

4. Additional Requirement for Proposals Submitted by a Consortium

- 4.1. Parties that comprise of a Consortium shall nominate a Lead Member to represent the Bidder. The maximum number of members in a Consortium is limited to three (3)
- 4.2. The bidder shall furnish the Power of Attorney duly signed by authorized representatives of the members of Consortium designating the Lead Member
- 4.3. The proposal shall be signed by the duly authorized signatory of the Lead Member and shall be legally binding on all members of the Consortium
- 4.4. The Members of Consortium shall submit a Memorandum of Understanding (MoU) including appropriate agreement (joint venture/partnership/consortium along with the proposal. The MoU shall, inter alia:
 - a. Record the commitments contained in the Concession Agreement and no changes thereof would be allowed except in accordance with the provisions of the Concession Agreement and this RFP Document
 - b. Communicate the willingness of the Consortium to subsequently carry out all the responsibilities as Concessionaire in terms of the Concession Agreement
 - c. Clearly outline the proposed roles and responsibilities of each member at each stage; and
 - d. Convey the formation of Special Purpose Company under company's act with shareholding commitment explicitly mentioned. Technology partners may or may not participate in the Special Purpose Company. No changes in shareholding commitments shall be allowed without prior approval from the BBNDAs.
 - e. Make the Lead Member of the Consortium liable for execution of the Project in accordance with the terms of the Concession Agreement,

while holding all members jointly and severally liable for all obligations to the Concessionaire under the Concession Agreement

- 4.5. The membership structure of the consortium shall not be changed after submission of proposal without prior written approval of BBNDA. Any change in non lead members would require a prior written approval of BBNDA provided further that entity replacing has similar or better qualification criteria as specified in Clause 3.2.1 of this section.
- 4.6. Wherever required, the proposal shall contain information required for each member of the Consortium.

5. Implementation Structure

- 5.1. In case, the Preferred Bidder is consortium or joint venture or partnership firm, it shall incorporate itself into a company under the Companies Act, 1956. The equity holding of the Preferred Bidder, Consortium members or the partners in the Concessionaire Company/ entity would be in the same proportion as outlined in the Proposal of the Preferred Bidder.
- 5.2. The Concession shall be granted by Baddi Barotiwala Nalagarh Development Authority (hereinafter "BBNDA"). The Concession Agreement will be signed between the BBNDA and Concessionaire (a company under companies act or a special purpose company incorporated under the Companies Act). The Preferred Bidder shall collectively sign the Concession Agreement as the Confirming Party
- 5.3. The aggregate equity share holding of the Preferred Bidder in the issued and paid up equity share capital of the Concessionaire shall not be less than (i) 51% (fifty one per cent) until expiry of 4 (four) years following Compliance Date, and (ii) 26% (twenty six per cent) for the remaining Concession Period

6. Proposal Preparation Cost

- 6.1. Each Bidder shall be responsible for bearing all the costs and expenses associated with the preparation of its Proposal and its participation in the bidding process. BBNDA shall not be responsible or in any way liable for such costs/expenses, regardless of the conduct or outcome of the bidding process.

7. Project Inspection and Site Visit

- 7.1. The Bidder, at the Bidder's own responsibility and risk can visit to examine the Project Site and its surroundings and obtain all information that may be necessary for preparing the proposal. The costs of visiting the site shall

be borne by the Bidder. BBNDA shall not be liable for such costs, regardless of the outcome of the Bidding process

- 7.2. The Bidder or any of its authorized representatives will be granted permission to visit the Project Site by BBNDA or his authorized nominee, upon receipt of a written request well in advance to the proposed date of visit to the Project Site. However, the permission would be subject to the express condition that the bidder will indemnify BBNDA from and against all liability in respect of physical injury, loss of or damage to property and any other loss, costs and expenses whatsoever caused in carrying out such visits

8. Prohibition against collusion amongst bidder(s)

- 8.1. Each Bidder shall warrant by its Proposal that the contents of its Proposal have been arrived at independently. Any Proposal which has been arrived at through connivance or collusion or pooling amongst two or more bidder(s) shall be deemed to be invalid and the Proposal Security of concerned Bidder(s) shall be forfeited at sole discretion of BBNDA

9. Communication Between Short-listed Parties and BBNDA

- 9.1. All communications to BBNDA, in the context of this RFP document and related issues, unless specified otherwise, shall be addressed to the

Chief Executive Officer,
Baddi Barotiwala Nalagarh Development Authority (BBNDA) ,
Common Facility Center EPIP, Phase I Jharmajri Baddi,
District Solan , Himachal Pradesh
Phone :01795-271122 ,

with a copy marked to Project Manager- BBNDA Truck Terminal Project,
IL&FS IDC at the following address

IL&FS Infrastructure Development Corporation Limited
#159, Sector 27A
Chandigarh 160019
Telephone: 0172-2640775
Fax No: 0172-2640776

- 9.2. All communications to the bidders shall be sent to the designated person/representative of the party at the addressed mentioned in the covering/forwarding letter of its Proposal, as addressed to BBNDA, unless BBNDA is advised otherwise by the concerned party
- 9.3. BBNDA will not entertain or enter into any correspondence (written or oral) with the bidders except where BBNDA seeks clarification from interested parties or where a party seeks clarification from BBNDA in

writing before submission of Proposal, whereupon BBNDA may provide written clarifications

Proposal Document

10. Contents of RFP

The RFP document consists of following Sections and would include any addenda issued

- Section 1 : Project Information Memorandum
- Section 2 : Instructions to Bidders
- Section 3 : Proposal Formats
- Section 4 : Concession Agreement
- Section 5 : Annexure to Concession Agreement

11. Clarification on RFP

- 11.1. A prospective Bidder requiring any clarification on the RFP document may notify the BBNDA in writing or facsimile. Bidder should send in their queries at least 15 days prior to Proposal Due Date
- 11.2. Copies of the BBNDA response will be forwarded to all short-listed bidders, including a description of the enquiry but without identifying its source

12. Amendment of RFP Document

- 12.1. On the basis of the inputs provided by Bidders during Pre-Proposal Conference and any further discussions with any/all bidders, which BBNDA may hold at its own discretion, BBNDA may amend the RFP document. Such amendments shall be intimated in writing by BBNDA which will qualify as an “Addendum”
- 12.2. At any time prior to the deadline for submission of Proposals, BBNDA may, for any reason, whether at its own initiative or in response to clarifications requested by one or more of the bidders, modify the RFP document by way of issuance of an “Addendum”
- 12.3. The Addendum will be sent in writing to all the short-listed parties, who have returned the Acknowledgment of RFP document and Notification of Intent to Bid and will be binding on them. Each such Addendum shall become part of the RFP document. The bidders shall promptly acknowledge receipt thereof to BBNDA

Notification of intent to Bid is the acknowledgement provided by the Bidder in the format enclosed on Page (iii) of the RFP Document.

