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## **DISCLAIMER**

The information carried in this Request for Proposal (RFP) document or subsequently provided to the bidders, whether verbally or in documentary or any other form by or on behalf of Himachal Pradesh Infrastructure Development Board (HPIDB), Department of Urban Development, Municipal Council, Chamba (MCC), other local agencies, Government of Himachal Pradesh (GoHP) or any of their employees or advisors/ *consultants*, is provided to the bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation to prospective bidders or any other person. The purpose of this document is to provide information bidders to assist them in RFP submission. This RFP document does not purport to contain all information which each bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for MCC / HPIDB and their employees or advisors/consultants to consider the investment objectives, financial situation and particular needs of each bidder. Certain bidders may have a better knowledge of the proposed project than others. Each bidder should conduct its own investigation and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the statements, assumptions, assertions and information contained in this RFP document and obtain independent advice from appropriate sources. Each bidder should seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.

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

MCC / HPIDB, GoHP and their employees or advisors/*consultants* make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability and completeness of any statement, assumption, assertion and information contained in this RFP document.

MCC/ HPIDB, GoHP , their employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules, regulations or tort,

principles of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

MCC/ HPIDB, GoHP also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

MCC/ HPIDB, GoHP may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that MCC / HPIDB, GoHP is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and MCC / HPIDB, GoHP reserves the right to 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 MCC / HPIDB, GoHP or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and MCC / HPIDB, GoHP 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.

## 1. INTRODUCTION

The Government of Himachal Pradesh (GoHP) has decided to develop multilevel Car Parking cum Commercial Complex on Design Build-Operate-Transfer (DBOT) basis at Chamba (Zero Point), Chamba in Himachal Pradesh (hereinafter to be referred as the "Project"). Accordingly, HPIDB on behalf of Municipal Council, Chamba (MCC) invites Request for Proposal (RFP) from interested **parties, firms/ Joint Ventures** to participate in the Project. The proposals from competent private sector entrepreneurs, which satisfy the eligibility criteria prescribed in the document and furnish the details as per terms and conditions stated in this document, shall only be considered in the bidding process.

To assist the prospective bidders, this RFP document provides details on existing parking patterns, envisaged design features, revenue streams for the proposed Parking cum Commercial Complex, details on RFP process and selection procedure, draft concession agreement and its schedules and technical specifications for the design, guidelines for the operation and maintenance requirements etc.

## 2. SCOPE OF WORK

This Project envisages the following scope of work :

- a) Preparing detailed design for the proposed Parking cum Commercial Complex in accordance with the approved conceptual design and getting them approved from Concessioning Authority or their authorized representative, local bodies and other agencies
- b) Construction of Parking Complex on the Project Site within a time frame of 18 months, conforming to building bye-laws and regulations and as per the provisions of the draft Concession Agreement & Schedules thereof.
- c) Option to develop Value Added Services related to the Parking Complex and levy, demand and collect Service Charges from the Users.
- d) Option to develop a Commercial Area (not exceeding 2,000 square meter) at the Project Site, wherein the developments as laid down in Schedule-I and V of the draft Concession Agreement shall be permitted.
- e) Operation and Maintenance of the Project Facility/ Complex in accordance with the provisions of the draft Concession Agreement and the Schedules thereof.
- f) Demand, levy, collect, enforce, retain and appropriate Parking Fees, from all the Users using the Parking Complex at rates determined herein.
- g) Determine, demand, levy, collect, enforce, retain and appropriate Service Charges, Commercial Area Charges etc. from the sub-licensees/ Users as per the laid down provisions of the draft Concession Agreement and the Schedules thereof.

- h) Pay in advance the Annual Concession Fee (Annuity) to the Concessioneing Authority ( MCC) during operation period.
- i) To make payment of all applicable existing and future taxes, charges, fees, levies etc. as may be applicable to the Project and/ or any activities in pursuance of the draft Concession Agreement during the Concession Period.
- j) Transfer the facility back to the Concessioneing Authority ( MCC) without any encumbrances at the end of the concession period.

