

REQUEST FOR PROPOSAL (RFP)

FOR

**STATION FACILITY MANAGEMENT FOR RAILWAY
STATION**

RFP No: IRSDC/ HQ/ 2018/ ----Dated: -----

VOLUME-I

INSTRUCTION TO BID



INDIAN RAILWAY STATIONS DEVELOPMENT CORPORATION LIMITED

(a Joint Venture company of Ircon International Limited (A Govt. of India Undertaking, under Ministry of Railways) and Rail Land Development Authority)

JANUARY, 2018

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GLOSSARY

Adjusted Profit	As defined in Clause 1.4.8
Agreement	As defined in Clause 1.1.3
Associate	As defined in Clause 2.2.8
Authorised Representative	As defined in Clause 1.3.6
Authority	As defined in Clause 1.1.1
Bank Guarantee	As defined in Clause 2.24
Bidder(s)	As defined in Clause 1.1.4
Sole Firm	As defined in Clause 1.1.4
Lead Member	As defined in Clause 1.1.4
Bid / Bid Proposal / Application	As defined in the Disclaimer
Bid Due Date	As defined in Clause 1.1.5
Bid Security	As defined in Clause 1.2.4
Bidding Documents	As defined in Clause 1.2.3
Bidding Process	As defined in Clause 1.4.1
Combined Score	As defined in Clause 1.4.2
Conflict of Interest	As defined in Clause 2.2.1(b)
Damages	As defined in Clause 2.2.1(b)
Facility Manager	As defined in Clause 1.1.3
Financial Bids	As defined in Clause 1.2.3
Government	Government of India
IRSDC	Indian Railway Stations Development Corporation
LoA	Letter of Award
Management Fee	As defined in Clause 1.2.8
Members	As defined in Clause 2.2.1
Minimum Eligibility Criteria	As defined in Clause 2.2.2
Project	As defined in Clause 1.1.1
Qualification	As defined in Clause 1.4.1
Qualified Bidders	As defined in Clause 1.4.1
Re., Rs., or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
Selected Bidder	As defined in Clause 3.6.1
Tie Bidders	As defined in Clause 3.6.2

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

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DISCLAIMER

The information contained in this Request for Proposal 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 their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

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 the formulation of their bid for selection pursuant to this RFP (the “**Bid**”). 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 RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not 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 Bidder 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 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 with selection of Bidders for undertaking the Project.

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 RFP.

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 RFP.

The issue of this RFP does not imply that the Authority is bound to appoint the Bidder or Project Company, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bids without assigning any reasons 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 an Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

1 INTRODUCTION

1.1 Key Information Table

1.	RFP No.	IRSDC/HQ/
2.	Name of the Work	Request for Proposal (RFP) for Selection of Facility Manager to manage the operation & management of <u>Pune</u> Railway Station on behalf of IRSDC.
3.	Location of Work	Pune Railway Station, District Pune, Maharashtra, India
4.	Duration services under this Agreement	3 years extendable to 5 years.
5.	Last date and time for submission of RFP (Bid Due Date)	By 1100 hrs (IST) on 01-02-2018
6.	Date and Time of Opening of RFP	At 11:30 hrs (IST). on 01-02-2018
7.	RFP Processing Fee	INR 50,000/- (INR Fifty Thousand Only)
8.	Bid Security	INR 10,00,000/- (INR Ten Lakhs only) by way of electronic transfer through Net Banking/ RTGS / NEFT in the Account of IRSDC.
9.	Performance Guarantee	INR 1,00,00,000/- (INR One Crore only) by way of Bank Guarantee or FDR or electronic transfer through Net Banking/ RTGS / NEFT in the Account of IRSDC.
10.	IRSDC Account Details	Account No.: 040802000002256, Name of the Bank: Indian Overseas Bank Address of the Bank: R. K. Puram Branch, New Delhi RTGS/IFSC code: IOBA0000408
11.	Validity of RFP	180 days from the Bid Due date
12.	Last date of Receiving Pre-bid Queries through email or Fax	By 1700 hrs on 27-12-2017
13.	Pre-bid Conference Details	Date: 03-01-2018 Time: 1100 Hrs (IST) Venue: IRSDC Conference Hall, 4th, Floor, Palika Bhawan, Sector XIII, R.K.Puram, New Delhi - 110066 Landmark: Opposite to Hyatt Hotel