13. Bidder’s Responsibilities

- 13.1. The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP will be at the Bidder's own risk, and may lead to disqualification of the bid as being non-responsive
- 13.2. It would be deemed that prior to the submission of the Proposal, the Bidder has:
- (i) Made a complete and careful examination of requirements and other information set forth in this RFP document
 - (ii) Examined all the relevant information as it has received from BBNDA in respect of the project
 - (iii) Made a complete and careful examination to determine the difficulties and matters incidental to the performance of its obligations under the Concession Agreement, including but not limited to
 - (a) The Project Site
 - (b) Availability of suitable materials and/or technology for construction
 - (c) All other matters that might affect its performance under the Concession Agreement
- 13.3. The technical data and information provided by BBNDA is only for guidance and general information of the Bidder. BBNDA or its advisors and consultants do not accept any responsibility or liability for its completeness and correctness, any errors, omissions, inaccuracies or errors of judgment with respect to information or data provided in this RFP document or otherwise. BBNDA or its advisors and consultants shall not be liable for any mistake, error or neglect by the bidder in respect of the above

14. Other Conditions of Bidding Process

- 14.1. BBNDA reserves the right to contact the Bidder (s), their bankers, their consultants, former clients of the bidder (s) and other such sources for verifying the information, references and data submitted by the bidder(s) in the proposal, without further reference to the Bidder(s)
- 14.2. Failure by the Bidder(s) to provide all requisite information in the Proposal or additional information required by BBNDA, shall be at the Bidders sole risk and cost and may impact evaluation of the Technical Proposal and/or Financial Proposal besides leading to rejection of proposal as being nonresponsive
- 14.3. BBNDA shall be fully entitled to disqualify any Bidder from bidding process for any reasons whatsoever including but not limited to the following reasons:

- (i) Failure to submit the requisite information (including any additional information requested by BBNDA) and supporting documents within the required timeframe
 - (ii) Material inconsistencies in the information submitted
 - (iii) Willful misrepresentation in any document
 - (iv) If a party or entity submits more than one proposal either independently or as part of different Consortium; all such bids will be liable to be rejected
 - (v) Apparent failure to meet any obligations required
- 14.4. In the event BBNDA disqualifies any bidder under 14.3 above, it shall not be required to disclose the reason for such disqualification
- 14.5. Any attempts or efforts by a Bidder to influence the processing or evaluation of Proposals or decision making process of BBNDA or any officer, agent or advisor thereof, may result in the rejection of such Bidder's Proposal. In the event of rejection of Proposal in pursuance of this provision, the Bid Security of the concerned bidder shall be forfeited by BBNDA, at its sole discretion and the Bidder shall not be entitled to lodge any claims in this regards

II. Preparation of Proposal

15. Language of the Proposal

15.1. The Proposal and related documents to the Proposal and all correspondence exchanged between Bidder(s) and BBNDA shall be written in English. Supporting documents and printed literature furnished by the Bidder(s) in another language provided they are accompanied with accurate translation of the relevant passages in the English language. Supporting materials, which are not translated into English, will not be considered. For the purpose of interpretation and evaluation of the proposal, the English language translation shall prevail

16. Currency of Proposal and Payment

16.1. The currency for the purpose of this RFP shall be Indian Rupees (Rs.)

17. Proposal Security

17.1. The Proposal shall be accompanied by a Proposal Security in Indian Rupees for an amount specified in the Data Sheet. The proposal security shall be in the form of Bank Guarantee from a scheduled bank (not being a cooperative bank) drawn in favour of "Baddi Barotiwala Nalagarh Development Authority (BBNDA)", payable at Baddi

17.2. The Proposal Security shall be kept valid through the Proposal Validity Period. Upon any extension of the Proposal Validity Period, the validity of the Proposal Security shall be extended by the Bidder(s) by a corresponding period. Any extension of the validity of the Proposal Security shall be provided to BBNDA at the cost and expenses of the bidder, a minimum of seven calendar days prior to the expiry of the validity of the Proposal Security being extended. BBNDA reserves the right to reject the proposal submitted by any Bidder(s) who fail to extend the validity of the Proposal Security in line with provisions of this Clause

17.3. Proposal Security of unsuccessful bidder(s) shall be returned by BBNDA within a period of thirty (30) days from the date of execution of the Concession Agreement with Preferred Bidder

17.4. The Proposal Security of the Preferred Bidder shall be released on receipt of Performance Security from it in accordance with the provision of Concession Agreement

17.5. BBNDA shall reject all such proposals, which do not include the Proposal Security. The Proposal Security of the bidder(s), whose proposals are rejected on the basis of evaluation of the contents of Envelop A in accordance with the provisions of this RFP document will be returned

within a period of thirty (30) days from the date of intimation of the rejection of the proposal by BBNDA to the concerned bidder(s)

- 17.6. In addition to the above, BBNDA will promptly release all Proposal Securities in the event BBNDA decides to terminate the bidding process for any reason whatsoever
- 17.7. The Proposal Security shall be forfeited by BBNDA , at its sole discretion in the following cases:
 - (i) The bidder withdraws its proposal after Proposal Due Date and during Proposal Validity Period, including any period of extension as per 17.2
 - (ii) In the case of a Preferred Bidder, if it fails to sign the Concession Agreement or pay the Project Development Fees or furnish the required Performance Security to BBNDA within the time specified in the Notice of Award
 - (iii) In case the proposal of the bidder is determined as being non-responsive due to its being “conditional” or “qualified” or for any other reason, in the opinion of BBNDA

18. Proposal Validity Period

- 18.1. The Proposal shall remain valid for a period not less than 180 days from the Proposal Due Date. BBNDA reserves the right to reject any Proposal which does not meet this requirement.

19. Extension of Proposal Validity Period

- 19.1. BBNDA may request for one or more extensions of the Proposal Validity Period for a total period upto 270 days from the Proposal Due Date. Such request to the bidder (s) shall be made in writing at least fourteen (14) days prior to expiration of the proposal validity period. If any bidder does not agree to the extension, it may withdraw its Proposal without inviting action of forfeiture of its Proposal Security by giving notice in writing to BBNDA of its decision prior to the expiration of the Proposal Validity Period. In case BBNDA does not receive any written notice of withdrawal prior to expiration of the proposal validity period, the requested extension shall be deemed to be accepted by the Bidders.
- 19.2. The Proposal Validity Period of the Preferred Bidder shall be automatically extended till the date on which the Concession Agreement is signed and is in force.
- 19.3. When an extension of the Proposal Validity Period is requested, bidder(s) shall not be permitted to change the terms and conditions of their Proposal(s).

