



**Telangana State Industrial Infrastructure Corporation Limited
(TSIIC)**

REQUEST FOR PROPOSAL

FOR

**CONSTRUCTION, OPERATION AND MAINTENANCE OF TRUCK PARKING
FACILITY WITH AMENITIES AT AUTO NAGAR, HAYATHNAGAR, HYDERABAD
FOR 12 (TWELVE) YEARS ON DESIGN, BUILD, FINANCE, OPERATION &
TRANSFER (DBFOT) BASIS**

Issued by:

Telangana State Industrial Infrastructure Corporation (TSIIC) Ltd., 6th Floor, Parisrama Bhavan, Fateh
Maidan Road, Basheerbagh, Hyderabad – 500 004.
www.tsiic.telangana.gov.in



Schedule of Bidding process

Bidders are invited to submit their Bids on or before the time, date at the office for submission as indicated below.

S NO.	Event Description	Particulars
1	RFP Reference No.	02/CE/RFP/TSIIC/2023-24, Date: 13.07.2023.
2	Date of issue of Tender Call Notice	18.07.2023
3	Last Date for receipt of queries, if any	08.08.2023
4	Email Address for Communication	ce-iic@telangana.gov.in
5	Date & Venue for Pre-Bid Meeting	-----
6	Tender Download End Date	08.08.2023 UPTO 16:00 hours.
7	Contact Person Details	040-23237672
8	Bid Due date / Submission date	16.00 hours IST on 08.08.2023.
9	Address for Submission of Bid	The Chief Engineer, TSIIC, 5 th Floor, Parisrama Bhavan, Fateh Maidan Road, Basheerbagh, Hyderabad – 500 004.
10	Date & Time for opening of Technical Bid	Date 08.08.2023; Time 16.30 hours IST
11	Date & Time of opening of Financial Bid	After evaluation of Technical Bid. Intimated to the qualified Bidders.
12	Processing fee (Non-Refundable)	Rs.10,000/- (Rupees Ten Thousand only) + applicable GST (@18%) amounting to Rs.11,800/- (Rupees Eleven Thousand and Eight Hundred only) in the form of a crossed demand draft drawn in favour of TSIIC payable at Hyderabad drawn on any scheduled bank.
13	Earnest Money Deposit (Refundable)	Rs.4,40,000/- (Rupees Four Lakh Forty Thousand only) in the form of online transfer through net banking/debit card/credit card in favour of TSIIC or by way of a Bank Guarantee in the form acceptable to the Authority.
14	Bid Validity Period	120 days from the Bid Due Date.
15	Project Development Fee (Non-Refundable)	The Selected Bidder shall have to pay an amount of Rs.5 lakh (Rupees five lakh only) plus applicable taxes to TSIIC in the form of a crossed demand draft favoring TSIIC towards "Project Development Fee" before signing the Contract Agreement.
16	Performance Security	The Selected Bidder shall have to deposit Performance Security for the Construction Period within 21 days of receipt of LOA, for a sum of Rs.13,20,000/- (Rupees



		<p>Thirteen Lakh Twenty Thousand only) for a period of 12 months by way of a Bank Guarantee. In this regard, the Earnest Money Deposit (EMD) in case it is deposited by way of online transfer shall be adjusted towards the Performance Security and in such a case, the Selected Bidder shall have to deposit the balance amount of Performance Security with the Authority by way of a Bank Guarantee in the form acceptable to the Authority. In case the Project development does not complete within 6 (six) months of signing of the Agreement with the Authority, the Performance Security for the same amount shall have to be extended for a period matching with the extended period of Project Construction Period.</p> <p>The Performance Security for the Construction Period shall be returned to the Project Developer (the Agency) at the end of the period as mentioned above, only after the Agency furnishing a fresh Performance Security for the O & M Period equivalent to accepted first year Annual License Fee with the Authority by way of an online transfer through net-banking / debit card / credit card for due and faithful O & M Period performance by the Agency (Selected Bidder); such O & M Period Performance Security shall be increased by 5% at the end of every year (before 31st December of every year) during the Concession Period. The Performance Security shall be retained by the Authority for the duration of the Contract and be returned to the Agency as per the provisions of the Contract without any interest.</p>
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TSIIC reserves the right to modify the above 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.

Disclaimer



The information contained in this RFP document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Tender and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the 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 making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the 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 Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or 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 Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way for participation in this Bid Stage.

The 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 Tender.

The 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 Tender.

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



The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the 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 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

Authority	As defined in Clause 1.1.1
Agency	As defined in Clause 1.1.2
Bid(s)	As defined in the Disclaimer
Bidders	As defined in Clause 1.2.2
Bidding Documents	As defined in Clause 1.1.5
Bid Due Date	As defined in Clause 1.1.5
Bidding Process	As defined in Clause 1.2.1
Concession	As defined in Clause 1.1.5
Concession Agreement	As defined in Clause 1.1.2
Concessionaire	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.2.3 (c)
Consortium	As defined in Clause 2.2.3 (a)
Damages	As defined in Clause 2.2.3
[DBFOT]	As defined in Clause 1.1.1
Earnest Money Deposit	As defined in Clause 1.2.4
Gol	Government of India
GoT	Government of Telangana
Highest Bidder	As defined in Clause 1.2.6
Least Cost Selection (LCS) method	As defined in Clause 1.2.1
Lead Member	As defined in Clause 2.1.16 (c)
License Fee	As defined in Clause 1.2.6
LOA	As defined in Clause 4.5.3
Performance Security	As defined in Clause 4.6
Project	As defined in Clause 1.1.1
Project Development Fee	As defined in Clause 4.5.3
Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
Selected Bidder	As defined in Clause 4.5.1
Sole Firm	As defined in Clause 3.1.11

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 above.



1. INTRODUCTION

1.1. Background

1.1.1. Trucks play a predominant role in transporting the Goods from various parts of the Country to cater to various needs of the population of Hyderabad. Accordingly, everyday many trucks move in and move out of the city transporting various commodities. As per extant rules and to avoid traffic congestion during the day, the trucks are permitted to travel through the city only during lean traffic hours, i.e., during night times. In the process, many trucks coming from neighboring Districts and from across the country are enforced to stop their vehicles on the outer limits of the city. Around 90% of these Trucks are parked alongside the road / in any available vacant area / in some designated places where facilities do not exist.

The necessity for parking of trucks arises due to various reasons. Parking takes place mainly due to a). drivers park when they must and when they have no assignment to drive, b). the need to park is seldom discretionary and tends to be driven by the commercial practices of the customers such as hours of operation, when the load is ready to be picked up, day of the week, etc. and c). in order to take rest during mandatory rest periods. This often results in road congestion and the internal roads and Highways that connect Hyderabad to various towns/cities have become danger zones as truck drivers often park their vehicles on the roadside without any indication, leading to fatal accidents. This can impact truck operations to the extent that space would otherwise be used for operations is subordinated to truck parking or storage. It also potentially affects neighborhoods and freeway ramps. This has negative impacts to neighborhoods including possible safety issues.

Therefore, providing adequate and safe truck parking facilities helps the economy, reduce congestion, and helps to improve air quality. It can also result in a number of other benefits including opportunities for truckers, shippers and receivers to enhance their productivity. It can also result in improving safety for truckers on highways.

Accordingly, Telangana State Industrial Infrastructure Corporation Ltd., (TSIIC) (the "Authority"), a Government of Telangana undertaking and the nodal agency for industrial growth in Telangana proposes to provide 10.32 acres of land located at Auto Nagar, Hayath Nagar, Hyderabad on license/concession basis to the selected Agency for development of Truck Parking Facilities along with amenities on "Design, Build, Finance, Operate and Transfer (DBFOT)" basis (the "Project"). The proposed parking is an off-street outdoor open area.

Auto Nagar is located on Mumbai – Vijayawada National Highway (NH-65). The nearest landmark for the Project Site is Mahavir Harina Vanasthali National Park. Auto Nagar houses Transport Agencies, Garages, Auto Service Centers, Spare Parts outlets, etc. Auto Nagar Industrial Park (Auto Nagar IP) was developed by TSIIC in an area of around 223 acres and out of the same proposed Project Site for development of Truck Parking is 10.32 acres within Auto Nagar IP. Most of the Project Site for development of Truck Parking is under Open Area category thus construction of structures is not permitted. However, land to the extent of around 0.7 (zero point seven) acre is outside the designated open spaces and can be utilized for construction of any required temporary structures.