14.	Authority's response to the Bidders' queries	Within 10 (Ten) days of Pre-Bid Conference
15.	Bidding System	<ul style="list-style-type: none"> • Quality Cum Cost Based System (QCBS) • Single stage Two step system • Tech : Financial Weightage -70:30
16.	Participation of JV firms	Not Permitted
17.	Representative/contact person from IRSDC	Mr. Abhimanyu Sharma (Deputy Manager, Civil), Phone: + 9560595316
18.	Postal Address where queries/ correspondence concerning this RFP may be sent through post and email	Managing Director & Chief Executive officer Indian Railway Stations Development Corporation Limited 4th, Floor, Palika Bhawan, Sector XIII, R.K.Puram, New Delhi - 110066. Tel.: +91-11-24672718, 2467219 & 24672723. Fax: +91-11-24672720. E-Mail : info@irsdco.in
19.	Address where Bidders can submit their documents	Managing Director & Chief Executive officer Indian Railway Stations Development Corporation Limited 4th, Floor, Palika Bhawan, Sector XIII, R.K.Puram, New Delhi - 110066. Tel.: +91-11-24672718, 2467219 & 24672723. Fax: +91-11-24672720. E-Mail : info@irsdco.in
20.	IRSDC Website	www.irsdco.com

1.2 BACKGROUND

1.2.1 Ministry of Railways (MOR) has decided to develop/redevelop railway stations across India through a Special Purpose Vehicle named as 'Indian Railway Stations Development Corporation Limited' (hereinafter referred to as "IRSDC") established under Companies Act, 1956 with equity participation of IRCON International Limited (IRCON) and Rail Land Development Authority (RLDA). IRCON is a Public Sector Undertaking under Ministry of Railways with vast national and international experience of infrastructure projects as well as development of commercial, institutional, industrial and residential properties and whereas RLDA has the statutory mandate for commercial development of the identified

surplus railway land and airspace at stations assigned to it by MOR across all zonal railways.

1.2.2 The main objectives of IRSDC are:

- (i) To develop/ re-develop the existing/new railway station (s) which will consist of upgrading the level of passenger amenities by new constructions/renovations including re-development of the station buildings, platform surfaces, circulating area, etc., to better standards so as to serve the need of the passengers.
- (ii) To undertake projects for development of real estate on Railway/ Government land and its commercial utilization as may be required in connection with development of railway stations.
- (iii) To undertake projects including planning, designing, development, construction, improvement, commissioning, operation, maintenance, and financing of projects and various services relating thereto including marketing, collecting revenues, etc. relating to railway stations and railway infrastructure and all matters relating thereto.
- (iv) To carry on any railway infrastructure work including development of railway stations on Build-Operate-Transfer (BOT), Build-Own-Operate-Transfer (BOOT), Build-Lease-Transfer (BLT), EPC, PPP etc. or otherwise or any other scheme or project found suitable in and related to the field of railway station infrastructure projects including operations, maintenance, financing of such projects and their services including commissioning, operation, maintenance, etc., as well as marketing, collecting revenues, etc.

1.2.3 As part of the objectives mentioned above, IRSDC (the “**Authority**”) intends to appoint an established integrated facility management-cum-property management group as Facility Manager to undertake scope of work as per clause 1.1.6 below and as defined in the Management Agreement, on the behalf of the Authority as per the provisions of this RFP (“**the Project**”).

1.2.4 The Authority intends to select suitable Bidders (the “**Bidder/s**”) for awarding the Project/s through an open competitive bidding process in accordance with the procedure set out herein. In case, a bidder possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the “**Sole Firm**”) or as lead member of a consortium of firms (the “**Lead Member**”) in response to this invitation. The term “**Bidder/s**” means, as the case may be Sole Firm or Lead Member. The manner in which the Proposal is required to be submitted, evaluated and accepted by the bidder, as defined above, is explained in the RFP.