**ELIGIBILITY CRITERIA FOR BIDDERS:**

- 3.1 (A) Bidder(s) for qualification may be a single entity or a group of entities (Consortium/ Joint Venture), coming together to develop the Project. However, no Bidder applying individually or as a member of a Consortium/ Joint Venture, as the case may be, can be a member of another Bidder. The term Bidder used herein would apply to both, a single entity and a Consortium/ joint Venture. A Bidder may be a private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium/ Joint Venture.
- (B) A Bidder should have the following financial qualifications as the eligibility criteria for participating in the bidding process :

**FINANCIAL QUALIFICATION:**

A minimum net worth of Rs. 1.00 crore or more, as on 31st March, 2011

OR

Total annual turnover of Rs. 8.00 crore during the last 3 (three) financial years ending on 31<sup>st</sup> March, 2011

**4.0 PROJECT BRIEF**

**4.1 PROFILE OF CHAMBA**

Chamba, seat of earstwhile state of Himachal Pradesh, is an important district headquarter, administrative and service centre. The town was founded around 930 A.D. and named as Chamba (derived from Chamba trees found in and around the town). Chamba town is located at an altitude of 1000m above MSL and situated between latitude 32 10 N and 33 13 N longitudes 75 45' E and 77 33' E. It lies on a series of plateaus on the right bank of Ravi river, the valley between the Dhauladhar and Zanskar ranges from south of the inner Himalayas.



EXHIBIT 1. LOCATION OF CHAMBA AT STATE MAP

#### 4.2 LAND USE DISTRIBUTION OF TOWN

As per 2001 Census, population of Chamba Planning area was 25,311 persons and the decadal growth rate is 31.54% as per 1991 census. The planning area of Chamba town is 947.00 hectares in 2004.

**TABLE 2. LAND USE DISTRIBUTION OF CHAMBA PLANNING AREA**

Land Use	Area (In Hectare)	Percentage of Urban area
Residential	78.55	55.40
Commercial	2.98	2.10
Industrial	2.33	1.65
Tourism	1.29	1.00
Public & Semi Public	28.95	20.45
Recreational Parks & Open Spaces	4.17	2.95
Traffic & Transportation	23.29	16.45
<b>SUB-TOTAL</b>	<b>141.56</b>	<b>100.00</b>
Agriculture, Forest & Barren Land	783.94	
Water Bodies	21.50	
<b>Total</b>	<b>947.00</b>	

Source: TOWN AND COUNTRY PLANNING DEPARTMENT

#### 4.3 EXISTING PARKING SCENARIO

**PROPOSED SITE:** At present this site is in temporary use for spillover buses from bus stand and other commercial vehicle parking. The project site is located right on the Chamba – Pathankot state Highway 33 connecting Chamba on one side and Chamba – Bharmour on the other side.

#### 5.0 PROPOSED PARKING CUM COMMERCIAL COMPLEX AT CHAMBA TOWN

The total built-up area of proposed multilevel car parking facility will be restricted to relaxed FAR and ground coverage .. Proposed commercial area will require some 40 car parking spaces. The existing demand is for 60 parking spaces. The proposed parking system has capacity of 120 car parking spaces.

#### 6. PARKING CHARGES IN CHAMBA

The proposed parking rates for car parking as envisaged by the Municipal Council, Chamba are as under :

- Up to 2 Hours - 15 Rs
- Up to 4 Hours - 30 Rs
- Up to 8 Hours - 50 Rs
- Up to 12 Hours - 70 Rs
- Up to 24 Hours - 100 Rs

**7. Intentionally left Blank**

**8.0 CONSTRUCTION, OPERATION, MAINTENANCE AND MANAGEMENT OF CAR PARKING CUM COMMERCIAL COMPLEX**

The detailed design and construction of the proposed Car Parking-Cum-Commercial Complex has to be in accordance with the approved conceptual plans supplied with this document. It is estimated that the construction of Car Parking-Cum-Commercial Complex Project is to be completed in a maximum time frame of 18 months from the Compliance Date of the Project.

**8.1 MAINTENANCE, MANAGEMENT AND OPERATION OF PARKING FACILITIES**

During the operation and maintenance period, the successful bidder/ concessionaire shall operate and maintain the Project Facility in accordance with the provisions of the draft Concession Agreement, demand, collect and appropriate parking fees from vehicles, determine, demand and collect license fee (from sub-licensing of commercial space at the Complex to third parties), advertising revenues service charges and any other user charges for amenities provided in the Parking space at the Complex as approved by MCC/ GoHP.

**8.2 ANNUAL TAXES, FEE, RATES AND DUTIES**

The successful bidder/ Concessionaire shall bear/ pay all applicable existing and future taxes, fees, charges, levies and duties etc. as may be applicable to the Project and/ or any activities in pursuance of the draft Concession Agreement during the Concession Period.

**8.3 ANNUAL CONCESSION FEE (ANNUITY)**

In consideration of the rights, privileges and interests granted by the Concessions Authority to the Successful Bidder/ Concessionaire in terms of the draft Concession Agreement, the successful bidder/ Concessionaire shall to pay to the Concessions Authority ( MCC) an Annual Concession Fee (annuity amount) quoted by the Successful Bidder/ Concessionaire [i.e. either the individual / single Bidder or the Special Purpose Company (SPC), as formed by the Consortium/ JV, whichever acknowledged as the Successful Bidder"] and as set out in the

Notice of Award payable annually in advance starting from the first year of operation period. The Annual Concession Fee (annuity) amount will be subjected to an inflation adjustment factor of 10% after every three years.