The Agency identified through this tender process shall be given the land as a license /concession basis to create a Truck Parking Facility with required amenities as per the terms & conditions of this Tender document. Accordingly, TSIIC decided to carry out the Bidding process for selection of a private party to whom the Project may be awarded. Brief particulars of the Project are as under:

Project Details	Project Location	Estimated Project Cost
Construction, Operation and Maintenance of Truck Parking Facility along with amenities for a period of 12 (twelve) years (the Project Construction Period will be 6 months and rest will be Operation Period, i.e., 11 ½ years) with an option to renew the Agreement for an additional period of maximum 5 (five) years at the discretion of the Authority on Design, Build, Finance, Operate & Transfer (DBFOT) basis. All the expenses with regards to Project development both during construction and also during operation shall have to be borne by the Project Developer (the Agency) only.	Auto Nagar, Hayath Nagar, Hyderabad (location map as provided in Annexure 1)	Rs. 4.40 Crore (Indicative only)

- 1.1.2. The Selected Bidder (the “Agency”) shall be responsible for design, engineering, procurement, construction and operation & maintenance of the Project for 12 (twelve) years with an option to renew the Agreement for an additional period of maximum 5 (five) years at the discretion of the Authority under and in accordance with the provisions of the concession agreement (the “Concession Agreement”) to be entered into between the Agency and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant thereto.
- 1.1.3. The Concession Agreement sets forth the detailed terms and conditions for award of work to the Agency, including the scope of the Agency’s services and obligations.
- 1.1.4. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this Tender and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Agency set forth in the Contract Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this Tender 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 Authority.
- 1.1.5. The Authority shall receive Proposals pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the 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”).

1.2. Brief description of Bidding Process

- 1.2.1. The Authority has adopted single stage three envelopes Bidding process (referred to as the “Bidding Process”) for selection of the Bidder for award of the Project. The Bidder will be selected under Least Cost Selection (the “LCS”) method, i.e., the Bidder who offers the highest **License Fee** as described in this RFP. The expression “Bidder” shall, unless repugnant to the context, include the members of the Consortium.
- 1.2.2. Interested Bidders (the “Bidders”) are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of not less than 120 (one hundred and twenty) days from the date specified in Clause 1.3, for submission of Bids, the Bid Due Date.
- 1.2.3. The Bidding Documents include the RFP, the draft Concession Agreement for the Project and any other document issued by the Authority in relation to this Project. The aforesaid documents and any addenda issued subsequent to this RFP, will be deemed to form part of the Bidding Documents.
- 1.2.4. A Bidder is required to submit along with its Bid, an Earnest Money Deposit of Rs.4,40,000/- (Rupees Four Lakh Forty Thousand only) (the “Earnest Money Deposit” or “EMD”) refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Earnest Money Deposit shall be retained till it has provided a Performance Security. The Bidders will have an option to provide Earnest Money Deposit either in the form of online transfer through net banking/debit card/credit card in favour of TSIIC or by way of a Bank Guarantee in the form acceptable to the Authority. In case a bank guarantee is provided, its validity period shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In this regard, in case the EMD is provided by way of online transfer, the EMD shall be adjusted towards the Performance Security and in such a case, the Selected Bidder has to deposit the balance amount, by way of a Bank Guarantee in the form acceptable to the Authority. The Bidder shall also have to pay to the Authority a sum of Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred only) which includes an amount of Rs.1800/- towards GST towards non-refundable processing fee in the form of a demand draft in favour of TSIIC payable at Hyderabad” drawn on any scheduled bank. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit and the demand draft towards processing fee.
- 1.2.5. Bidders are advised to examine the Project in greater detail, including development and operation of the Project and to carry out, at their cost, proper due diligence of the Project including such studies as may be required for submitting their respective Bids.
- 1.2.6. Bids would be evaluated on the basis of the highest license fee (the “License Fee”) per year quoted by the Bidder for development of the Project and to be payable as per the provisions of the Concession Agreement. Please note that the **minimum base License Fee** for the Project is Rs.2 lakh (Rupees two lakh only) per annum plus applicable taxes.



Therefore, any quoted Bid which is less than the minimum base Licensee Fee shall be summarily rejected. The License Fee has to be quoted in Indian Rupees only. The Selected Bidder shall have to pay the quoted License Fee on yearly basis in advance. The quoted License Fee shall have to be increased by 5% every year from second year onwards till the end of the 12 year Concession Period (the Project Construction Period will be 6 months and rest will be Operation Period, i.e., 11 ½ years). The License Fee shall have to be paid as illustrated here under:

S No.	Payment Year	License Fee Payable
1	First Year	License Fee as quoted by the Bidder
2	Second Year	License Fee as quoted by the Bidder X (1+5%)
3	Third Year	License Fee as quoted by the Bidder X (1+5%) ²

In the similar way, the subsequent Licensee Fee shall have to be paid to the Authority till the end of Concession Period as per the provisions of the Concession Agreement.

Subject to Clause 3.14 and minimum base Licensee Fee as mentioned above, the Project will be awarded to the Bidder quoting the highest License Fee. In this Tender, the term "Highest Bidder" shall mean the Bidder who's quoted License Fee is the highest.

- 1.2.7. Generally, the Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 4 of this RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.

1.3. Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

Event Description	Date
1. Bid Due Date	: 08.08.2023, before (16.00 hrs IST)
2. Opening of Technical Bids	: 08.08.2023 at 16.30 hours IST
3. Opening of Financial Bid	: Intimated at a later date
4. Letter of Award (LOA)	: Within 7 days of Opening of Financial Bid
5. Validity of Bids	: 120 days of Bid Due Date
6. Signing of Concession Agreement	: Within 21 days of award of LOA

1. Terms of Reference

2.1. Scope of the Project:

The Agency has to develop the Project as per the Scope of Work as detailed hereunder and all the expenses in this regard both for construction and also for operation of the Project shall have to be borne by the Agency:

1. The proposed Project Site is an open land with no firm top surface. The land needs levelling with moorum, removal of excess earth/any waste material lying there at and it needs to be cleaned. Cement Concrete pavement to be provided for the area demarcated as Parking Area to make it suitable for parking of trucks.



2. To create Parking Facility for Trucks & Heavy Vehicles as per the “Minimum Developmental Obligations” as detailed in this RFP document. The Project Developer is free to develop any other facility(ies) as it deems suitable for the Project subject to approval of the same from the Authority.
3. To construct paved internal roads of pavement width of 5.5 metres.
4. To construct separate bathrooms & toilets and to maintain the same in hygienic conditions at all times.
5. The Project Site area has to be fenced with front and one side of the Site with concrete compound wall and the other two sides with barbed wire.
6. To establish electronic billing system for vehicle parking as per the fees prescribed by the Authority.
7. To construct Security Guard enclosures at entry & exit. It should consider separate Entry & Exit points with boom barriers at the Parking Facility.
8. All entry & exit ramps should be provisioned for one-way traffic movement with mild gradients.
9. To deploy Security Guards at the location for 24 x 7 monitoring.
10. The parking slots shall be visually delineated and to be numbered;
11. To install IP HD quality CCTV camera system for surveillance & monitoring at critical locations within and outside the parking premises with minimum 15 days backup of data.
12. Convex Mirrors to be considered at blank spot detection at the blind turns on the parking ramps where required.
13. Adequate Color line markings & signage boards should be provisioned.
14. Adequate passage space with clear line markings and appropriate space for vehicle movements.
15. LED display system to be provided at the access roads approaching the facility showing the availability of parking spaces and other information.
16. To obtain the electricity connection, arrange for water, required sewerage management system, Lighting Arrangements etc., and all the expenses in this regard to be borne by the Agency. The Authority shall only facilitate in arranging the same.
17. The security deposit (if any), monthly recurring bills for electricity, drinking water are to be borne by the Agency.



18. The Agency shall ensure that no activity which is against the law shall be carried out within the premises and any violation shall be treated severely.
19. To adhere to fire safety standards and maintain fire-fighting equipment; and
20. Perform and fulfill such other obligations incidental to the proposed activities.

2.2. Special Conditions

1. The truck parking billing system should capture the image of the vehicles (both front view & rear view) with clear visibility of number plate, name of the driver along with accomplice, origin of truck, destination etc.
2. To collect a copy of the ID proof of the driver and his accomplice and maintain the same for record and submit the same to the Authority if asked for.
3. Only the prescribed parking fee and the charges for the usage of dormitory as fixed by the Authority has to be charged and necessary bill has to be given to the users.
4. The developed Site must be of a size that will allow all turning movements on-site; vehicles shall not be permitted to move back in the Project Site.
5. The Project Site shall have to be graded in order to dispose of all surface water through a proper drainage system.
6. The Agency has to handover the licensed premises along with all the land, buildings, fixtures and fittings to the Authority on expiry or early termination of the Contract.
7. The Agency shall have to keep the Authority totally indemnified against all claims, damages, dues, payments, fines, penalties, compensation demands, liabilities and other losses, if any, that may arise on account of non-compliance or violation of any statutory provisions or on account of any accident, injury, loss or damage to the vehicles or life or on any other account.
8. A proper record of all the vehicles using the Truck Parking Facility shall be maintained and produced for verification to the Authority as and when called for.
9. To keep a watch and ward on the vehicles parked and any unclaimed vehicles shall have to be handed over to the local police.
10. To erect boards of 3 feet X 2.6 feet size or as per regulatory controls/laws/norms in vogue painted in retro reflective lettering in Telugu, English & Hindi mounted at appropriate places indicating the parking stand, parking charges, entry & exit gates and other signages as appropriate.
11. To display proper signs and markings for efficient vehicle guidance within the Project Site.