- 1.2.5 The selected Bidder, as (the “**Facility Manager**”), shall be responsible for operation and maintenance of the Project under and in accordance with the provisions of the agreement (the “**Management Agreement**” or “**Agreement**” i.e. **Request for Proposal - Volume II**) to be entered into between the Facility Manager and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.2.6 The scope of work will broadly include:
- (a) providing technical inputs and operations and management expertise for the area (the “**Station Area**”) defined in the Management Agreement;
 - (b) Operation, maintenance, repair (including replacement) and procurement and of assets, project utilities, materials, supplies and equipment (at IRSDC’s cost) in the Station Area according to pre-agreed service level standards;
 - (c) Supervision and installation of new works /assets and rehabilitation;
 - (d) acting as Master Licensee for further sub-licencing of assets within the Station Area;
 - (e) collecting all Station Revenues as defined in the Management Agreement on behalf of IRSDC; and
 - (f) Preparation of Road Map for Revenue Maximisation.
- 1.2.7 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority and all Bidders shall be prepared and submitted in accordance with such terms on or before the date specified in Key Information Table as per clause 1.1 of the RFP for submission of Bids (the “**Bid Due Date**”).

1.2 Accessing and Purchasing of the RFP document

- 1.2.1 The RFP Document can be viewed / downloaded from the e-Procurement portal i.e. <https://www.tenderwizard.com/IRSDC> free of cost. A Vendor’s Manual containing the detailed guidelines for e-Procurement system is also available on e-Procurement portal of IRSDC.
- 1.2.2 It is mandatory for all the Bidders to have class-III Digital Signature Certificate (in the name of person having power of attorney to sign the Proposal) from any of the licensed Certifying Agency (The Bidders can see the list of licensed CA’s from the link www.cca.gov.in) to participate in e-Procurement of IRSDC.
- 1.2.3 It is mandatory for the Bidders to get their firm/company registered with e-procurement portal of IRSDC, i.e. <https://www.tenderwizard.com/IRSDC>

have user ID & password by submitting a non-refundable annual registration charge of Rs. 2,500/- (exclusive of taxes, levies, etc.) which can be paid online through Debit/ Credit Card in favour of “M/s ITI Limited”, payable at New Delhi using the online payment gateway. The registration so obtained by the prospective Bidder shall be valid for one year from the date of its issue and shall be subsequently renewed.

- 1.2.4 The RFP Document will be available online on website <https://www.tenderwizard.com/IRSDC> from the date prescribed in the Key Information Table as per clause 1.1 of the RFP, which can be downloaded, till the last date and time of submission of Proposal. However, to participate in the online bidding process, the Bidders are required to pay cost of RFP document through NEFT or RTGS only as detailed out in Key Information Table as above.
- 1.2.5 In addition to this, the Bidder shall submit a non-refundable fee of Rs.5000/- + Taxes towards e-bid processing fee paid online through Debit/ Credit Card in favour of “**M/s ITI Limited**” using the online payment gateway.

1.3 Validity of the Bidder’s Registration and online submission instructions

1.3.1 The Bidders may note the following:

- (a) It shall be the sole responsibility of the Bidder(s) to keep the Registration valid up to the original/extended date of submission of bid.
- (b) Proposals can be submitted only during the validity of their registration on the e-Procurement portal of IRSDC.

1.3.2 IRSDC may issue addendum(s)/corrigendum(s) to the RFP documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on website <https://www.tenderwizard.com/IRSDC> at any time before the closing time of tender. The Bidders who have downloaded the RFP document from website must visit the website and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. It shall be the responsibility of the prospective registered the Bidders to check the web site for any such corrigendum/addendum at the time of closing time of the RFP and ensure that the Proposal submitted by them is in accordance with all the corrigendums/addendums. Suitable time extension (not less than 3 days beyond the date of last amendment) for submission of Proposals will be granted.

1.3.3 The Proposal shall be submitted online on or before the time as provided in the Key Information Table in clause 1.1 in the prescribed format given in the RFP document and the Proposals received online shall be opened at per the date prescribed in Key Information Table.