## 9. REQUEST FOR PROPOSAL (RFP) PROCESS

The bidders are being issued this RFP document and they are required to submit their proposals/ bids as per the terms and conditions stated in this RFP document. It comprises the following information, and would additionally include any Addenda issued before the due date of submission of the Proposals/ Bids. Any reference to the RFP document includes all the contents unless specifically mentioned otherwise.

	Contents
Section-I	Information on the project, proposed conceptual design and the RFP process
Section-II	Draft Concession Agreement
Section-III	Schedules of Draft Concession Agreement

*Note: Bidders are required to carry out their own assessments with due diligence and care, as may be necessary, for submitting technical and financial bids as per terms and conditions of the RFP document*

### 9.1 PROPOSAL/ BID SUBMISSION GUIDELINES

- (i) The bidder may be a single legal entity or a group of legal entities (hereinafter referred to as a Consortium), coming together to implement the Project. The term Bidder used would therefore apply to both a single entity and a Consortium.
- (ii) Consortium shall not constitute more than three single legal entities.
- (iii) Any entity which has been barred by GoHP from participating in GoHP projects (BOT or otherwise) and the bar subsists as on the RFP submission date, would not be eligible to submit any RFP document, either individually or as a member of Consortium.
- (iv) Changes in the composition of a Consortium may be permitted by MCC / HPIDB at their sole discretion, only where:
  - The reconstituted Consortium would continue to satisfy the Pre-qualification criteria for Bidders;
  - The new member(s) expressly adopt(s) the RFP document already made on behalf of the consortium as if it were a party to it originally.

## 9.2 BIDDER'S RESPONSIBILITY BEFORE PROPOSAL SUBMISSION

- (i) The Bidder shall be responsible for bearing all its costs associated with or relating to the preparation and submission of its Proposal/ Bid and their participation in the selection process. MCC, HPIDB and/ or the Government of Himachal Pradesh will not be responsible or in anyway liable for such costs, regardless of the conduct or outcome of the selection process.
- (ii) The Bidder shall ensure that the bid is complete in all respects and conforms to all requirements indicated in the RFP document.
- (iii) **Site visit and verification of information** : Bidders are encouraged to submit their respective Proposals after visiting the Project Site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.
- (iv) **Costs associated with Visits and Field Investigations**: The costs of visiting the site, and undertaking any further studies and investigations shall be at Bidder's own expense. The Bidder or any of his personnel or agents will be granted permission to enter upon the Project site for the purpose of such inspection.
- (iv) **Familiarity with Clearances**: The Bidder should be familiar with all the clearances required from various authorities to commence work. The successful bidder/ Concessionaire is required to adhere to the Development Parameters, as mentioned in this RFP document, draft Concession Agreement and/ or other applicable norms as per the prevailing Building Bye-laws and arrange approvals from all Local Authorities. The Successful Bidder/ Concessionaire shall obtain clearances and sanctions from competent statutory authorities for building plans, utilities, fire fighting, electricity & water connection, etc. It is to be clearly understood that all such clearances are to be obtained by the Successful Bidder himself and MCC can only provide assistance, wherever possible, on best effort basis without any binding obligation. However, the completeness or the exhaustiveness of the clearances has to be determined by the bidders on their own.

- (v) It would be deemed that by submitting the Bid, Bidder has:
- Made a complete and careful examination of the RFP documents
  - Received all the relevant information requested from MCC, HPIDB
  - Satisfied itself about all matters, things and information necessary and required for submitting an informed Proposal, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
  - acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents 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 MCC, HPIDB, Government of Himachal Pradesh, or a ground for termination of the Concession Agreement by the Concessionaire;

The MCC, HPIDB, Government of Himachal Pradesh 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 RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the MCC, HPIDB, Government of Himachal Pradesh.

### 9.3 DETAILS TO ACCOMPANY PROPOSALS/ BIDS

- 9.3.1 In case the Bidder is a Consortium, the number of members comprising the Consortium shall **not exceed three members**. The members of the Consortium shall nominate one member as the lead member who shall have equity shareholding of at least 26% and submit a MOU/ Agreement signed by legally authorized signatories of all the members. The lead member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the Consortium. The MOU should **be valid for six months from the date of submission of the Proposal by the Consortium**.