12. The Parking Facility is intended for parking of trucks (including LCVs) and other heavy vehicles and therefore all other category of vehicles should not be allowed to use the facilities at the Project premises. The Facility has to be open round the clock, i.e., 24X7.
13. Sub-lease of the entire premises is strictly prohibited. However, the Agency can sub-let Dormitories, the Dhaba/Canteen, Office Space, etc., and in case asked for, the Agency shall have to provide the details of Sub-lease to the Authority.
14. The Agency to maintain first aid facilities for visitors and for its own employees.
15. All necessary personal safety equipment as considered adequate shall be kept available for use.
16. The Agency shall have to display a board indicating that “Vehicles parked are at owners’ risk and costs and that the Agency nor TSIIC will be responsible for any loss, damage or theft of the vehicles parked in the Project Site for whatsoever reasons”.
17. To comply with all the applicable laws and government acts including the by-laws or regulations of local authorities relating to the work for Project execution and operation including the labour laws.
18. To comply with all applicable environmental laws and regulations and shall ensure that the Project Site remains free from pollutants for the entire duration of the Contract Period.
19. The Authority reserves the right to impose / enforce any special terms / conditions from time to time arising out of government orders, if any, or in the interest of the security of general public / users of the Facility.

2.3. Parking & Dormitory Usage Charges

Only goods carrier vehicles of LCV / Trucks, etc., shall be allowed to be parked. The Agency is allowed to charge the following parking and dormitory charges from the visitors.

S No.	Description	Approved Rates
1	Two axle (both LCV & Trucks) goods carriers	Rs. 40/- for first four hours & Rs. 5/- extra on every additional hour of parking thereafter. In case of Parking for 24 hours, the charges will be Rs.100.
2	Multi axle goods carriers & Heavy vehicles	Rs. 60/- for first four hours pf parking & Rs. 8/- extra for every additional hour of parking thereafter. In case of Parking for 24 hours, the charges will be Rs.160.
3	Dormitory charges	Rs. 60/- for first four hours per bed and Rs.5/- extra on every additional hour of usage. In case of usage of Dormitory for 24 hours, the charges will be Rs.120.

The above rates can be increased by 10% every two years and the charges so arrived at are to be rounded off to the nearest rupee.



No charges to be levied for use of toilets. The User Charges for any other services such as food & beverages, etc., will be as fixed by the Agency. However, such charges can be increased only once in a year with a cap of not more than 5%. Any increase beyond 5% shall be with the approval of the Authority for any genuine reasons.

The Bidder may take advertisement revenue into consideration and accordingly quote its License Fee. However, please note that erection of any hoardings / advertisement boards shall be subject to third party proof check, as appointed by the Authority for technical specifications, designs & drawings. All the expenses in this regard shall have to be borne by the Agency. In case advertisement revenue is considered, the Agency is free to collect advertisement fee as negotiated by it with the advertisers during the Concession Period. Any hoardings shall be as per regulatory controls/laws/norms in vogue.

2.4. Role & Responsibilities of the Agency

The role and responsibilities of the Agency during the Concession Period are as detailed hereunder:

- a. To maintain good housekeeping in the Project Site premises. To remove any garbage and any other waste material from the Project Site and dispose properly on regular basis.
- b. To provide fire protection measures and safety equipment at the Project site;
- c. A responsible person shall be appointed at the Project Site to ensure smooth operations at the Project;
- d. Trained manpower to be deployed to operate the systems and to ensure that they always wear personal protective equipment such as gloves, face masks to avoid injuries and health risks;
- e. Responsible for all Permissions & Clearances as amended from time to time as applicable to the proposed Project; and
- f. To develop and maintain greenbelt with good leaf area native trees and water harvesting measures for an area of 7.12 acres within the premises of 10.32 acres. Any change in greenbelt area and any constructions such as expansion of Truck Parking area or construction of any other structures (permanent / temporary) during the Concession Period shall not be undertaken without the approval of the same by the Authority.
- g. Since most of the Project Site falls under Open Area/Greenbelt norm, any development beyond Minimum Developmental Obligations by the Concessionaire shall be only after getting approval from the Authority. For the sake of clarity and by way of avoidance of doubt, please note that the Authority has got the right to decline/reject any proposal submitted by the Concessionaire beyond Minimum Developmental Obligations and Authority shall not, in any manner be a party to or responsible for such notional damages or losses of the Concessionaire on account of such decline/rejections.

2.3. Role & Responsibilities of the Authority



The role and responsibilities of the Authority, during the Concession Period, are as detailed hereunder:

- a. To provide encumbrance free land on “as is where is” basis for project development; and
- b. Facilitate for obtaining approvals & permits from various government instrumentalities.

2.4. Minimum Developmental Obligations

The Minimum Development Obligations (MDO) for the Project Developer (Agency) is as detailed in the Table below. While developing the Project, the Project Developer (the Agency) has to keep in mind the Open Area constraint and only to the maximum extent of around 0.7 acre of land could only be utilized for building any temporary structures including internal roads. The excess available land within the Project Site shall be used for development of greenery as appropriate. The Agency, before commencement of construction works, has to submit the “Project Development Plan” to the Authority for approval by providing complete details as per the format at Annexure VII. The Project Components with indicative built up areas are as given here under:

S No.	Project Components	Components Size / Capacity	Built Up Area (Sqm)	Site Area (in Acres)
1	Truck parking	120 trucks	12000*	3.20
2	Commercial Office Space for 3PL Operators	500 sft	46	
3	Administrative Office	500 sft	46	
4	Canteen /Dhaba	500 sft	46	
5	Dormitories	3967 sft	370	
6	ATM / Kiran Shop	300 sft	28	
7	Truck Washing Station	1	--	
8	Replacements of tubes & tyres	1	--	
9	Room for Security Guards (2 Nos.)	100 sft	10	
10	Other Facilities (Toilets)	689 sft	64	
11	Internal Roads	4194 sft	390	
Total		--	12954	
Add Green belt & open spaces				7.12
Grand Total				10.32

*Assumed at 100 square metres per truck.

The available excess land within the Project Site shall be used for development of greenery as appropriate. The Agency has the right to develop the Project based on its proposed Project development plan and as approved by the Authority. The Agency can also develop more facilities than the facilities listed in the above Minimum Developmental Obligations only if it is approved by the Authority. However, all the Project facilities have to comply with the applicable BIS Codes and National Building Codes, MORTH regulations, Indian Road Congress Codes, Good Industry Practice and any other codes as relevant to the Project.

- 2.5. **Project Duration:** The Concession/License Period for the Project is 12 years with an option to renew the Agreement for an additional period of maximum 5 (five) years at the discretion of the Authority. The Construction Period for completion of Project execution



works is 6 (six) months. The commencement of Works shall be from the date of signing of the Concession Agreement.

From Project Completion Date (end of Construction Period), the O & M Period (11 ½ years) for the Project commences, during which the Agency is responsible for Operation & Maintenance of the Project including generation of revenue on the activities as permitted and at the User Charges as fixed by the Authority.

3. INSTRUCTIONS TO BIDDERS

A. GENERAL

3.1. General terms of Biding

- 3.1.1. No Bidder shall submit more than one Bid. A Bidder bidding 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.
- 3.1.2. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 3.1.3. The Bid should be furnished in the formats as specified in the appendices. Bid amount shall be indicated clearly in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. The Bidders should ensure that all the information required to be provided by them under the Bidding Documents is included in their Bid whether or not a particular format specified herein makes provision for submission of such information and/or whether or not a format for submission of such information is incorporated in the Bidding Documents.
- 3.1.4. The Bidder shall submit an Earnest Money Deposit of Rs. 4,40,000/- (Rupees Four Lakh Forty Thousand only) in accordance with the provisions of this RFP. The Bidder has the option to provide the Earnest Money Deposit in the form of Demand Draft. The Bid should also be accompanied by a non-refundable demand draft for Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred only) towards processing fee.
- 3.1.5. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit. The Earnest Money Deposit shall be refundable no later than 60 (sixty) days from the Bid Due Date except in the case of the Selected Bidder whose Earnest Money Deposit shall be retained till it has provided a Performance Security under the Contract Agreement.
- 3.1.6. The Bidder should submit a Power of Attorney as per the format at appendix-IV, authorizing the signatory of the Bid to commit the Bidder.
- 3.1.7. In case the Bidder is a Consortium, the members thereof should furnish a Power of Attorney in favor of any member, which member shall thereafter be identified as the Lead Member, in the format at Appendix-VI. In case the Bidder is a Consortium, Joint Bidding Agreement in the format at Appendix-VII shall be submitted by the Bidder.