- 1.3.4 The Bidders cannot submit the Bid after the Bid Due Date and time of online submission of Proposal specified. Notwithstanding anything to the contrary contained herein or the RFP document, time being displayed on e-procurement portal of IRSDC (“Standard Time”) shall be final and binding on the Bidder. Proposals are required to be submitted online by the Bidders, only as per the Indian Standard Time (IST) and not the time as per their location/country.
- 1.3.5 The Bidders are advised to submit their online Proposals well before the Bid Due Date specified in Key Information Table provided under clause 1.1 of the RFP Document. IRSDC shall not be responsible for any delay in submission of online Proposal for any reason including server and technical problems.
- 1.3.6 The RFP Proposal shall be digitally signed by the Authorized Signatory of the Bidder & submitted “on-line” only. The authorised signatory of the Bidder (**“Authorised Signatory”**) must be in possession of Power of Attorney before submitting the digitally signed bid. Scanned copies of various documents can be prepared in different file format (PDF, JPEG). The Bidders can upload a single file of size 5 MB only but they can upload multiple files.
- 1.3.7 Mandatory Documents like Technical proposal documents and various Appendices shall only be visible after the Bidder has submitted the Tender Processing Fee. After submission of Tender Processing Fee, the Mandatory documents shall be downloaded, filled up and then uploaded to the tender wizard website of IRSDC.

1.4 Brief description of Bidding Process

- 1.4.1 The Authority has adopted a single-stage two-step process (collectively referred to as the "Bidding Process") for selection of the Bidder for award of the Project. The Authority will follow an online tendering process wherein Bidders are required to upload their submissions at the specified website (Please refer to Key Information Table notice as per clause 1.1 of the RFP document), in addition to requirements of physical submission of earmarked documents in original at the designated office of the Authority in accordance with the provisions of this RFP. It shall be mandatory for the Bidders to get their firm/ company registered with the e-procurement portal i.e. <https://www.tenderwizard.com/IRSDC> to obtain user ID and password, in accordance with the procedure specified in the clause 1.2 of the RFP document, in order to participate in this RFP. The first step of the process involves qualification (the “Qualification”) of interested parties (the "Bidders") who submit a Technical Bid in accordance with the provisions of

this RFP. At the end of this step, the Authority expects to announce a list of suitable qualified Bidders (the "Qualified Bidders") based on the evaluation of their Technical Proposals. For avoidance of doubt, it is hereby clarified that only those Bids are identified as 'responsive' and thereafter which are adjudged as qualified at the Qualification Stage, as per the terms of this RFP, shall be opened and evaluated at the Bid Stage. In the second and final step of the Bidding Process, the Financial Bids of only technically Qualified Bidders shall be opened and the bidder with highest combined score shall be declared successful bidder provided Financial Proposals are complete in all respects, unconditional, and submitted in accordance with the terms of this RFP.

- 1.4.2 The evaluation of the technical bids shall be done based on various documents submitted by the bidder, as per the minimum eligibility criteria defined in clause 2.2.2 and as per the method of evaluation stipulated in clause 3.1. In the second stage, a financial evaluation will be carried out as specified in Clause 3.2 and Bidders will finally be ranked according to their combined technical and financial scores as specified in Clause 3.2.
- 1.4.3 Bidders would be required to furnish the information specified in this RFP. Financial Bids of only those Bidders whose Technical Bids are deemed qualified by the Authority as per the terms of this RFP shall be considered for evaluation. The Bidders are advised to visit the location and familiarize themselves with the Project before submitting their bid proposals.
- 1.4.4 Bidders are called upon to submit their financial offers (the "**Financial Bids**") in respect of the Project, in accordance with this RFP (Volume I and Volume II) and other documents provided by the Authority (collectively the "**Bidding Documents**"). The RFP document shall be available online on the Authority's website and can be downloaded until the date and time as mentioned in the Key Information Table, in the Key Information table in clause 1.1. However, to participate in the online qualification process, prior to making an Application, the Bidder shall pay to IRSDC, a non-refundable sum as the cost of the RFP process through NEFT or RTGS only in IRSDC's account in accordance with the details provided in the Key Information Table at Clause 1.1 of RFP. The Financial Bid shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date.
- 1.4.5 In terms of this RFP, a Bidder will be required to deposit, along with its Bid, a bid security (the "**Bid Security**"), which is refundable not later than 180 days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement. The Bid shall be summarily rejected if it is

not accompanied by the Bid Security. The Bidders shall provide the bid security through electronic transfer of the amount of Bid Security in the account of IRSDC through RTGS/NEFT as mentioned in the Key Information Table at Clause 1.1 of RFP. The amount of bid security and the account details of the bidder is provided in the Key Information Table at Clause 1.1 of RFP.