The MOU referred to hereinabove should include a description of the roles and responsibilities of individual members of the Consortium along with equity stakes. Moreover, the members of the consortium shall have to furnish an undertaking or include a clause in their MOU, so as to confirm that prior to the award of work; they shall form an incorporated Joint Venture or a Special Purpose Company (SPC),

incorporated under the provisions of the Companies Act, 1966 which would execute the project. The “concession” shall be granted to the company incorporated under the Companies Act, by way of executing the Concession Agreement, between such SPC and the Municipal Council Chamba ( MCC), by simultaneously obtaining appropriate legal documents for ensuring personal liability of all the members/ shareholders, towards MCC. The lead member should hold at least 26% equity shares in the paid up capital of the SPC.

9.3.2 An individual Bidder cannot at the same time be member of a Consortium applying for this Project. Further, a member of a particular Consortium cannot be member of any other Consortium applying for this Project.

9.3.3 The Bidder should submit a Power of Attorney authorizing the signatory to the Proposal/ Bid to commit the Bid on behalf of the Bidder.

#### **9.4.1 TECHNICAL PROPOSAL**

- i) Bidders should submit their conceptual design along with the technical proposal as required by sound engineering practice to the entire satisfaction of the MCC, GoHP and/ or their representatives.
- ii) Bidders should make their technical submission comprising conceptual drawings containing plans of all floors and elevations in sufficient details, dimensions and to the extent to evaluate the conformity of the proposal to the various provisions of this RFP document, specifications, draft concession agreement, utility and functionality of the proposed scheme.
- iii) The bidders design should refer to and satisfy all the provisions given in the Draft Concession Agreement and the applicable Specifications.
- iv) Detailed design and drawings of proposed conceptual proposals will be prepared and submitted by the successful bidder/ concessionaire for approval. Getting approval will not relieve the successful bidder in any way from his responsibility for the safety and soundness of the structure and the performance of Parking Cum Commercial Complex.

#### **9.4.2. FINANCIAL PROPOSAL**

The 'bid variable' for this project is the Annual Concession Fee (annuity) for a fixed concession period of 40 years and should be as per the prescribed format annexed at the end of this section. For the avoidance of doubt, the Concession Period shall include the Construction Period as well.

**Concession period = Construction period + Operation period**

#### 9.4.3 PROPOSAL SECURITY

The Bidder shall furnish as part of its Proposal/ Bid, a Proposal Security of **Rs. 04.00 lakhs** (Rs. Four lakhs only) in accordance with the provisions of this RFP. The Bidder has the option to provide the Proposal Security either as a Demand Draft or in the form of a Bank Guarantee in favour of HPIDB from a scheduled bank as per the **Format-VI** (Bank Guarantee for EMD) enclosed with this RFP.

#### 9.4.4 PROPOSAL/ RFP DOCUMENTATION

- a) The Proposal should have no overwriting except as necessary to correct errors made by the Bidder(s) themselves, in which case such corrections must be initialed by the person authorized to sign the Proposal/ Bid.
- b) The Proposal and its copies shall be typed or written in indelible ink and the authorized signatory of the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal.
- c) The Bidder shall prepare one original of the Proposal and clearly mark it as "ORIGINAL". In addition, the Bidder shall make 1(one) copy of the Proposal, clearly marked as "DUPLICATE 1". In the event of any discrepancy between the original and the copy, the original shall prevail.
- d) The Bidder shall seal the envelopes containing the original and duplicate copy respectively.
- e) Each envelope shall contain two separate sealed envelopes – namely, **Envelope A and Envelope B.**
  - ◆ **The Envelope A**, which shall be super-scribed as such, shall contain the **Technical Proposal (eligibility criteria)**, Proposal Security and Power of Attorney authorizing the representative of the bidder to submit the Proposal..
  - ◆ **The Envelope B**, which shall be super-scribed as such, shall contain the **Financial Proposal** i.e. the bid variable.

- f) All the envelopes (both inner and outer) shall then be sealed in an outer envelope which shall clearly be superscripted as :

**“Development of Car Parking cum Commercial Complex at CHAMBA (Zero Point), Himachal Pradesh”**

- g) The outer envelope shall be addressed to :  
General Manager,  
HP, Infrastructure Development Board,  
New Himrus Building, Circular Road,  
Himland, Shimla-171001

The financial proposal (Envelope B) of only those bidders who satisfy the eligibility criteria will be opened.

- h) If the envelope is not sealed and marked as instructed above, MCC/ HPIDB assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted. In that case, the prematurely opened proposals shall be rejected.
- i) At the end of this section, a check list is given for submission of technical and financial bids.
- j) Any Proposal received by HPIDB after 1600 hours on the Due Date will be liable for rejection.