- 3.1.8. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 3.1.9. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 3.1.10. The Bidding Documents including this RFP document and all attached documents, provided by the Authority are and shall remain or become the properties of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. 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 provisions of this Clause 3.1.9 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 3.1.11. Any award of Concession pursuant to this Tender shall be subject to the terms of Bidding Documents.
- 3.1.12. Where the Bidder is a Consortium entity, it shall be 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. The Consortium entity shall, in addition to forming an SPV, comply with the following additional requirements:
 - a. number of members in a Consortium shall not be more than 2 (two) and none of the members in a Consortium should be under any sort of ineligibility under the Bid Documents;
 - b. 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"). The nomination shall be supported by a Power of Attorney, as per the format at Appendix-V, signed by the 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 a member of a Consortium bidding for the RFP. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium bidding for the RFP;
 - f. members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-VI (the "Joint Bidding Agreement"), for the purpose of submitting a Bid. The Joint Bidding Agreement, to be submitted shall, inter alia:
 - i. convey the intent to form an SPV, solely for the purpose of domiciling the Project and no other purpose, with shareholding/ownership equity commitments 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 of each member;
 - iv. 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 member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold entire such subscribed and paid up equity share capital in the SPV;
 - v. subject to approval from the Senior Lenders and the Authority, after the expiry of 3 (three) years from the date of commercial operations of the Project, the Members of the Consortium can exit the SPV;
 - 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; and
- g. Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.
- 3.1.13. Any entity which has been barred by the Central/State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of the Bid, would not be eligible to submit the Bid either individually or a member of a Consortium.
- 3.1.14. 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 any public entity for breach by such Bidder, Consortium Member or Associate.
- Authority would place sole reliance on the certification provided by the Bidder in this regard in its letter comprising the Technical Bid.
- 3.1.15. In computing the Net Worth and Technical Capacity of the Bidder / Consortium Members under Clauses 2.2, 3.3 and 3.4, the Technical Capacity and Net Worth of their respective Associates would also be eligible as detailed hereunder:

For the 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 of direct the management and policies of such person by operation of law.

A certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be.

- 3.1.16. If any services, functions or responsibilities not specifically described in this Tender are inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this Tender, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this Tender and shall be provided by the Bidder.

3.2. ELIGIBILITY CRITERIA

3.2.1. Eligibility Criteria:

S No.	Eligibility Criteria	Documents to be submitted
	FINANCIAL CRITERIA	
1.1	The firm to be a company registered under the act of 1956/2013 or a Partnership Firm or Limited Liability Partnership Firm or a Proprietary-ship Firm and in existence for at least for 3 (three) years at the end of preceding financial year, i.e., 20121-22.	Copy of Certificate of Incorporation / Registration.
1.2	The firm, and in case of a Consortium all the Members to have declared net profit at the end of preceding financial year, i.e., 2021-22.	Copy of the balance sheet / auditor certificate.
1.3	The Bidder to have a minimum average annual turnover of Rs. 4.40 Crores (Four Crore Forty Lakhs only) in the last 3 (three) consecutive financial years preceding the Bid Due Date and in case of a Consortium, the cumulative average turnover of all the Members of Consortium would be reckoned.	Audited balance sheets / Auditor's Certificate.
1.4	The Bidder, and in case of Consortium, all the Members cumulative solvency to have a minimum of Rs. 2.20 Crores (Rupees Two Crore Twenty Four Lakh only) as on Bid Due Date.	Auditor Certificate / Bank Certificate.
	TECHNICAL CRITERIA	
2.1	1. The firm should have carried out design and construction of Truck Parking Facility of the project size of at least 120 trucks in the last 5 (five) years. Or	Copies of firm orders / contract along with Certificates, if any, issued by Government Organizations / Municipal Corporations or their equivalent / private entities to demonstrate



<p>Design and construction of multi-level vehicle parking / transport terminals /logistics parks/any other urban infrastructure project such as foot-over bridges, convention centers of the project value of at least Rs. 4.40 Crore.</p> <p>2. The firm must have carried out O & M of the size of at least 120 truck parking facility or the logistics park for at least 2 (two) years in the last 5 years.</p> <p>In case of Consortium, the above criteria 1 & 2 can be complied by any one Member of the Consortium for project development experience and the Lead Member for O & M experience.</p> <p>To claim design and construction experience /operations experience, the entity claiming the experience should have been appointed/ hired directly by the relevant government /private entity for execution/operations. Any subcontracting work shall not be considered.</p>	<p>its experience of developing / commissioning and operating the project in the last 5 (five) years.</p> <p>If the project value is not mentioned in the contract, a CA/Auditor Certificate needs to be enclosed.</p>
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*Necessary documents have to be submitted to the satisfaction of the Authority.

3.3. Cost of Bidding

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 Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

3.4. Site visit and verification of information

3.4.1. Bidders are encouraged to submit their respective Bids after visiting the Project Site and ascertaining for themselves the conditions at the Project Site, surroundings, availability of power, water & other utilities for construction, access to sites, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them. No financial claims for such visits and for collection of information shall be reimbursable. The Bidders can contact at email id: tsiicomp@gmail.com for any help in logistics.

3.4.2. It shall be deemed that by submitting a Bid, the Bidder has:

- a. made a complete and careful examination of the Bidding documents;
- b. received all relevant information requested from the 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 authority relating to any of the matters referred to in clause 3.4.1 above;



- d. satisfied itself about all matters, things and information including matters referred to in clause 3.4.1 hereinabove necessary and required for submitting an informed Bid, execution of the project in accordance with the Biding 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 Biding documents or ignorance of any of the matters referred to in clause 3.4.1 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 authority, or a ground for termination of the Contract Agreement by the Agency;
 - 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.
- 3.4.3. The 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 Tender, the Biding Documents or the Biding Process, including any error or mistake therein or in any information or data given by the Authority.
- 3.5. Verification and Disqualification**
- 3.5.1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender or the Biding Documents and the Bidder shall, when so required by the 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 Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- 3.5.2. The Authority reserves the right to reject any Bid and appropriate the Earnest Money Deposit 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 Authority, the supplemental information sought by the Authority for evaluation of the Bid.
- 3.5.3. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Selected Bidder gets disqualified / rejected, then the Authority reserves the right to:
- i. Invite the second, third and so on ranked Bidders to submit their Bids in accordance with Clause 4.6.1; or
 - ii. Take any such measure(s) as may be deemed fit in the sole discretion of the Authority, including annulment of the Biding Process.



- 3.5.4. In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, 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 Agency either by issue of the LOA or entering into of the Contract Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Agency, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Agency. In such an event, the Authority shall be entitled to forfeit and appropriate the Earnest Money Deposit or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract Agreement, or otherwise.

Incomplete Bids or Bids not fulfilling any of the conditions specified in the Bid document are liable to be rejected without assigning any reason.

B. DOCUMENTS

3.6. Contents of the RFP

- 3.6.1. This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 3.8.

Invitation for Proposals

- Section 1. Introduction
- Section 2. Terms of Reference
- Section 3. Instructions to Bidders
- Section 4. Evaluation of Bids
- Section 5. Fraud and Corrupt Practices
- Section 7. Miscellaneous

Appendices

- I. Letter comprising Bid along with Details of Bidder in appendix I-Annex I.
- II. Details of Eligible Projects
- III. Financial Bid
- IV. Format for Bank Guarantee for EMD.
- V. Power of Attorney for signing of Bid.
- VI. Power of Attorney for Lead Member of Consortium
- VII. Format for Joint Bidding Agreement for Consortium
- VIII. Anti-Collusion Certificate.
- IX. Format for Project Development Plan (to be provided by the Selected Bidder).

- 3.6.2. The draft Contract Agreement along with the Schedules provided by the Authority as part of the Bidding Documents shall be deemed to be part of this Tender.

3.7. Clarifications



- 3.7.1. Bidders requiring any clarification on the Tender may notify the Authority in writing and by e-mail at tsiicemp@gmail.com. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Bid Due Date. The responses will be placed in the TSIIC website. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 3.7.2. The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the 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 Authority to respond to any question or to provide any clarification.
- 3.7.3. Requests for additional information, or any delay in complying with such requests, shall not, however, in any way affect the obligation of the Bidder to send the complete Bids by the deadline indicated above.
- 3.7.4. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.
- 3.8. Amendment of Tender**
- 3.8.1. At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Tender by the issuance of Addenda.
- 3.8.2. Any Addendum issued hereunder will be in writing and shall be placed in the Authority's website.
- 3.8.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

3.9. Format and Signing of Bid

- 3.9.1. Bidder shall in its Bid provide all the information sought under the Bidding Documents. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.
- 3.9.2. The Bidder shall prepare and submit its Bid in original.
- 3.9.3. All the pages of Bid including brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. The Bid and its copy shall be typed or written in indelible ink and signed by the authorised 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 initialled. All the alterations, omissions, additions or any



other amendments made to the Bid shall be initialled by the person(s) signing the Bid. Bids with erasing / overwriting / cutting which are without authentication will be liable for rejection.

3.10. Sealing and Marking of Bids

3.10.1. The Bid shall consist of three envelopes:

Envelope 1: Documents pertaining to Eligibility; and

Envelope 2: Financial Bid.

3.10.2. The documents to be submitted in each of the envelopes shall include:

Envelope 1: Eligibility; (envelope should clearly be marked as “Envelope 1: Eligibility”) and shall contain the following:

- a. Bid in the prescribed format specified at Appendix-I, Appendix I-Annex I and Appendix-II along with the required supporting documents to demonstrate the Bidder’s eligibility as set out in Clause 3.2.1 (Eligibility);
- b. Earnest Money Deposit in the form of online transfer through Credit Card/Debit Card or net banking or by way of a Bank Guarantee in the format of Appendix IV along with demand draft towards processing fee;
- c. Power of Attorney for signing of Bid in the format at Appendix-V;
- d. Power of Attorney for Lead Member of Consortium, as applicable, in the format at Appendix-VI;
- e. Joint Bidding Agreement for Consortium, as applicable, in the format at Appendix-VII;
- f. Anti-collusion certificate in the format at Appendix VIII;
- g. A copy of the Draft Contract Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (c) hereinabove.