20. Pre-Proposal Conference

- 20.1. A Pre-Proposal Conference shall be held in order to clarify and discuss any provisions or requirements related to the Project, this RFP document or any other related issue with the short-listed parties. All interested parties shall be free to attend the Pre-proposal Conference
- 20.2. Attendance of Bidders at the Pre-proposal is not mandatory. However, subsequent to the meeting, BBND A may not respond to the questions or inquiries from any party who has not attended the pre-proposal meeting, at its own discretion and not provided the Acknowledgment of RFP document and Notification of Intent to Bid
- 20.3. All questions to be raised at the Pre-Proposal Conference should be submitted to BBND A in writing or facsimile or electronic mail at least one week before the date of the Pre-Proposal meeting and a soft copy of the same shall be e-mailed at the address listed in Clause 9.1 of this Section. Inquiries/observations/comments received after the aforesaid time limit may not be addressed during the Pre-Proposal Conference
- 20.4. BBND A at its discretion may respond to inquiries submitted by the conference attendees after the date of the Pre-proposal meeting. Such response will be sent in writing to all the short listed parties who have returned the Acknowledgment of RFP document and Notification of Intent to Bid and such response will qualify as an “addendum”

21. Formats and Signing of Proposal

- 21.1. The bidders are required to submit their proposals/bids in accordance with the guidelines set forth in this RFP document. In order to enable consistency among Proposals/Bids and to facilitate smooth evaluation by BBND A, the formats in which the bidders will provide information/data comprising Proposals/Bids is given in this RFP document. BBND A reserves the right to evaluate only those proposals that are received in the required format, complete in all respects and in line with the instructions contained in this RFP
- 21.2. The proposal shall be signed and stamped on each page initialed by a person or persons duly authorized to sign on behalf of bidder holding Power of Attorney as per the format provided in the Form 2 of Section 3 of this RFP document.
- 21.3. If the Proposal consists of more than one volume, Bidder shall clearly number volumes constituting the Proposal and provide indexed table of contents for each volume
- 21.4. The bidders shall submit a copy of RFP document signed/initialed and stamped each page of it to convey its acceptance

III. Submission of Proposals

22. Sealing and Marking of Proposal

22.1. The Technical Proposal shall be submitted in separate sealed envelope. The envelope containing the Technical Proposal shall have written on the top:

Envelope 'A': "Technical Proposal for Development of Truck Terminal and Commercial Facility on BOT Basis"

The Financial Proposal to be submitted shall also be in separate sealed envelope mentioning:

Envelope 'B'- "Financial Proposal for Development of Truck Terminal and Commercial Facility on BOT Basis"

The Proposal Security in form of Bank Guarantee shall be sealed in a separate envelope mentioning:

Envelope 'C'- "Proposal Security for Development of Truck Terminal and Commercial Facility on BOT Basis"

The aforementioned three Envelopes A, B and C shall be sealed in an outer envelope and marked as follows:

"Proposal for Development of Truck Terminal and Commercial Facility on BOT Basis"

22.2. Each of the three Envelopes shall indicate the complete name, address, telephone numbers (with country and city code) and facsimile number of the Bidder

22.3. Each Envelope containing the Proposal shall be addressed to

Chief Executive Officer (CEO)
Common Facility Centre,
EPIP Phase 1, Jharmajri,
Baddi, District Solan, Himachal Pradesh.
Phone: 01795 271121
Fax: 01795 271122

22.4. Each Bidder shall submit 3 (three) copies (original+2) of Technical Proposal. The proposal copies will be marked as "Original", "Copy 1" and "Copy 2" Each Bidder shall submit one copy (Original) of Financial Proposal

- 22.5. All envelopes including inner and outer envelope shall indicate the name and address of the lead member/lead partner to enable the Proposal to be returned unopened in case it is declared late or otherwise not accompanied by the other Proposal documents
- 22.6. BBNDA reserves the right to reject any Proposal which is not sealed and marked as instructed above and BBNDA will assume no responsibility for the misplacement or premature opening of the Proposal

23. Proposal Due Date

- 23.1. Proposal should be submitted before 1500 hours Indian Standard Time (IST), on Proposal Due Date, as stated in the Schedule of Bidding Process, at the address given in paragraph 22.3, in the manner and form as detailed in the RFP Document. The Proposals submitted by facsimile transmission will not be accepted
- 23.2. BBNDA may at its sole discretion, extend the Proposal Due Date by issuing an addendum uniformly for all Bidders.

24. Late Proposals

- 24.1. Any Proposal received by BBNDA after the Proposal Due Date will not be accepted.

25. Modifications/Substitution/Withdrawal of Proposals

- 25.1. A Bidder may modify, substitute or withdraw its Proposal after submission, provided that written notice of the modification; substitution or withdrawal is received by BBNDA by the Proposal Due Date. No Proposal shall be modified, substituted or withdrawn by the Bidder after the Proposal Due Date.
- 25.2. Any Bidder may withdraw its Proposal on or prior to the Proposal Due Date without inviting action for forfeiture of its Proposal Security. Withdrawal or modification by the Bidder of its Proposal after Proposal Due Date shall entitle the BBNDA to forfeit the Proposal Security
- 25.3. The modification, substitution, or withdrawal notice shall be sealed, marked and delivered in accordance with Clause 22, with the envelope being additionally marked "MODIFICATION", "SUBSTITUTION" OR "WITHDRAWAL" as appropriate.

IV. Proposal Opening and Evaluation

26. Proposal Opening

- 26.1. BBNDA will open the proposals, including withdrawals, modifications made pursuant to Clause 25 in the presence of Bidder's designated representatives who choose to attend, at the time, date and location stipulated in the Schedule of Bidding Process.
- 26.2. Envelopes marked "Withdrawal" shall be opened first and the name of the Bidders shall be read out. Proposals for which an acceptable notice of withdrawal has been submitted in accordance with Clause 25 shall not be opened
- 26.3. Subsequently, all envelopes marked "Modifications" shall be opened and submissions therein read out in appropriate detail
- 26.4. BBNDA reserves the right to open Envelope B containing financial proposal on the same day, in the event that only one proposal is received by BBNDA for the Project
- 26.5. BBNDA would subsequently examine responsiveness of Proposals in accordance with the criteria set out in Clause 28

27. Confidentiality

- 27.1. BBNDA shall treat the contents of all Proposals and other documents, information and solutions submitted by the bidders as confidential. BBNDA shall take all reasonable precautions to ensure that all persons have access to such material maintain confidentiality in respect of the same. BBNDA shall not divulge any such information, unless it is directed to do so by any authority, which has power to order its release
- 27.2. Each party to whom this RFP document is issued, shall, whether or not he/it submits a proposal, treat this RFP, related clarifications, information and solutions provided by BBNDA in relation to this Project or bidding process as confidential for a period of five (5) years from date of issuance of RFP document package. During this period, the concerned person or entity shall not disclose or utilize in any manner, any such documents, information or solutions, without prior written approval of BBNDA, unless he/it is required to do so in pursuance of any applicable law. Intellectual Property contained in this RFP document package is owned by BBNDA and shall continue to be owned by BBNDA
- 27.3. BBNDA shall have right to make available the proposal related information provided by the Bidder(s) to its advisors/consultants/project developers etc. for the purpose of availing their assistance in evaluating the Proposals. Each short-listed party shall have the right to make available this RFP document and related documents/information to its advisors/consultants and to the concerned financial institutions for the purpose of preparation of its proposal and for achieving Financial Closure. BBNDA and short-listed parties shall ensure that their

advisors/consultants and/or financial institutions treat this RFP document and the related information as confidential