## **9.5 INSTRUCTIONS TO THE BIDDERS**

### **9.5.1 Validity of Proposal and Proposal Security:**

- a) Proposal shall remain valid for a period not less than six (6) months from the Proposal Submission Due Date (**Proposal Validity Period**). HPIDB reserves the right to reject any Proposal, which does not meet this requirement.
- b) The Proposal Security shall also be valid for six months (180 days) from the Proposal Submission Due Date.
- c) HPIDB shall reject any Proposal not accompanied by an acceptable Proposal Security.
- d) The Proposal Security of the unsuccessful bidders would be returned after the grant of “concession” to the successful bidder, without payment of any interest.

- e) The Proposal Security of the successful bidder will be released when the successful bidder has furnished the Performance Security and signed the Concession Agreement.
- f) The Proposal Security will be forfeited under the following conditions:
- ◆ If the bidder withdraws its Proposal after Technical Proposal opening and during the Proposal Validity Period. However, if the Bidder withdraws the Proposal by submitting a withdrawal notice, before the opening of the Proposals, then the Proposal Security would be returned within 30 (thirty) days of such withdrawal.
  - ◆ The Successful Bidder is required to send his acceptance of the Notice of Award (NOA) within seven (7) days from the date of its receipt. HPIDB shall retain the right to withdraw the NOA in the event of the Successful Bidder's failure to accept the NOA within the time limit specified in the above clause. In this event, HPIDB shall forfeit the Proposal Security of the Successful Bidder.
  - ◆ In the case of a successful bidder, if the bidder fails to sign the Concession Agreement within the stipulated time or fails to furnish the required Performance Security within the specified period.

**Note:** Proposal Security of only H1, H2 & H3 Bidders would be retained till the Concession Agreement is signed between the Successful Bidder and MCC. The 'Proposal Security' of the other Bidders would be returned within 60 (Sixty) days of opening of Financial Proposals.

*The Proposal Security of the Successful Bidder shall be retained till the time the Successful Bidder has furnished the requisite Performance Security and signed the Concession Agreement. In case the Successful Bidder fails to deposit the requisite Performance Security and sign the Concession Agreement within the stipulated time, its Proposal Security shall be forfeited.*

#### **9.5.2 CLARIFICATIONS:**

- (A) Any bidder requiring any clarification on the RFP document may request HPIDB office either in writing or by facsimile. The written clarification of the bidders should reach at the following address at least 10 days before submission of Proposals. The written clarifications received within 10 days of submission of Proposals will not be entertained. For any clarification the bidders may contact at the following address:

General Manager  
Himachal Pradesh Infrastructure Development Board  
New Himrus Building, Circular Road, Shimla- 171001.

Tel: 0177-2626696, 2627312

- (B) HPIDB shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, HPIDB 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 HPIDB to respond to any question or to provide any clarification.
- (C) HPIDB may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the HPIDB shall be deemed to be part of the RFP. Verbal clarifications and information given by HPIDB or any its employees or representatives shall not in any way or manner be binding on HPIDB.

**9.5.3 AMENDMENT OF RFP DOCUMENT:**

- a) At any time prior to deadline for submission of Proposal, HPIDB may, for any reason, whether at its own initiative or in response to clarifications requested by any bidder, modify the RFP document by the issuance of Addenda.
- b) Any Addendum thus issued will be sent in writing to all bidders.
- c) In order to give the bidders a reasonable time in which to take an Addendum into account, or for any other reason. HPIDB may, at its discretion, extend the Proposal Submission Due Date.

**9.5.4 CLARIFICATION OF RFP:**

To assist in the evaluation of Proposal submitted by bidders, HPIDB may, at its discretion, ask any bidder for clarification of its Proposal. The request for clarification and the response shall be in writing.

**9.5.5 LANGUAGE:**

The Proposal submission and all related correspondences shall be written in the English language. Supporting documents and printed literature furnished by bidders with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

**9.5.6 HPIDB'S RIGHT TO ACCEPT AND REJECT PROPOSALS:**

Notwithstanding anything contained in the RFP document, HPIDB reserves the right to accept or reject any Proposal submitted by bidder(s), and to cancel the RFP process and reject all Proposal submissions, at any time, without thereby incurring any liability to the affected bidder or bidders any obligation to inform the affected bidder or bidders of the grounds for HPIDB's action.

**9.5.7 PROPOSAL SUBMISSION DUE DATE:**

Proposals will be received up to 1600 hours on 30<sup>th</sup> March, 2012 at the address given below. Any Proposal, received after the prescribed deadline shall be returned, unopened.