Envelope 2: Financial Bid (the envelope should clearly be marked as “Envelope 2: Financial Bid”)

The Financial Bid shall be submitted in the format specified at Appendix – III.

3.10.3. The two envelopes specified in Clauses 3.10.1 and 3.10.2 shall be placed in an outer envelope, which shall be sealed. Each of the three envelopes shall clearly bear the following identification:

“Bid for development of Truck Parking Facilities along with amenities at Auto Nagar, Hayath Nagar, Hyderabad on Design, Build, Operate and Transfer basis” and shall clearly indicate the number of the envelope, name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of each of the envelopes. Each envelope shall be individually sealed.



3.10.4. Each of the envelopes shall be addressed to:

ADDRESS: The Chief Engineer
Telangana State Industrial Infrastructure Corporation Ltd.
5th floor, Parisrama Bhavan,
Fateh Maidan Road, Basheerbagh,
Hyderabad 500 004.

3.10.5. If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

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

3.11. Bid Due Date

3.11.1. Bids should be submitted before 15:00 hours IST on the Bid Due Date at the address provided in Clause 3.10.4 in the manner and form as detailed in this RFP.

3.11.2. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 3.8 uniformly for all Bidders.

3.12. Late Bids

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

3.13. Modifications/Substitution/Withdrawal of Bids

3.13.1. The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

3.13.2. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 3.13, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

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

3.14. Rejection of Bids

3.14.1. Notwithstanding anything contained in this Tender, the 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 that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.14.2. The 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.



3.15. Validity of Bids

The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

3.16. Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The 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 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 Authority or as may be required by law or in connection with any legal process.

3.17. Correspondence with the Bidder

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

D. EARNEST MONEY DEPOSIT

3.18. Earnest Money Deposit

3.18.1. The Bidder shall furnish as part of its Bid, an Earnest Money Deposit referred to in Clauses 3.1.4 and 3.1.5 hereinabove in the form of online transfer or in the form of a Bank Guarantee acceptable to the Authority. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

3.18.2. The Authority shall not be liable to pay any interest on the Earnest Money Deposit so made and the same shall be interest free.

3.18.3. Any Bid not accompanied by the Earnest Money Deposit and the Demand Draft towards the processing fee shall be summarily rejected by the Authority as non-responsive.

3.18.4. Save and except as provided in Clause 1.2.4 above, the Earnest Money Deposit of unsuccessful Bidders will be returned by the 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 Authority, and in any case within 60 (sixty) days from the Bid Due Date. Where Earnest Money Deposit has been paid by demand draft, 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 the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority 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.

3.18.5. The Selected Bidder's Earnest Money Deposit will be returned, without any interest, upon the Agency signing the Contract Agreement and furnishing the Performance Security in



accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Earnest Money Deposit in the amount of Performance Security to be provided by him in accordance with the provisions of the Contract Agreement.

- 3.18.6. The Authority shall be entitled to forfeit and appropriate the Earnest Money Deposit as Damages inter alia in any of the events specified in Clause 3.18.7 herein below. The Bidder, by submitting its Bid pursuant to this Tender, shall be deemed to have acknowledged and confirmed that the 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 Tender. No relaxation of any kind on Earnest Money Deposit shall be given to any Bidder.
- 3.18.7. The Earnest Money Deposit shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Contract Agreement, or otherwise, if
- a. a Bidder submits a non-responsive Bid;
 - b. a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this Tender;
 - c. a Bidder withdraws its Bid during the period of Bid validity as specified in this Tender and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - d. the Selected Bidder fails within the specified time limit –
 - i. to sign and return the duplicate copy of LOA; or
 - ii. to pay the Performance Security within the period prescribed before signing of the Contract Agreement; or
 - iii. to sign the Contract Agreement.
 - e. The Selected Bidder commits any breach thereof prior to furnishing the Performance Security.

4. EVALUATION OF BIDS

4.1. Opening and Evaluation of Bids

- 4.1.1. The Authority shall open the Envelope 1 of the Bids at 15:30 hours IST on the Bid Due Date, at the place specified in Clause 3.10.4 and in the presence of the Bidders who choose to attend.
- a. Bids received by the due date and time and in sealed cover will only be considered for opening and evaluation. Bids other than stated will be summarily rejected.
 - b. Authorized representatives of the participating firms are requested to be present during Bid opening.
 - c. The details of the authorized representatives (who choose to attend) present will be recorded.



- d. Name of the firms that submitted the Bids will be read aloud in the presence of firm's representatives and will be recorded.
- e. Each Bid will be given a number in the ascending order and will be recorded against total number of Bids. For instance, if the total number of Bids received is five, the first Bid will be recorded as 1/5, the second as 2/5 and so on.

In case the Bid submission date is deferred due to declared holiday on the Bid submission date, the opening of Bids also will be deferred in line with the extended Bid submission date.

If any of the Bidders or all Bidders who submitted the Bid are not present during the specified date and time of opening it will be deemed that such Bidder(s) is / are not interested to participate in the opening of the Bid/s and the Authority at its discretion will proceed further with opening of technical Bid in their absence.

- 4.1.2. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 4.
- 4.1.3. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid. The Bidder has to respond to the Authority and submit the relevant proof /supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Authority.

4.2. Tests of responsiveness

- 4.2.1. Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this Tender. A Bid shall be considered responsive if:
 - a. It is received as per the formats at appendix-I to appendix-III;
 - b. It is received by the Bid Due Date including any extension thereof pursuant to Clause 3.11.2;
 - c. It is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 3.10 and 3.11;
 - d. It is accompanied by the Earnest Money Deposit and the demand draft towards processing fee as specified in Clause 3.1.4;
 - e. It is accompanied by the Power of Attorney as specified in Clause 3.1.6;
 - f. It is accompanied by the Power of Attorney for Lead Member of the Consortium and the Joint Bidding Agreement, as the case may be, and as specified in Clause 3.1.7;
 - g. It contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
 - h. It does not contain any condition or qualification; and



i. It is not non-responsive in terms hereof.

4.2.2. The 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 Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

4.3. EVALUATION OF ENVELOPE 1: ELIGIBILITY

4.3.1. For the purpose of meeting eligibility criteria under envelope 1, the Bidder shall have to demonstrate that it fulfils the financial criteria and the technical criteria stipulated under Clause 3.2.1 of the Tender.

4.3.2. The Bidder, not meeting either or both of the financial and technical criteria described under Clause 3.2.1 of the Tender, shall be disqualified from the Biding Process, and its Earnest Money Deposit shall be returned as per Clause 3.18.4.

4.3.3. Only those Bidders whose Bids were declared responsive as per Clause 4.2, and who meet both financial and the technical criteria requirements as per the Clause 4.2.1 shall have their Financial Bids opened and evaluated as per Clause 4.4.

4.4. EVALUATION OF ENVELOPE 2: FINANCIAL BID

4.4.1. The Authority shall open the Financial Bids contained in Envelope 2 of those Bidders who have been shortlisted for further evaluation.

4.4.2. Financial Bids shall be opened publicly in presence of the Bidders' representatives on the date of financial Bid opening. The License Fee in the Financial Bid as per Appendix –III (Financial Bid) will be considered as the financial Bid.

4.4.3. The Authority will determine whether the Financial Bids are complete, unqualified and unconditional. The License Fee indicated in the Financial Bid shall be deemed as final. The Bidder with highest quoted License Fee shall be the Highest Bidder and shall be the Selected Bidder, subject to the provisions of this RFP.

4.5. SELECTION OF BIDDER

Subject to the provisions of Clause 3.14.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 4.3 and 4.4 and who's quoted License Fee is the highest, shall be declared as the selected Bidder (the "Selected Bidder"). The second, third and so on ranked Bidders shall be kept in reserve and may be invited for negotiations in that order in case the first ranked Bidder withdraws or fails to comply with the requirements specified in the Tender, as the case may be.

4.5.1. In the event that the quoted License Fee of two or more Bidders is the same (the "Tie Bids"), the Authority shall declare the Bidder who has highest average annual turnover in the last three years, i.e., 2019-20, 2020-21 & 2021-22 among the tied Bidders in Financial Bid evaluation as the Selected Bidder.

4.5.2. After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority 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 Authority may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be invited for negotiations.

In addition to acknowledging the LOA, the Selected Bidder shall have to pay an amount of Rs.5 lakh (Rupees five lakh only) plus applicable taxes to TSIIC in the form of a crossed demand draft favouring TSIIC towards non-refundable project development fee (**the "Project Development Fee"**) before signing the Contract Agreement.

- 4.5.4. After acknowledgement of the LOA and payment of non-refundable "Project Development Fee" in the form of a demand draft as aforesaid by the Selected Bidder, it shall cause the Agency to execute the Contract Agreement within the period prescribed in Clause 1.3. The Agreement shall be executed in English language. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract Agreement.
- 4.5.5. On signing of the Contract Agreement, the Agency shall intimate the name of the principal officer who will be acting for and on behalf of the Agency in all its relations and communications with the Authority. If there is any change in the principal officer, Agency shall intimate such change to the Authority immediately.