- 27.4. Any information relating to examination, clarification, evaluation and comparison of Proposals and recommendations for the selection of the Preferred Bidder shall not be disclosed to any Bidder or any other person not officially concerned with such process

28. Determination of Responsiveness

- 28.1. Prior to evaluation of Proposals, BBND A will determine whether each Proposal is substantially responsive to the requirements of the RFP. A Proposal shall be considered responsive only if the Proposal:

- a is received by the Proposal Due Date including any extension thereof pursuant to Clause 23;
- b is signed sealed and marked as stipulated in Clause 21 and Clause 22;
- c is accompanied by the Power of Attorney in the format specified in Form 2 (or 3 as applicable) of Section 3;
- d is accompanied by Proposal Security as specified in Clause 17;
- e Contains all the information as requested in this RFP;
- f Contains information in the formats same as those specified in this RFP;
- g Mentions the validity period as set out in Clause 18;
- h Is accompanied by MoU (for Consortium) as stipulated in Clause 4.4;
- i Fulfill all conditions and contains all undertakings and obligations as required by this RFP;
- j Contains no false or misleading information or statement or undertaking

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

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

- 28.3. BBND A reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained in request of such Proposals

28.4. If a bid is deemed to be substantially responsive BBNDA may seek any clarifications, information etc it may deem fit, before deciding whether the bid is responsive or not

29. Clarifications/ Additional Submissions

29.1. To facilitate evaluation of Proposals, BBNDA may at its sole discretion, seek clarifications or additional submission in writing from any Bidder regarding its proposal. Notwithstanding anything contained in the RFP Document, BBNDA reserves the right to take into consideration any such clarifications/additional submissions sought by it for evaluation of the Proposal

30. Evaluation of Proposals

30.1. BBNDA will evaluate and compare only the Proposals determined to be substantially responsive in accordance with Clause 28. The Technical Proposal will be evaluated for substantive compliance or responsiveness

30.2. Technical Proposals of only qualifying firms shall be opened and will be evaluated for substantive compliance or responsiveness

30.3. Only those firms whose qualifications and technical proposals are found substantially responsive to the requirements as specified in this document, will be nominated as qualified bidders for purpose of opening of financial proposals and their evaluation

31. Technical Proposal Evaluation

31.1. BBNDA will carry out a detailed evaluation of the Proposals previously determined to be substantially responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the RFP Document. In order to reach such a determination, BBNDA will examine and compare the technical aspects of the Proposals on the basis of the information supplied by the Bidders, taking into account the following factors:

- a. Overall, completeness and compliance with the BBNDA Requirements; suitability of the works offered in relation to the conditions prevailing at the site; and quantity, function and operation of any process control concept included in the Proposal. The Proposal that does not meet minimum acceptable standards of completeness, consistency and detail as required by RFP document will be rejected for non-responsiveness
- b. Working methods and program shall demonstrate that the Bidder will achieve the performance standards specified in this RFP Document

- c. Any other relevant factors, if any, listed in the Proposal Data Sheet, or that the BBNDA deems necessary or prudent to take into consideration

31.2. The evaluation of Technical Proposal will be on Pass/ Fail basis with due justification for each case. The assessment will be based on Evaluation Criteria as given in the Section 3 of the RFP document

32. Financial Proposal Evaluation

32.1. Evaluation of Financial Proposal shall be based on the bidding parameter as specified in the Data Sheet

32.2. The Preferred Bidder shall be the Bidder whose Proposal has been determined to be substantially responsive to the RFP and who has quoted highest Concession Fee, provided that such bidder continue to be qualified in accordance with the provisions of the RFP.

33. Interpretation of Documents

33.1. BBNDA will have the sole discretion in relation to:

- (i) The interpretation of this RFP document, the Proposals and any documents provided in support of the Proposals; and
- (ii) All decisions in relation to the evaluation and ranking of Proposals

BBNDA will have no obligation to explain or justify its interpretation of this RFP document, the Proposal(s) or their supporting/related documents/information or to justify the evaluation process, ranking process or selection of the Preferred Bidder

33.2. In the event of conflicts of any sort among the Information and Instructions to Bidder(s) and the Concession Agreement, the documents shall be given the following priority

- (i) Concession Agreement
- (ii) Information and Instructions to Bidder(s)

33.3. BBNDA reserves the right to use and interpret the Proposal documents, data etc it receives from the Bidder(s) in its absolute discretion

V. Award of Concession Agreement

34. Notice of Award/Letter of Acceptance and Signing of Concession Agreement

34.1. The Preferred Bidder would be notified in writing by BBNDA

34.2. Following the issuance of the Notice of Award/Letter of Acceptance, the Concessionaire shall be required to sign the Concession Agreement, as per the draft of the Concession Agreement provided in the Section 6 of this RFP

34.3. The Concession Agreement shall be executed between Concessionaire and Baddi Barotiwala Nalagarh development Authority (BBNDA) while the Preferred Bidder shall be the Confirming Party as specified in Clause 5 above

35. Right to Accept Any Proposal and To Reject Any or All Proposal

35.1. Notwithstanding anything contained in this RFP document, BBNDA reserves the right to accept or reject any Proposal and to terminate the bidding process and reject all Proposals, at any time prior to the issue of Notice of Award, without incurring any liability towards the rejected bidder(s) or any obligations to inform the affected bidders(s) of the grounds for rejection and without assigning any reason for the same

35.2. BBNDA reserves the absolute rights to cancel, terminate, change or modify this procurement process and/or requirements of bidding stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same

36. Performance Security

36.1. The Preferred Bidder shall furnish Performance Security by way of Bank Guarantee in favor of BBNDA, as specified in the Concession Agreement and the Data Sheet. The Preferred Bidder shall provide the Performance Security prior to execution of the Concession Agreement, within three weeks of issue of Notice of Award/Letter of Acceptance to the Preferred Bidder

37. Payment of Project Development Fees

37.1. The Preferred Bidder shall provide the Project Development Fees, as specified in the Concession Agreement and Data Sheet, prior to execution of the Concession Agreement, within three weeks of issues of Notice of Award to the Preferred Bidder

38. Corrupt or Fraudulent Practices

38.1. BBNDA desires to observe a high standard of ethics during the procurement and execution of this Concession Agreement. In pursuance of this Clause, BBNDA

- will not accept a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Concession Agreement in question; and
- will declare a firm ineligible, for award of the Concession Agreement if it at any time determines that the firm has engaged in corrupt or fraudulent practices, for this Agreement or in the past

For the purpose of this provision, BBNDA defined the terms set forth as follows:

- “corrupt practices” means the offering, giving, receiving and soliciting of anything of value to influence the action of an official in the procurement process or in Concession Agreement execution; and
- “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Concession Agreement and includes collusive practices among Bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificial, non competitive levels and to deprive BBNDA of the benefits of free and open competition