General Manager  
Himachal Pradesh Infrastructure Development Board  
New Himrus Building,  
Circular Road  
Shimla- 171001.  
Tel: 0177-2626696, 2627312

**9.5.8 EXTENSION OF VALIDITY OF PROPOSAL :**

In exceptional circumstances, prior to expiry of the original Proposal Validity Period, HPIDB may request bidders in writing to extend the Proposal Validity Period for a specified additional period.

**9.5.9 EXTENSION OF DUE DATE OF RFP SUBMISSION :**

HPIDB may, in exceptional circumstances, and at its sole discretion, extend the Proposal Submission Due Date by issuing an Addendum to all the bidders.

**9.5.10 CONFIDENTIALITY :**

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

**9.5.11 TESTS OF RESPONSIVENESS :**

Prior to evaluation of Proposals submitted, HPIDB will determine whether each Proposal is responsive to the requirements of the RFP document. Any Proposal submitted shall be considered responsive, if it:

- a) Is received / deemed to be received by the Proposal Submission Due Date including any extension thereof;
- b) Is signed, sealed and marked as stipulated in clause 9.4.4 hereof;
- c) Is accompanied by Proposal Security;
- d) Contains all the information as requested in the RFP document
- e) Contains information in formats same as those specified in the RFP document
- f) Mentions the validity period as set out in clause 9.5.1
- g) Acceptance of the payment of annual taxes, fees, rates, charges, duties etc. to the concerned authorities and Annual Concession Fee (Annuity payment) to MCC as per clause 8.2 and 8.3 above.

HPIDB reserves the right to reject any RFP submission, which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by HPIDB in respect of such RFP submissions.

**9.6 SELECTION AND NOTIFICATION**

- a) After the evaluation of **Envelope 'A'** of the Proposal, HPIDB would intimate the date and venue for the opening of the financial proposal, with a request to be Bidders to be present at the time of opening. The financial proposal of those bidders who satisfy the eligibility criteria will only be opened.
- b) The Financial bids would be opened and read out aloud on the said date and venue in the presence of the representatives of the bidders who chose to be present.

- c) The bidder quoting the highest bid variable i.e. the Annuity amount to be paid to the Concessioneing Authority would be selected as the successful bidder and would be intimated through a "Notice of Award" issued by HPIDB on behalf of Government of Himachal Pradesh.

#### **9.7 AWARD OF CONTRACT**

- a) Upon the issuance of the "Notice of Award"(NOA), the successful bidder shall have to communicate the receipt of "Notice of Award" within 7 days from the date of its receipt. HPIDB shall retain the right to withdraw the NOA in the event of the Successful Bidder's failure to accept the NOA within the time limit specified in the above clause. In this event, HPIDB shall forfeit the Proposal Security of the Successful Bidder.
- b) The Successful Bidder, for due and faithful performance of its obligations under the Concession Agreement, shall be required to provide, the following, to MCC and HPIDB within 3 weeks of receipt of the Notice of Award from the HPIDB
- i. **"Construction Performance Security" of Rs.20.00 lakhs ( Rs. Twenty lakhs only) during "Construction Period" and "Performance Security" of Rs.8.00 lakhs ( Rs. Eight lakhs only) during "Operation and Maintenance period",** in form of a Bank Guarantees issued by any scheduled Bank payable at Shimla, in favour of Municipal Council, Chamba as per Schedule X, Section-III, within the period as specified in " Notice of Award".
  - ii. **"Project Development Fee" of Rs. 05.00 lakhs ( Rs. Five lakhs only),** in the form of a Demand Draft issued by any scheduled Bank payable at Shimla, in favour of **'General Manager Himachal Pradesh Infrastructure Development Board'** payable at Shimla.
- c) Municipal Council Chamba would sign the Concession Agreement with the successful bidder within one month of the receipt of the "Notice of Award" by the successful bidder. Till such time, the Proposal Security of the successful bidder would remain in full force and effect.
- d) If the Concession Agreement is not signed by the successful bidder within the period as specified in clause 9.7 (c) hereinabove, for any reasons thereof, then HPIDB reserves the right to withdraw the offer, and proceed ahead in any manner it deems fit. In such an eventuality, the HPIDB would forfeit the Proposal Security of the successful bidder.

**9.8 PRESCRIBED FORMATS FOR PROPOSAL/ BIDS SUBMISSION**

The bidders shall provide evidence of their capability (both technical and financial), experience in similar projects undertaken, details on detailed designing facilities available and adequacy of resources to carryout the project effectively. To this end, RFP submitted shall include the following information:

<b>PARTICULARS</b>	<b>FORMATS</b>
Structure & Organization	I
Turnover of the Bidder	II
Experience in Similar projects	III
Details of design facilities available with the firm	IV
Financial Proposal format	V
Proposal Security Format	VI

If necessary, additional sheet(s) can be attached to the formats.