4.6. PERFORMANCE SECURITY

The Selected Bidder shall have to deposit Performance Security for the Construction Period (the "Performance Security") within 21 days of receipt of LOA, for a sum of Rs.13,20,000/- (Rupees Thirteen Lakh Twenty Thousand only) for a period of 12 months by way of a Bank Guarantee. In this regard, the Earnest Money Deposit (EMD) in case it is deposited by way of online transfer shall be adjusted towards the Performance Security and in such a case, the Selected Bidder shall have to deposit the balance amount of Performance Security with the Authority by way of a Bank Guarantee in the form acceptable to the Authority. In case the Project development does not complete within 6 (six) months of signing of the Agreement with the Authority, the Performance Security for the same amount shall have to be extended for a period matching with the extended period of Project Construction Period.

The said Construction Period Performance Security shall be returned to the Project Developer (the Agency) at the end of the period as mentioned above, only after the Agency furnishing a fresh Performance Security for O & M Period (11 ½ years) equivalent to accepted first year Annual License Fee with the Authority by way of an online transfer through net-banking / debit card / credit card for due and faithful O & M Period performance by the Agency (Selected Bidder); such Performance Security shall be increased by 5% at the end of every year (before 31st December of the year) during the concession period. The said Performance Security shall be retained by the Authority for the duration of the Contract and be returned to the Agency as per the provisions of the Contract without any interest.

4.7. Contacts during Bid Evaluation



Bids shall be deemed to be under consideration immediately after they are opened and until such time the 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 Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

5. Fraud and corrupt practices

- 5.1. 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 Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Agency, as the case may be, if it determines that the Bidder or Agency, 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 Authority shall be entitled to forfeit and appropriate the Earnest Money Deposit or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract Agreement, or otherwise.
- 5.2. Without prejudice to the rights of the Authority under Clause 5.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Contract Agreement, or otherwise if a Bidder or Agency, as the case may be, is found by the 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 the LOA or the execution of the Contract Agreement, such Bidder or Agency shall not be eligible to participate in any Bid or Tender issued by the Authority during a period of 2 (two) years from the date such Bidder or Agency, as the case may be, is found by the 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 practices, as the case may be.
- 5.3. For the purposes of this Clause 5, 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 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 Contract 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 Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of



the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the 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 Biding 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 Biding Process;
- d. “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Biding 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 Biding Process.

6. PRE-BID QUERIES

- 6.1. The Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The 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.
- 6.2. The Authority consolidate all the written queries and the replies to the queries shall be uploaded at TSIIC website. The clarifications of the Authority to the Bidders’ queries and the amendment / corrigendum furnished hereof shall become part and parcel of the Tender and the same shall be binding on the Bidders.
- 6.3. Non-receipt of reply to the queries raised by the Bidders shall not be acceptable as a valid reason for non-submission of the Bid. Please note that non-reply to any query or queries shall not mean that the version of the Bidder as reflected in the query or queries has been accepted by the Authority.

7. MISCELLANEOUS

- 7.1. The Biding Process shall be governed by, and construed in accordance with, the laws of India and including but not limited to laws of Government of Telangana and the TSIIC Rules and Regulations in force and as amended from time to time; and the Courts in Hyderabad shall have exclusive jurisdiction in all disputes arising under, pursuant to and/ or in connection with the Biding Process.
- 7.2. The 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 Biding Process and/ or amend and/ or supplement the Biding 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. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder;
 - d. 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; and or
 - e. amend, modify or re-issue the Biding Documents or any part thereof.
- 7.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the 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, pursuant hereto and/ or in connection with the Biding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 7.4. The design, construction and the operation of the Truck Parking Facility shall be carried out in compliance with applicable social and environmental laws.

Annexure 1
Project Details
Google Location Map of the Site: Auto Nagar

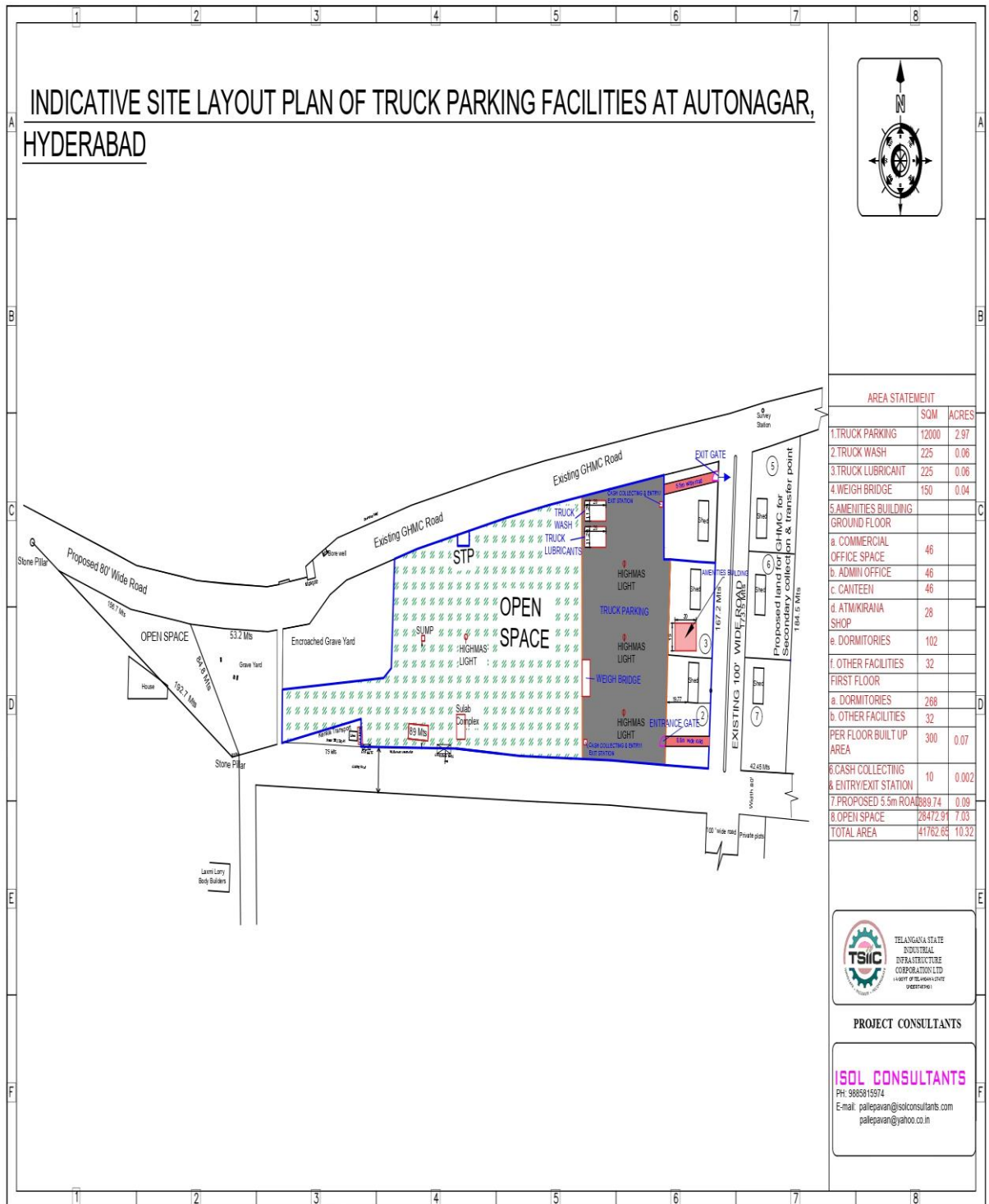
LOCATION OF THE SITE



MAP SHOWING THE AVAILABLE OPEN AREA.



Annexure 1
Project Details
INDICATIVE LAYOUT PLAN



INDICATIVE LAYOUT PLAN OF PROPOSED TRUCK PARKING FACILITY

**Annexure 1
Project Details
Truck parking at Auto nagar, Hyderabad - Estimated Project Cost (Indicative)**



Assumptions	Area in Sft	Area in Sqm	Remarks
1. Truck Parking	129120 sft	12000 sqm	120 trucks
2. Amenities Building	6456 sft	600 sqm	G+1 buiding
a. Commercial Office Space for 3PL Operators	500 sft	46 sqm	GF
b. Administrative Office	500 sft	46 sqm	GF
c. Canteen	500 sft	46 sqm	GF
d. ATM/Kirana Shop	300 sft	28 sqm	GF
e. Other facilities	689 sft	64 sqm	For Toilets
f. Dormitory	3967 sft	370 sqm	FF
3. Truck Washing Station	2400 sft	225 sqm	1 No
4. Tire Replacement cum Lubricants and Oil Changes	2400 sft	225 sqm	1 No
5. Cash Collecting and Entry Stations	100 sft	10 sqm	2 Nos
6. Roads	4194 sft	390 sqm	C.C roads-5.5 M width
Total used area	146270 sft	13600 sqm	
8. Open Spaces	303059 sft	28165 sqm	
Total Development Area	449392 sft	41765 sqm	10.32 Acre