39. Sources of Funds

39.1. The responsibility to raise funds for Project shall rest with Concessionaire

DATA SHEET

Clause Reference	DATA
1	<p><u>Name of the Project:</u></p> <p>Development of Truck Terminal and Commercial Facility on BOT Basis</p>
1	<p><u>Location of the Project:</u></p> <p>The project contains two sites. Site for Truck Terminal Facility is located on the banks on Balad River, while site for Commercial Facility is located on NH-21-A on Pinjore - Swarghat Road.</p>
1	<p><u>Name and Address of Baddi Barotiwala Nalagarh Development Authority (BBNDA)</u></p> <p>Chief Executive Officer Common Facility Centre, EPIP Phase 1, Jharmajri, Baddi, District Solan, Himachal Pradesh. Phone: 01795 271121 Fax: 01795 271122</p>

Clause Reference	DATA
15	<u>Proposal Language:</u> English
16	<u>Currency:</u> Indian Rupees (Rs)
18	<u>Period of Proposal Validity:</u> 180 days from Proposal Due Date
17	<u>Amount of Proposal Security:(in form of Irrevocable and Unconditional Bank Guarantee)</u> Rs 20 Lakhs as Proposal Security
22	<u>No of Copies of Proposal:</u> Along with original PROPOSAL (marked "ORIGINAL", two copies of proposal (marked "COPY 1" AND COPY 2") shall be submitted
32	<u>Bidding Parameter:</u> Concession Fee

SECTION 3
PROPOSAL FORMATS

Contents of Proposal

Each Bidder shall submit the proposal with the following attachments in the separate envelopes as specified below

Envelope A

1. Form 1: Covering Letter
2. Form 2: Power of Attorney by Bidder in favour of Designated Person (s) indicating the person has the authority to sign the proposal and thus the proposal is binding upon the Bidder during full period of its validity
3. Inter se Agreement in case Consortium, Joint Venture or Partnership
4. Form 3: Power of Attorney by Consortium Members in favour of Lead Member
5. Form 4: Information about the Bidder
6. Form 5: Experience in Similar Activities
7. Form 6: Financial Capability Statement
8. Form 7: Current Projects Undertaken by Bidder
9. Form 8: Financial Default Information by Bidder
10. Form 9: Current Litigation Status
11. Form 10: Project Undertaking
12. Technical Proposal in the prescribed format
13. RFP document with each page initialised

Envelope B - Financial Proposal

1. Form 1: Letter of Commitment
2. Form 2 : Price Proposal Format
3. Financial Details

Envelope C

1. Proposal Security in form of Bank Guarantee

QUALIFICATION FORMATS

FORM 1: COVERING LETTER

Dated:

Chief Executive Officer

Common Facility Centre,
EPIP Phase 1, Jharmajri,
Baddi, District Solan, Himachal Pradesh.
Phone: 01795 271121
Fax: 01795 271122

Re: Development of Truck Terminal and Commercial Facility on BOT Basis.

Dear Sir,

Attached to this letter is the authority regarding Power of Attorney appointing me/us as designated person(s) to make these representation for and on behalf of the Bidder in respect of the Proposal.

For and on behalf of the Bidder, I/we confirm:

1. Our offer for implementing the Project is in accordance with the terms and conditions of the RFP documents issued by BBNDA, and we agree to sign the Agreement enclosed with the RFP document and we have initialed each page of it to convey our acceptance
2. That if BBNDA accepts this Proposal, we will procure that:
 - (a) the Agreement will be executed in the form issued by BBNDA; and
 - (b) We shall provide the Project Development Fees and Performance Security as required by the RFP document
3. That the offer contained in the Proposal attached to this letter is a firm offer which will remain open for the Proposal Validity period referred to in the RFP, including any extension of the Proposal Validity period
4. That BBNDA may by written notice extend the period of Proposal Validity period and the Proposal attached to this letter and the Proposal Security below will remain in full force and be valid for that extended period as per provisions of the RFP document
5. That the Bidder accepts the terms and conditions stipulated in RFP document for the selection process and undertakes to perform its obligations accordingly

6. That attached to this letter is the Proposal Security as required by the RFP document
7. That we have received the Addendum dated [date to be inserted] to the RFP document and confirm that the attached Proposal has been submitted in accordance with the RFP document and the Addendum [only to be used in the event of clarification and/or revisions being made by BBNDA]
8. Attached to this letter is a true copy of the Power of Attorney between the parties constituting the Consortium

All capitalized terms used in this letter have the same meaning as defined in the Request for Proposal issued by the BBNDA in relation to **“Development of Truck Terminal and Commercial Facility on BOT Basis”**

Name:
Title:
Date:

**FORM 2: POWER OF ATTORNEY BY LEAD MEMBER/BIDDER IN FAVOUR OF
DESIGNATED PERSON (S)**
(a maximum two individuals)

Dated -----

POWER OF ATTORNEY

TO WHOMSOEVER IT MAY CONCERN

Shri -----(Name of the Person, domiciled at -----(Address)), acting as -----(Designation and name of the Firm), and whose signature is attested below, is hereby authorized on behalf of -----(Name of Bidder) to negotiate and settle terms and conditions, finalise, approve, sign and execute Agreements, Documents, Endorsements, Writings, etc. as may be required by BBND A for “ Development of Truck Terminal and Commercial Facility on BOT Basis” and is hereby further authorized to sign and file relevant documents in respect of the above.

(Attested signature of Shri-----)

We hereby ratify and confirm that all acts done by our attorney ----- (name of designated person) shall be binding on us as if same had been done by us personally

IN WITNESS WHEREOF, we have hereunto set our respective hands this -----day of --
-----200----- in the presence of the following witnesses

Witness 1		Witness 2	
Signature	-----	Signature	-----
Name	-----	Name	-----
Address	-----	Address	-----

Signature ----- [signature of authorised signing officer]

Name ----- [Name of authorised signing officer]

Title ----- [Title of authorised signing officer]

----- [Name and Signature of Lead Firm]

- Note: (1) Lead firm needs to submit separate Power(s) of Attorneys for each designated person
(2) Any change in the designated person(s) should be informed to BBND A along with a similar Power of Attorney in favour of such person(s)

**FORM 3: POWER OF ATTORNEY BY EACH MEMBER OF THE BIDDER IN
FAVOUR OF LEAD MEMBER**

Dated -----

POWER OF ATTORNEY

TO WHOMSOEVER IT MAY CONCERN

WHEREAS we have decided to participate in the bidding process for the “Development of Truck Terminal and Commercial Facility on BOT Basis” (the “Project”) as member of -----[name of the Consortium] independently, we, -----[name of authorising company/agency], a ----- incorporated under the laws of -----, the registered address of which is -----, to lawfully represent and act on our behalf as the Lead Member of the Consortium to sign any qualification statement, proposal, conduct negotiations, sign contracts, incur liabilities and receive instructions for us and on our behalf and execute all other necessary matters in connection with the Project. We hereby confirm that we are jointly and severally liable, together with other members of the consortium or Lead member shall be liable (strike out whichever is not applicable), to the BBNDAs for all of the obligations of the Consortium in respect of our qualification statement, technical and financial proposal for the project, in accordance with the RFP document for the Project issued on ----- and as amended prior to date hereof

We hereby ratify and confirm that all acts done by our said attorney ----- (name of lead member) shall be binding on us as if the same has been done by us personally.