While submitting the formats duly filled in, the bidders may enclose latest copies of brochures and technical documentation giving additional information about the Bidder and all the parties of the Consortium, if any.

**9.9 RIGHT OF FIRST REFUSAL**

At the end of the Concession Period either by efflux of time or otherwise, the Concessioning Authority would either operate the Project itself or may re-bid the same by suitably re-defining or re-structuring the Project parameters as per its sole discretion. In the event of re-bidding, if the present Concessionaire chooses to participate in the re-bidding process, then he shall be provided with the right to match the best bid as per the bidding parameter as long as his bid is within 10% of the best bid.

**FORMAT – I**

**STRUCTURE AND ORGANIZATION**

1.	Name of the Authorized representative and contact details of Firm/ Lead Member in the Consortium.	
2.	Description of the Company	
3.	Number of Years in Operation and Principal Lines of Business	
4.	Names and details of associated companies (Parent/ Subsidiary/ Other) to be involved in the Project	

**SUMMARY OF CONSORTIUM MEMBERS**

1.	Name and contact details of Consortium member(s)	
2.	Percentage Equity Participation of each of the Consortium members	
3.	Indicate proposed split in responsibility with respect to design, financing, consortium, O&M etc. between the lead firm of the Consortium and of each of the Consortium members.	
4.	Names and details of associated companies of the Consortium members (Parent/ Subsidiary/ Other) to be involved in the Project	

**To be enclosed:**

1. Documents certifying Bidder's Legal status
2. Certificate of incorporation/ registration
3. In case of Consortium, MOU & Power of Attorney signed by each Consortium members, clearly indicating the lead member
4. Latest brochures.

**FORMAT - II**

**FINANCIAL CREDENTIALS**

**Turnover**

Turnover in a year should be from construction/operation/maintenance related activities, as defined in Para 3.0, in that particular year, and the period of assessment would be the block of 3 years ending March 31st, 2011.

(Rs Crore)

DESCRIPTION	2008-2009	2009-2010	2010-2011
Turnover			

**Note:**

1. Attach copies of the audited financial statements of last three financial years (2008-09), (2009-10)& (2010-11).
2. In case of a Consortium, give details for all consortium members, since cumulative turnover figures of all consortium members would be taken into consideration during evaluation.

**FORMAT - III**

Intentionally left Blank

**FORMAT - IV**

**DETAILS OF DESIGN FACILITIES AVAILABLE (IN-HOUSE / ASSOCIATED CONSULTANT) FOR THE PROJECT**

1. Details of experience of the similar projects
2. Details of design facilities available for
  - Planning and Design
  - Architectural
  - Structures
  - Services
  - Electrical
  - Plumbing
  - Drainage
  - Fire fighting
  - Landscape
  - Environment
3. Details of computers, plotting and software facilities

**FORMAT – V**

**Format for Financial Proposal**

(On the letter head of the Lead Member)

**Development of Car Parking Cum Commercial Complex on DBOT basis at CHAMBA  
(Zero Point), Himachal Pradesh.**

**Price Bid format for Annual Concession Fee (Annuity) basis**

**Annual Concession Fee (Annuity Amount)**

Bid Variable (in a sealed envelope)

Annual Concession Fee (Annuity Amount) (X) = Rs. In figures (Rupees in words)

\_\_\_\_\_  
Name of the Bidder / Consortium

\_\_\_\_\_  
Signature of the Authorized Person

\_\_\_\_\_  
Name of the Authorized Person

**Bidder to note:**

- ◆ The Annual Concession Fee (annuity) will be payable in advance within 7 days of the beginning of the operation period.
- ◆ If the Annual Concession Fee (annuity) is not paid in advance within specified time the Bank Guarantee will be en-cashed by the Concessioning Authority.
- ◆ The Financial Proposal is to be signed by the authorized person of the Bidder (In case of a Consortium, as per a valid power of attorney given by all members of the Consortium)
- ◆ Bidders should specify the fixed Annual Concession Fee (Annuity Amount), to be paid to MCC(Concessioning Authority) throughout the Operation Period (Annuity Amount) in the format set out above clearly indicating the amount in both figures and words in Rupees.
- ◆ The Annual Concession Fee (Annuity Amount) must include two places of decimals.
- ◆ All the definitions shall be as per the Draft Concession Agreement (RFP Part II B) unless specifically stated otherwise in this document.
- ◆ The quoted Annual Concession Fee (annuity) (X) will be subjected to increase @ 10% after every three years of the Concession Period.
- ◆ No conditionality should be attached.
- ◆ In case of difference between the words and figures, words would prevail.