S No	Description of Item	UoM	Rate per Unit	Plinth Area of Construction	Estimated Amount
1	RCC Framed Structure				
II	Amenities Building				
	Floor Ht 3.60 mtr.	Per Sq.m	27090	600.00	1,62,54,000
	Total (A)				1,62,54,000
3	Automatic Fire Alarm System	Per Sq.m	600	600.00	3,60,000
4	Services				
	Internal water supply & sanitary installations	4%	ON BUILDING COST (A)	****	6,50,160
	External Electrical Service Connections	3.75%		****	6,09,525
	Civil External Service Connections	1.25%		****	2,03,175
	Local Body Approvals including tree cutting	1.25%		****	2,03,175
	Interna; Electrical Installations	12.50%		****	20,31,750
	Power Wiring & Plugs	4.00%		****	6,50,160
	Lightening Conductors	0.25%		****	40,635
	Telephone Conduits	0.25%		****	40,635
	Third Party Quality Assurance	1%		****	1,62,540
5	Water Tank and Underground Sump	LS			
6	Septic tank	LS			3,00,000
7	Development of Site				
7.1	Levelling of Site	Per Sq.m	L.S	41765.04	10,00,000
7.2	Internal Roads & Paths (70m length@5,5m width)	Per Sq.m		390 sqm	
a	Cleaning and grubbing jungle	Per Sq.m	4.00	390 sqm	1,559
b	Earthwork excavation for road (70*7*1)	Per cum	133.00	226 sqm	29,992



C	Construction of Granular sub-base (70*7*0.2) 200mm thick	Per cum	2600.00	77 sqm	2,00,200
D	Laying lean Cement concrete (1:4:8) Prop using 40mm size HBG (13*7*0.1) 100 mm thick	Per cum	5000.00	39 sqm	1,92,500
E	Supply and placing separation membrane of impermeable vergin plastic sheeting 125 Microns thick	Per Sq.m	20.00	390 sqm	7,795
f	Construction of un-reinforced Plain Cement Concrete M30 grade over a prepared sub base (70*7*0.2)200mm thick	Per cum	7000.00	39 sqm	2,69,500
7.3	Cash Collecting and Entry Stations	LS	500000.00	2	10,00,000
7.4	Sewer lines, Water Supply, Stormwater Drains & Boundary Walls	LS			10,00,000
7.5	Truck Parking Area	Per Sq.m		12000	
a	Laying lean Cement concrete (1:4:8) Prop using 40mm size HBG 100 mm thick	Per cum	5000	1200	60,00,000
b	Construction of un-reinforced Plain Cement Concrete M30 grade over a prepared sub base (225*0.125)125mm thick	Per cum	7000	1500	1,05,00,000
7.6	Truck Washing Station				
a	Laying lean Cement concrete (1:4:8) Prop using 40mm size HBG (225*0.1) 100 mm thick	Per cum	5000.00	23.00	1,15,000
b	Construction of un-reinforced Plain Cement Concrete M30 grade over a prepared sub base (225*0.125)125mm thick	Per cum	7000.00	29.00	2,03,000
7.7	Tire replacement cum Lubricants and Oil changes				
a	Laying lean Cement concrete (1:4:8) Prop using 40mm size HBG (405*0.1)100 mm thick	Per cum	5000.00	23.00	1,15,000
b	Construction of un-reinforced Plain Cement Concrete M30 grade over a prepared sub base (225*0.125)125mm thick	Per cum	7000.00	29.00	2,03,000
7.8	Entrance and Exit gates	LS	2nos		20,000
8	Greenery/Avenue Plantation LS	LS			1,00,000
	Total (B)				2,77,09,300
Total Estimated Amount in Rupees				(A) + (B)	4,39,63,300
				Say	Rs. 4.40 Crores
<p>*The above rates are indicative costs only and the assessment of actual costs, however, will have to be made by the Bidders. The actual cost of construction may vary as per Site conditions and based on the facilities / amenities / utilities the Bidder is going to provide based market study and their cost benefit analysis.</p>					



Viability Calculations

	Rs. in Lakhs	
Revenue		
Truck Parking	47.63	
Dormitory	11.90	Rs.300/sft/Yr
Dhaba	3.75	Rs.500/sft/Yr
ATM/Shops	0.90	Rs.300/sft/Yr
Office Space	1.50	Rs.300/sft/Yr
Others	14.40	Rs.300/sft/Yr
Advertisement Revenue	5.00	
Total	85.08	
Increase in Revenue	10%	Every Two Years
Expenses		
Project cost	440	
License Fee (assumed)	2	
O & M Costs	24	
Cost Escalation	5%	
Discount Rate	12%	
License Period	12 Years	

	Rs. in Lakhs											
Year No.	1	2	3	4	5	6	7	8	9	10	11	12
Project cost	440											
O & M Costs	12	25.20	26.46	27.78	29.17	30.63	32.16	33.77	35.46	37.23	39.09	41.05
License Fee	1	2.10	2.21	2.32	2.43	2.55	2.68	2.81	2.95	3.10	3.26	3.42
Revenue	42.54	85.08	93.59	93.59	102.95	102.95	113.25	113.25	124.57	124.57	137.03	137.03
Net Amount	-410.46	57.78	64.93	63.49	71.35	69.77	78.40	76.66	86.16	84.24	94.68	92.56
IRR	13%											
NPV	₹17.57											



(On Bidder's Letter Head)

Date:

To

The Chief Engineer,

Telangana Industrial Infrastructure Corporation Limited (TSIIC),

5th Floor, Parisrama Bhavan,

Fateh Maidan Road, Basheerbagh,

Hyderabad - 500 004

Sub: Financial Bid for "Construction, Operation and Maintenance of Truck Parking Facility with Amenities at Auto Nagar, Hayathnagar, Hyderabad for 12 (Twelve) Years on Design, Build, Finance, Operation & Transfer (DBFOT) Basis - Regarding

With reference to your Tender Document dated -----, we, having examined all relevant documents and understood their contents, hereby submit our Bid for selection as Agency for the subject project. The Bid is unconditional and unqualified.

2. We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Agency, and we certify that all information provided in the Bid and in the appendices, are true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. The Bid is being submitted for the express purpose of qualifying as a Selected Bidder for the aforesaid Project.
4. We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Bid.
5. We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we 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, 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. We certify that we are not barred by the Government of Telangana or any other State Government in India or the Government of India, or any public agencies from participating in similar projects as on [-----] (Bid Due Date).
8. We declare that:
 - a. We have examined and have no reservations to the TENDER Documents, including any Addendum issued by the Authority;
 - b. We do not have any conflict of interest as mentioned in the Bidding Documents;



- c. 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 in respect of any Bid or request for Bid issued by or any agreement entered into with the Authority or any other public-sector enterprise or any government, Central or State; and
- d. We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 5 of the Tender, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. 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 select the Agency, without incurring any liability to the Bidders.
9. We believe that I/we/our Consortium satisfy and meet all the requirements as specified in the Tender and are/is qualified to submit a Bid.
10. I/We declare that I/we/any Member, am/are not a member of a/any other Consortium applying for the Project.
11. I/We certify that I/we or any of our Members have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project for 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, I/we have not been charge-sheeted by any Government agency or convicted by a Court of Law.
13. I/We further certify that no investigation by a regulatory authority is pending either against me/us/any Member or against our chief executive officer or any of my/our directors/managers/employees.
14. I/We understand that the Selected Bidder shall be required to incorporate and capitalize a Project Company (the SPV) in accordance with the Bidding Documents prior to execution of the Concession Agreement [in case the Bidder is a Consortium].
15. 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 Authority and/ or the Government of India in connection with the selection of the Concessionaire or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
16. I/We agree and undertake to abide by all the terms and conditions of the RFP.
17. I/We agree and undertake to be jointly and severally liable for all our obligations as per the provisions set out under the Concession Agreement.



In witness thereof, we submit this Bid under and in accordance with the terms of the Tender.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)



**APPENDIX I – 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 (provide a true copy of the incorporation certificate):

(e) PAN Card No.

(f) GST Registration No.

2. Brief description of the Bidder 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 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 Joint Bidding Agreement, as envisaged in Clause 2.1.14 (f) should be attached to the Application.

(c) Information regarding the role of each Member should be provided as per table below:

S No.	Name of the Member	Role	Percentage of equity in the Consortium



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 to be given below (Attach extra sheets, if necessary).



**APPENDIX II
DETAILS OF ELIGIBLE PROJECTS**

Name of the Bidder/Consortium Member (as the case may be) claiming the project development/O & M experience:

Project development/Design & construction Experience (Table 1):

S No.	Project Category (Truck Parking, Logistics Parks, etc.)	Project Details
1		1. Project Title: 2. Location: 3. Type of Contract (EPC, BOT, etc) & duration: 4. Year of award: 5. Date of commencement of the project; 6. Project completion / commissioning/ commercial operations date: 7. Project description: 8. Project Cost/Contract value: 9. Complete role of the Bidder: 10. Client (government /private authority) contact person Name, designation and contact details for whom the project was developed/executed: 11. Any other relevant information:

Project O & M Experience (Table 2):

S No.	Project Category (Truck Parking, Logistics Parks, etc)	Project Details
1		1. Project Title: 2. Location: 3. Type of Contract (O& M Contract, Management Contract, etc.) & duration: 4. Year of award: 5. Date of commencement of the project; 6. Project completion date: 7. Project description: 8. Project Contract value: 9. Complete role of the Bidder: 10. Client (government /private authority) contact person Name, designation and contact details for whom the project was developed/executed: 11. Any other relevant information:

*To be provided where, as part of scope of work, only O & M of the project is covered; and where project development covering both construction and the operation had been undertaken under the scope of work, Table 1 to be used.