IN WITNESS WHEREOF, we have hereunto set our respective hands this -----day of -----200— in the presence of the following witnesses

Witness 1		Witness 2	
Signature	-----	Signature	-----
Name	-----	Name	-----
Address	-----	Address	-----

By	-----	[the Authorising Company]
Signature	-----	[Signature of authorised signing officer]
Name	-----	[Name of authorised signing officer]
Title	-----	[Title of authorised signing officer]

FORM 4: INFORMATION ABOUT BIDDER

Name of the Bidder

Names and roles of all the members of the bidder should be given below:

1. Information about Lead Member/Members		
(a) Brief Introduction		
Registered Name of Lead Member / Member		
Address		
Telephone	Fax	E-mail
(b) Main Businesses		
In Own Country		
Internationally		
In India		
Date of Incorporation		
Under Present Management Since (Year)		
(c) Management		
Chairman of Board		
Chief Executive Officer		
Chief Operating Officer		
Role in Consortium		
(d) List of Shareholders		
Name of Shareholders	Percentage of Share	
2. Information about Designated Person(s)		
Name		
Position		
Telephone	Fax	E-mail

Note:

- (1) Particulars should be furnished separately for each member/partner
- (2) In case of Consortium/JV/Partnership, a copy of interse agreement and Power of Attorney should be attached

**FORM 5: EXPERIENCE IN DEVELOPMENT & OPERATION OF REAL ESTATE /
INFRASTRUCTURE PROJECT**

Name of the Bidder
1. Name of the Project
2. Location
3. Project Details
4. Total Project Cost Actual Planned
5. Date of Financial Close Actual Planned
6. Date of commissioning of the Project Actual Planned
7. Bidder(s) Role in the Project
8. Name, Address, Contact Person, Tel/Fax of the Other Members and their roles in the Project
9. Operating Performance (for the immediately preceding three years)
10. Financing
Brief description of the financing plan of the project (balance sheet funding/ non-recourse funding, amount of funds raised, terms on which funds raised) and role played by the Bidder.

Note:

- (1) "Infrastructure project/Real estate project for this purpose shall mean Truck Terminal Facility, Logistic hubs, Bus Terminals, Multilevel Parking facility, Flyovers, Roads and Bridges, Industrial parks, SEZ, Townships, Commercial Complex ,Shopping/ Retail Malls etc.
- (2) Please use separate sheet for each project.

- (3) Listing of contracts shall be deemed an authorization by the Bidder(s) for the BBNDA to request such references for the contracts to release them to the BBNDA

FORM 6: FINANCIAL CAPABILITY STATEMENT

S.No.	Parameters	FINANCIAL YEAR		
		2005	2006	2007
1	Tangible Net Worth			
2	Net Tangible Assets			
3	Turn Over			
4	Net Cash Accruals			

Note:

Tangible Net Worth = (Equity Capital + Reserve and Surplus-Revaluation Reserve) - (Accumulated losses + Intangible assets)

Net Tangible Assets= Net Fixed Assets (excluding revaluation reserves, intangible assets) +Investments+ Current Assets + Loans and Advances

- a. The Bidder shall provide copies of its audited financial statements and other financial data for the immediately preceding three years. The statements shall include, but not limited to, for immediately preceding three years:
 - i. Audited financial accounts including balance sheet, Profit and Loss accounts and cash flow statements
 - ii. Unabridged Annual reports
 - iii. Statement of accounting Policies
 - iv. Additional information supporting evaluation of the company's financial and legal status
 - v. Latest credit rating information- amount, instrument, timing of rating, credit rating agency
- b. The information provided shall be detailed enough to demonstrate, and allow evaluation of the Bidder's financial capability to fulfill its obligations, if awarded the contract
- c. List of Bankers along with Name and addresses from who references can be obtained. Listing of bankers shall be deemed as authorization by the Bidders and members of Consortium/JV/Partnership for BBNDA to request such references and for bankers to release them to the BBNDA
- d. Debt raised by Bidder/Consortium/JV/Partnership Members in the preceding five years. Bidder shall provide information of instrument, amount raised, purpose and nature of fund raising (non recourse/balance sheet)

FORM 7: CURRENT PROJECTS UNDERTAKEN BY BIDDER

Name of the Bidder
Name of the Member

Work	Cost of the Project	Scheduled Year of Completion	Amount to be Invested		
			2008	2009	2010

Note:

1. Bidder and each member shall provide information on its total commitment to the projects in hand, i.e risk capital (equity, contract turnover, liquidated damages, promoter's guarantees)

FORM 8: FINANCIAL DEFAULT INFORMATION BY BIDDER

Name of the Bidder
Name of the Member

Year	Nature of Default	Period of Default: Current Status	Defaulted amount (Current value, Rs Millions Equivalent)

Note:

1. This information shall include any defaults on financial commitments in the immediately preceding five years
2. A separate sheet should be used for each Member

FORM 9: CURRENT LITIGATION STATUS

Name of the Bidder
Name of the Member

Year	Name of disputing parties, cause of litigation/arbitration and matter in dispute (Party initiating to be underlined)	Disputed amount (current value, in Rupees)	Interim Award, Order or Decree For or Against Bidder

Note:

- (1) Bidder shall provide information on any current or pending litigation or arbitration.
- (2) A separate sheet should be used for each Member
- (3) Bidder to indicate the disputed amount, if known, else it should be indicated as closely as possible

FORM 10: PROJECT UNDERTAKING

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

Date ----

Chief Executive Officer (CEO)
BBNDA
Common Facility Centre,
EPIP Phase 1, Jharmajri,
Baddi, District Solan, Himachal Pradesh.
Phone: 01795 271121
Fax: 01795 271122

Re: Development of Truck Terminal and Commercial Facility on BOT Basis

We have read and understood the Request for Proposal (RFP) document in respect of the captioned project provided to us by BBNDA

We hereby agree and undertake as under:

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

Dated this Day of 2008

Name of the Bidder

Signature of the Authorized Person

Name of the Authorized Person

TECHNICAL PROPOSAL FORMATS

TECHNICAL PROPOSAL

Bidder is required to submit a Technical Proposal in following format

- (1) Overall approach to design, construction, operation and maintenance and management of Truck Terminal Facility & Commercial Facility
- (2) Concept Plan showing general arrangement of Entry and Exit System, Truck Parking facility, Amenities, Infrastructure, architectural design and other facilities.
- (3) The Bidder shall describe in detail its implementation strategy that is how it intends to design, engineer, construct the project within the specified time frame outlined in the proposal
- (4) Proposed construction methodology along with preliminary design outline and broad technical details of facilities proposed in Truck Terminal Facility & Commercial Facility.
- (5) Bidder shall describe in detail operation & maintenance model that is how it proposes to meet the operation and maintenance requirements
- (6) Bidder shall describe in detail how it proposes to use the commercial space both on NH-21-A & within Truck Terminal Facility.
- (7) Details of quality management procedures along with quality assurance programme
- (8) Details of the proposed organization structure of the SPV.
- (9) Details of key personnel proposed to be employed for implementation of project
- (10) Information about contractors/subcontractors/O&M operators/technology providers proposed to be used
- (11) Traffic management plan in and around the facility area for smooth flow of traffic on roads adjoining the Truck Terminal Facility & Commercial Facility.
- (12) Project Schedule in form of PERT/GNAT Chart outlining various activities starting with construction

INDICATIVE BILLS OF QUANTITIES

S.No.	Items	Unit	Quantity
(A)	Civil Works (Truck Parking)		
1			
2			
3			
4			
5			
(B)	Civil Works (Roads & Circulation)		
1			
2			
3			
(C)	Civil Works River Protection Work		
1			
2			
3			
4			
(D)	Civil Work for Commercial Complex (NH-21-A:Site)		
1			
2			
3			
(E)	Mechanical Works		
1			
2			
3			
(F)	Sanitation and Plumbing Work		
1			
2			
(G)	Electrical Work		
1			
2			
3			
(H)	Equipments		
1			
2			
3			
(I)	Signage		
1			
2			
(J)	Landscaping/Horticulture		
1			
2			
3			
(K)	Total Construction Cost		

1			
2			
3			

The Bidder shall detail out the items required to be executed to meet specifications and standards

FINANCIAL PROPOSAL

FORMATS

FORM 1: COMMITMENT LETTER

(To be submitted by each Bidder or in case of a Consortium, by each Member, proposing financial support to the project.)

(To be provided by Bidder on Letter Head of the respective firm)

From: -----

[Name and address of the bidder or in case of a Consortium, by each member]

The

Chief Executive Officer (CEO)

Baddi Barotiwala Nalagarh Development Authority (BBNDA)

Common Facility Centre,

EPIP Phase 1, Jharmajri,

Baddi, District Solan, Himachal Pradesh.

Phone: 01795 271121

Fax: 01795 271122

(1) -----[Name of Bidder or Member in case of a Consortium], Bidder in response to a Request for Proposal (“RFP”) issued by BBNDA, is submitting a Proposal dated (date to be inserted), to implement the “Development of Truck Terminal Facility and Commercial Facility on BOT Basis”

(2) ----- Name of Bidder or Member in case of a Consortium], with its registered office at (insert address), has agreed to commit the sum [insert the amount in Rupee] (the “Committed Sum”) in capital contributions and support to enable the Bidder/Consortium meet its obligations

(3)

Form of Capital Contribution Support	Total for the Bidder	Member’s Commitment	Percentage
Cash Contributions			
Contingent Cash Contribution			
Guarantees			
Grants			
Total			

(4) The committed sum is subject only to the following conditions:
(i) Final Board approval of the Project Agreement and Financial Agreement;
(ii) Financial close; and
(iii) No material adverse change in the financial conditions of the capital provider

- (5) The Board of the Capital provider (or a committee of the Board with delegated authority) has considered and approved:
 - (i) Financial Proposal; and
 - (ii) Financial Profile

- (6) The Board of the Capital provider (having made reasonable and diligent enquiry) believes that the Concessionaire would have the sufficient resources to meet the obligations

- (7) The Board of Capital Provider has considered and approved this letter

NAME OF [BIDDER or CONSORTIUM]

SIGNATURE -----

NAME -----

TITLE -----

DATE -----

Note:

FORM 2: PRICE PROPOSAL FORMAT

(On the Letter Head of the Bidder)

**The Chief Executive Officer (CEO)
Baddi Barotiwala Nalagarh Development Authority (BBNDA)
Common Facility Centre,
EPIP Phase 1, Jharmajri,
Baddi, District Solan, Himachal Pradesh.
Phone: 01795 271121
Fax: 01795 271122**

Sub: “Development of Truck Terminal and Commercial Facility on BOT Basis”

Being duly authorized to represent and act on behalf ----- and having reviewed and fully understood all requirements of bid submission provided in the RFP document and subsequent clarifications provided in relation to project, we hereby provide our Price Proposal

1. Total Landed Project Cost : Rs -----(In Figures)
2. Concession Fee : -----(in words)

We confirm that we will submit the Project Development Fees and Performance Security as specified in the RFP document and Concession Agreement

Name of Bidder

Signature of the Authorised Person

FINANCIAL DETAILS

- (A) Financial Proposal shall contain information about the financial plan for the Project including following**
- (a) Estimation of Detailed Construction Cost and Landed Project Cost
 - (b) Phasing of Capital Expenditure
 - (c) Full Description of financing plan with respect to sources and uses of funds, capital structure, debt draw down schedule
 - (d) Revenue Estimates and Projected Annual Income Statements from each revenue source
 - (e) Operation and Maintenance Cost Estimation and Yearly Expenditure Statement
 - (f) Taxation
 - (g) Profit and Loss Statement
 - (h) Cash Flow Statement
 - (i) Project Balance Sheet
- (2) Bidders are required to submit detailed Financial Model in Microsoft Excel 2003/2007. The soft copy of the financial model shall be provided in a Compact Disc and a hard copy printout of the same shall be submitted with the financial proposal. BBNDA's objective is to carry out a confirmatory evaluation of the bidder's Financial Proposal
- (3) The format of the Financial Model is at discretion of the Bidder, but model must be compatible with Windows 2003/2007 Operating System, Microsoft Excel 2000/2003. The Financial Model shall provide financial projections on an annual basis (unless indicated otherwise) from the Compliance date until one year after the end of the Concession Period. All projections should follow the Indian fiscal year
- (B) A full description of the assumptions underlying the financial projections shall be submitted with the Financial Model. None of the assumptions shall form conditions to the Proposal**

CONSTRUCTION COST ESTIMATION

S.No.	Items	Unit	Quantity	Rate	Amount
(A)	Civil Works (Truck Parking)				
1					
2					
3					
4					
5					
(B)	Civil Works (Roads & Circulation)				
1					
2					
3					
(C)	Civil Works River Protection Work				
1					
2					
3					
4					
(D)	Civil Work for Commercial Complex (NH-21-A:Site)				
1					
2					
3					
(E)	Mechanical Works				
1					
2					
3					
(F)	Sanitation and Plumbing Work				
1					
2					
(G)	Electrical Work				
1					
2					
3					
(H)	Equipments				
1					
2					
3					
(I)	Signage				
1					
2					
(J)	Landscaping/Horticulture				
1					

2					
3					
(K)	Total Construction Cost				
1					
2					

Note:

- (a) The Bidder shall add/provide items as necessary/required to be executed to meet specifications and standards to be adopted. Bidders shall assess the Bill of Quantities accordingly
- (b) Bidder shall provide the detailed cost estimate
- (c) The rates and prices shall be quoted in Indian currency
- (d) All duties, taxes and levies payable shall be included in the rates

PROJECT COST AND FINANCING PATTERN

(A)	Project cost	
1	Construction Cost	
2	Contingencies	
3	Project Development Costs	
4	Insurance	
5	Supervision, Testing and Monitoring	
6	Duties and Taxes	
7	Interest During Construction	
8	Total Project Costs	
(B)	Funding Pattern	
1	Equity	
(a)	Equity 1	
(b)	Equity 2	
2	Debt	
(a)	Debt 1	
(b)	Debt 2	
3	Grant	
(a)	Grant 1	
(b)	Grant 2	
4	Others (Bidders to specify)	
5	Total Funding	
(C)	Supported by: Guarantees Guarantee Facilities	

Note: Please add additional items as necessary

OPERATION AND MAINTENANCE COST ESTIMATION

(A) Operation and Maintenance Costing for Base Year

S.No.	Item	Unit	Rate	Quantity	Amount
1	Building maintenance				
2	Mechanical equipment maintenance				
3	Electrical equipment maintenance				
4	Manpower				
5	Security				
6	Power				
7	Establishment/ Administration				
8	Any other*				
	Total O&M Cost				

Note: Please add additional items as necessary

(B) Yearly Expenditure Statement

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
O&M																		

Note: Provide year wise O&M costs for the Concession Period as specified in the Data Sheet..

(C) Details on Assumptions

DEMAND AND REVENUE COLLECTION STATEMENT

Demand Assumptions

Tariff

Revenue Assumptions

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Revenue from Parking Fee																		
Revenue from other User Fees																		
Revenue from advertisement and Hoardings																		
Revenue from Lease Rental from Commercial Space in Truck Terminal Facility																		
Revenue from Lease Rentals from Commercial Facility on NH 21 A																		

FORM OF BID SECURITY

[To be issued by a Scheduled Bank's branch in Baddi]

The
Chief Executive Officer (CEO)
Baddi Barotiwala Nalagarh Development Authority (BBNDA)
Common Facility Centre,
EPIP Phase 1, Jharmajri,
Baddi, District Solan, Himachal Pradesh.
Phone: 01795 271121
Fax: 01795 271122

This deed of Guarantee is made on _____ day of _____, 2008 at _____ by _____ a scheduled bank within the meaning of Reserve Bank of India at and having its Head Office / Registered Office at _____ and inter alia a branch office at _____ (hereinafter referred to as Bank / Financial Institution, which expression shall unless it be repugnant to the subject or context hereof being deemed to include its successors and assign) in favour of Baddi Barotiwala Nalagarh Development Authority (BBNDA) having its registered office at _____ (hereinafter referred to as BBNDA, which expression unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns

1. [Name of relevant Bidder] ("Bidder"), has in response to a Request for Proposal ("RFP") document issued by the BBNDA submitted a Proposal dated [dated to be inserted] for it to procure the Concession to implement the Project on Design, Built and Operate basis. (the "Project")
2. [Name of the Bank/Financial Institution] with its registered office at..... absolutely unconditionally and irrevocably guarantees and undertakes to pay BBNDA upon first written demand the sum of Rs.....(Rupees) (the "Guaranteed Sum") subject to the conditions set out below.
3. [Bank/Financial Institution] undertakes to immediately pay BBNDA without any protest or demur the Guaranteed Sum upon receipt of the first written demand from BBNDA without BBNDA having to substantiate its demand provided that the demand states that the amount demanded is due as a result of the occurrence of one or more of the conditions referred to in Clause 4 below.
4. [Bank/Financial Institution] shall be liable to immediately pay to BBNDA the Guaranteed Sum without any deduction to BBNDA if BBNDA notifies[Name of the Bank/Financial Institution] in writing that:
 - (a) The Bidder has withdrawn its Proposal after Proposal due date and during the Proposal validity period.

- (b) In case the Bidder fails to sign the Concession Agreement or pay the Project Development Fees or furnish the required Performance Security to BBNDA within 3 weeks of the date of issue of Notice of Award.
 - (c) In case the Proposal of the Bidder, is determined as being “conditional” or “qualified” in the opinion of BBNDA.
 - (d) In case bidder refuses to accept the corrections of errors in his Bid.
- 5 This guarantee will remain in force for a period of 270 days from date of submission of Proposal or as it may extend by BBNDA, notice of which extension to the [Bank/Financial Institution] is hereby waived
 6. BBNDA is entitled to make any demand under this guarantee not later than the day this guarantee ceases to remain in force in accordance with Clause 5.
 7. BBNDA is under no obligation to notify [Bank/Financial Institution] of any extension of the Validity Period of the Proposal or the selection of the Bidder as one of the qualified Bidder (s).
 8. [Bank/Financial Institution] agrees that it will not assign its obligations under this guarantee without the prior written consent of BBNDA, and BBNDA will not unreasonably withhold its consent if the proposed assignee is of atleast equal financial standing to [Bank/Financial Institution] and the assignee assumes in writing the obligations of [Bank/Financial Institution] under this guarantee at the same time of before the assignment.
 9. The Courts of Shimla shall have jurisdiction over all matters arising out of or relating to this Guarantee and this shall be governed by the laws of India.

In witness thereof the [Bank / Financial Institution] has executed this Guarantee on this _____ day of _____ and Year first herein above written.

Signed and Delivered by the above named _____ [Bank / Financial Institution] by its authorized signatory as authorized by Board Resolution passed on _____ / Power of Attorney dated _____.

Authorised Signatory
 Name
 Designation

In presence of:

1).....

2)

EVALUATION CRITERIA

CRITERIA FOR EVALUATING TECHNICAL PROPOSAL

S.No.	Criteria	Parameters	Marks
I	Eligibility		
1	Eligibility Criteria	<ul style="list-style-type: none"> ▪ Experience and financial eligibility as per criteria 	15
II	Adequacy of Proposed Plan and Methodology		
2	Design	<ul style="list-style-type: none"> ▪ Master plan and layout of activities/subcomponents of Truck Terminal Facility ▪ Parking Capacity ▪ Proposed usage of Commercial facility 	50
3	Construction Plan	<ul style="list-style-type: none"> ▪ PERT/CPM plan giving details about time and activities to be undertaken and over all Construction Management Plan ▪ Proposed optimum construction quality parameters ▪ Construction Methodology and Plan ▪ Implementation and Contractual Arrangement for Construction 	20
4	Operation and Maintenance Plan	<ul style="list-style-type: none"> ▪ Operation and Maintenance Plan ▪ Implementation and Contractual Arrangement for services and operation and maintenance ▪ Traffic management plan 	15
		Total Marks	100

Minimum Technical Score required to qualify is 60 marks

CRITERIA FOR EVALUATING FINANCIAL PROPOSAL

Criteria for evaluating Financial Bid will be the Concession Fee