***We agree that the above agreed Annual Concession Fee shall be payable by us in accordance with Article 5.1 of the draft Concession Agreement (Section II of the RFP document).***

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

\_\_\_\_\_  
Signature of the Authorized Person

Date:

**FORMAT - VI**

**BANK GUARANTEE FOR PROPOSAL SECURITY (E.M.D.)**

**PROPOSAL SECURITY FORMAT**

**UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE**

**Bank Guarantee No.:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Issuer of Bank Guarantee:**

\_\_\_\_\_ (Name of the Bank)

\_\_\_\_\_  
\_\_\_\_\_

(hereinafter referred to as the "Bank")

**Beneficiary of Bank Guarantee:**

Himachal Pradesh Infrastructure Development Board (HPIDB)

**Nature of Bank Guarantee:**

Unconditional and irrevocable Bank Guarantee.

**Context of Bank Guarantee:**

In pursuance of Clause \_\_\_ of Section 1 of the Request for Proposal Document dated\_\_\_ (hereinafter referred to as the "RFP" inclusive of Concession Agreement) for the Development of Car Parking-cum-commercial Complex at Chamba (hereinafter referred to as the "Project"), provided however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner to relied upon at any stage to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee. The Contract of Bank Guarantee is an independent Contract between the Bank and HPIDB and is not dependent upon execution or performance of any Agreement between MCC and \_\_\_\_\_(name of the Bidder).

**Operative part of the Bank Guarantee:**

1. At the request of the \_\_\_ (name & address of the Bidder), we \_\_\_\_\_, \_\_\_\_\_ (name and address of the bank), hereinafter referred to as the "Bank", do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the HPIDB i.e. the beneficiary on behalf of the Bidder, up to a total sum of **Rs. \_\_\_ Lakh (Rupees \_\_\_ Lakh Only)**, such sum being payable by us to the HPIDB immediately upon receipt of first written demand from HPIDB.
2. We unconditionally and irrevocably undertake to pay to the HPIDB on an immediate basis, upon receipt of first written demand from the HPIDB and without any cavil or argument or delaying tactics or reference by us to Bidder and without any need for the HPIDB to convey to us any reasons for invocation of the Guarantee or to prove the failure on the part of the Bidder to repay the amount of \_\_\_ or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs. \_\_\_ Lakh (Rupees \_\_\_ Lakh Only).
3. We hereby waive the necessity of the HPIDB demanding the said amount from Bidder prior to serving the Demand Notice upon us.

4. We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the HPIDB that the HPIDB shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by Concessionaire, which are recoverable by the HPIDB by invocation of this Guarantee.
5. This Guarantee will not be discharged due to the change in constitution of the Bank or the Bidder. We undertake not to withdraw or revoke this Guarantee during its currency/ validity period, except with the previous written consent of the HPIDB.
6. We unconditionally and irrevocably undertake to pay to the HPIDB, any amount so demanded not exceeding Rs. \_\_\_ Lakh (Rupees \_\_\_ Lakh Only), notwithstanding any dispute or disputes raised by Bidder or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the HPIDB, shall be a valid discharge of our liability for payment under this Guarantee and the Bidder shall be a valid discharge of our liability for payment under this Guarantee and the Bidder shall have no claim against us for making such payment.
7. This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until \_\_\_\_\_ (180 days from the Proposal due date).

Notwithstanding any contained herein:

1. Our liability under this Bank Guarantee shall not exceed Indian Rs. \_\_\_ Lakh (Rupees \_\_\_ Lakh Only).
2. This unconditional and irrevocable Bank Guarantee shall be valid w.e.f. \_\_\_\_\_ (Date of Submission of Bid) to \_\_\_\_\_.

We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if Himachal Pradesh Infrastructure Development Board (HPIDB), serves upon us a written claim or demand on or before \_\_\_\_\_.

\_\_\_\_\_  
Authorized Signatory  
For Bank

**SUMMARY**

**CHECK LIST FOR ENVELOPES- A & B**

**FOR RFP DOCUMENTATION AND SUBMISSION**

***Envelope-A Technical Proposal***

1	Format-1: Structure and Organization	
2	Format -2: Financial Credentials	
3	Format-4: Details of design facilities	
4	Power of Attorney with clear mention of authorized representative among the consortium members for the project	
5	Declaration stating that no changes be made / changes as prescribed will be made in the envisaged conceptual design	
6	(or) Detailed design and drawings/conceptual designs for approvals.	
	Proposal Security in form of Bank Guarantee in Prescribed format	
7	Validity of bid for 180 days and 'Acceptance of annual taxes, fees, rates and duties payment to MCC' to be mentioned in the bid.	

***Envelope-B Financial Proposal***

1.	Bid variable in Format-5	