- a. The above table(s) should contain the summary details that need to be provided for the projects that the Bidder wishes to showcase as relevant experience in support of both project development/design & construction and O & M experience over the last 5 years.
- b. If the Bidder is a Consortium, such details should be provided separately for each Member of the Consortium.
- c. Bidders can showcase a maximum of 5 (five) projects for each of the above categories, considered most relevant by the Bidders.
- d. For each project showcased, the following details (along with the supporting documents) should be enclosed to demonstrate the Bidder's fulfillment of eligibility criteria as stipulated in Clause 3.2.1 of the Tender:
 - ❖ a work order/contract agreement/certificate from the client for each of the projects showcased. Such documents should at least state the following:
 - scope of work and contract type;
 - capacity in terms of No. of Parking slots developed;
 - date of award and commercial operations date / project commissioning date;
 - contract duration; and
 - a certificate, if any, on the current status of the project.



APPENDIX III
FINANCIAL BID
[On the Letter head of the Biding Firm]

Date:

The Chief Engineer,

Telangana Industrial Infrastructure Corporation Limited (TSIIC),
5th Floor, Parisrama Bhavan,
Fateh Maidan Road, Basheerbagh,
Hyderabad - 500 004.

Sub: Financial Bid for “Development of Truck Parking Facility along with amenities on Design, Build, Operate and Transfer basis at Auto Nagar, Hayath Nagar, Hyderabad”.

Sir:

As a part of the Bid for implementing the subject Project, we hereby submit the following License Fee as our quote to TSIIC.

For implementing the subject Project, our financial quote is Rs. _____ (Rupees in words) as our annual License Fee and will be paid by us as per the provisions of the Contract Agreement. The quote excludes applicable GST and GST shall be paid to the Authority over and above the above financial quote.

If the Authority selects us as the Agency for this Project, we will abide by the above quote, terms and conditions of the Tender. We also understand that, in case any difference between the quoted amount in words and figures, the quote in words will be taken as final.

We agree that this offer shall remain valid for a period of one hundred and twenty (120) days from the Bid Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature of Authorized Signatory)

(Name, Title, Address, Date)

Note: 1. The financial Bid to be submitted strictly as per the above format. Non-compliance to the above format shall disqualify the firm’s Bid.



APPENDIX-IV
Bank Guarantee for Bid Security
(Refer Clauses 3.1.5 and 3.18.1)

B.G. No. Dated:

1. In consideration of you,, having its office at, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, executors, administrators, successors and assigns) having agreed to receive the Bid of (a company registered under the Companies Act, 1956/2013) and having its registered office at (here in after referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their successors and assigns), for the Project on [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 2.1.5 read with Clause 2.1.6 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 the Authority 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 the Authority 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 the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority 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 120 (one hundred and twenty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.



5. We, the Bank, further agree that the Authority 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 the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
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, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority 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 Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority 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 the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority 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 the Authority 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 the Authority 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 unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.



12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised 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 _____ lakh only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [..... (indicate date falling 120 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)



APPENDIX-V

Power of Attorney for signing of Bid[§]
(Refer Clause 3.1.6)

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 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 _____ Project proposed or being developed by TSIIC (the "Authority") including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with the Authority.

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

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20____

For _____
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

Notarised
(Signature, name, designation 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

[§]To be submitted in original.



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 apostle certificate.



APPENDIX-VI[§]
Power of Attorney for Lead Member of Consortium
(Refer Clause 3.1.7)

Whereas the (the “Authority”) has invited bids from eligible parties for the Project (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 Proposals 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., and M/s., having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s, having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and 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 submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

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

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

[§] To be submitted in original.



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.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized 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 legalized by the Indian Embassy if it carries a conforming Apostille certificate.



APPENDIX VII

Format for Joint Bidding Agreement for Consortium

(Refer Clause 3.1.7 & 3.1.12(f))

(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, 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, having its registered office at } and (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

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

WHEREAS,

(A) THE TELANGANA STATE INDUSTRIAL INFRASTRUCTURE CORPORATION, represented by its Chief Engineer and having its principal offices at 6th Floor, Parishrama Bhavanam, Fateh Maidan Road, Basheerbagh, Hyderabad – 500 004 (hereinafter referred to as the "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") for Construction, Operation & Maintenance of Truck Parking Facility with Amenities at Auto Nagar, Hayathnagar, Hyderabad on Design, Build, Finance, Operate & Transfer (DBFOT) basis (the "Project") through public private partnership.

(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 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 & the O & M Member 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 Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;

(b) Party of the Second Part shall be {the Technical/Financial 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, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

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:

- 6.2. The Parties undertake that 100% (hundred per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the third anniversary of the date of commercial operation of the Project, be held by the Parties of the First, Second and Third Part whose experience, turnover and Net Worth have been reckoned for the purposes of qualification and short-listing of Applicants for the Project in terms of the RFP.



- 6.3. The Parties undertake that, subject to approval from the Senior Lenders and the Authority, after the expiry of 3 (three) years from the date of commercial operations of the Project, one or more Members of the Consortium could exit the SPV;
- 6.4. The Parties undertake that they shall comply with all equity lock-in requirements set forth in the 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 organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- i. require any consent or approval not already obtained;
- ii. violate any Applicable Law presently in effect and having applicability to it;
- iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
- iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, 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 fulfillment of its obligations under this Agreement.



8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved 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 for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

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

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

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER by:

SECOND PART

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

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

SIGNED, SEALED AND DELIVERED

THIRD PART

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

In the presence of:

1.

2.

Notes:



1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.



APPENDIX VIII
ANTI-COLLUSION CERTIFICATE

(To be executed on stamp paper of appropriate value)

We undertake that, in competing for (and, if the award is made to us, in executing) the Project, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988” and its subsequent amendments thereof.

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

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

Dated thisday of, 2023

.....
(Name of the Bidder)

.....
(Signature of the Bidder / Authorized Person)

.....
(Name of the Authorized Person)

APPENDIX IX FORMAT OF PROJECT DEVELOPMENT PLAN

(To be submitted by the **Selected Bidder** before commencement of construction works for approval)

The Bidders shall provide a Project Development Plan based on the requirements given in the Tender, with plan for implementation and operation of the Project. It shall comprise the approach for Project development, implementation schedule and timelines, manpower deployment, etc. It shall be in adherence to all the regulatory guidelines/norms/technical standards, etc., as applicable to the Project and the requirements set out in the Tender.

The Technical Bid shall cover the following aspects:

- I. **Technical Plan** for Construction of all parts of the value-chain covering the following things:
 - i. Site Plan Design & Drawings showing the following aspects:
 - Driveway location and dimensions
 - On-site paving (interlocking blocks for parking)
 - Landscaping Plan (site screening)
 - Drain water & storm water connection
 - Parking space dimensions, delineation and numbering
 - Hydrant location (on and/or off-site)
 - Internal lighting
 - Fencing and Gate details
 - Security Post
 - CCTV surveillance set up, and
 - Any other details of relevance.
 - ii. Broad engineering aspects with materials specifications:
 - Material specifications, equipment used, structural aspects, etc.
 - Dimensioned layout including associated infrastructure such as internal roads, internal drainage and any other facility as required for the safe and efficient operation of the facility;
 - Procurement/Construction/installation/implementation plan along with quality control protocols, QA testing, etc.,
 - iii. Area allocation statement – the area utilization plan for the Project and Project facilities including truck parking facility and other facilities and common areas etc.
 - iv. Implementation Plan – present a detailed activity schedule. This should include a schedule for procuring, installing, and deploying equipment and testing at the site. This should also outline the timeline envisaged for obtaining applicable Government approvals.



II. Facilities proposed along with revenue generation mechanism:

- i. Provide the complete details of proposed facilities and its utilization plan keeping in mind the Minimum Developmental Obligations spelt out in the Tender.
- ii. Any scaling up activities proposed in case the Bidder proposes to develop certain facilities in stages.
- iii. Revenue generation mechanism.

III. Project Operation Plan

Provide complete details on proposed Project Operation Plan covering the manpower deployed, ticketing system, service to the Users/Drivers and such other information.

IV. Security & Maintenance Plan

Details covering the aspects of Project security, CCTV surveillance, Project monitoring mechanism, Project facilities maintenance plan, etc., to be spelt out.

V. Risk Management Plan

Provide complete risk management plan including from encroachments, theft and safety to the drivers and their valuables, if any, power back up.

VI. Compliance to Government Rules & Regulations

The Bidders shall indicate compliance mechanism towards environment, health and safety regulations, as applicable to the Project which are proposed to be adopted during the entire Contract Period.