- 1.4.6 Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project including implementation thereof.
- 1.4.7 As part of the Bidding Documents, the Authority has provided a draft Agreement in Volume-II of the RFP and Appendix-IV consisting of the Brief Information about the project prepared by the Authority/ its consultants and other information pertaining/ relevant to the Project available with it. The Authority request the bidders to undertaken their own due diligence and do not rely completely on the project information provided by the Authority before preparation and finalisation of their proposal.
- 1.4.8 Financial Bids for the Project will be evaluated on the basis of the lowest station facility management fee (the "**Management Fee**"), expressed as a percentage of Adjusted Profit as defined in the Agreement, required by a Qualified Bidder for operating the Project. The adjusted profit ("**Adjusted Profit**") can be defined as Station Revenues inclusive of any/all of Sub-licensing Revenue and Shared Station Revenue less total O&M Expenses (as defined in the Agreement) and shall be exclusive of any compensation for Key Personnel (as defined in the Agreement). The Agreement Period is pre-determined and is indicated in the draft Agreement forming part of the Bidding Documents. The payment to the Facility Manager by Authority on account of Management Fee as per the conditions of the Agreement would be made in Indian Rupees only and the Authority will not bear any foreign exchange risk. The Management Fee shall constitute the sole criteria for evaluation of Financial Bids.
- 1.4.9 The Facility Manager shall be entitled to collect user fee from users of the Project on behalf of the Authority as per the provision of the Agreement and shall be entitled to receive payment for its services in the form of Management Fee (fixed as a percentage of Adjusted Profit).
- 1.4.10 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.11.3 of the RFP.

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope of Technical Bids

2.1.1 The Authority wishes to receive Technical Bids (or Technical Proposal) for Qualification in order to short-list established and renowned integrated facility management-cum-property management group as Qualified Bidders.

2.1.2 Financial Bids of only Qualified Bidders will be considered by the Authority.

2.2 Eligibility of Bidders

2.2.1 (a) The Bidder can be a sole entity (a natural person or private entity) or a Consortium of firms in response to this RFP. A consortium of maximum 3 (three) entities shall be permitted to bid for the Project. In case the Bidder consists of a consortium of more than one entity, the Parties shall agree that the Lead Member shall act on behalf of the Member(s) (“**the member(s)**”) of the consortium in exercising all the Selected Bidder’s rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority. In case of a Consortium, the combined technical capacity and financial capacity of the members of Consortium should satisfy the above conditions of eligibility;

(b) A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the value of the Bid Security, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal, (the “**Damages**”) without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(i) The Bidder, its consortium member or Associate (or any constituent thereof) and any other Bidder, its consortium member or its

Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Associate (or any shareholder thereof having a shareholding of not more than 25% (twenty five percent) of the paid up and subscribed capital; of such Bidder, its consortium member or Associate, as the case may be) in the other Bidder, its Associate, as the case may be, is not more than 25% (twenty five percent) of the paid up and subscribed capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2A(72) of the Companies Act, 2013. For the purposes of this Clause 2.2.1 (b), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the **“Subject Person”**) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) (such Bidder or its consortium member receives or has received any direct or indirect subsidy from any other Bidder, its consortium member, its Associate or has provided any such subsidy to any other Bidder; or
- (iii) such Bidder, its consortium member, has the same legal representative for purposes of this Bid as any other Bidder; or
- (iv) such Bidder has a relationship with another Bidder, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (v) such Bidder, its consortium member, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

(c) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its consortium member, or any Associate thereof, as the case may be, in any manner for matters related to or incidental to this Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Management Agreement. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its consortium Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP.

2.2.2 Bidder shall be deemed to have fulfilled the Minimum Eligibility Criteria (the “**Minimum Eligibility Criteria**”) if on the Bid Due Date the Bidder fulfils the following criteria:

- (i) **Technical Capacity:** The Bidder shall be an integrated facility management cum property management group with an experience of undertaking facility management for at least 1 (one) Eligible Project. Ongoing Eligible Projects, wherein the bidder has successfully completed 3 years of facility management will also be considered.
- (ii) **Financial Capacity:** The Bidder shall have a minimum turnover of INR 150 crore (One hundred and Fifty) from Facility and Asset Management services in each of the 3 (three) financial years preceding the Bid Due Date.

The Eligible Project/s for the purpose of Technical Capacity would mean a facility like

(i) railway station, metro rail station, airport terminal, Inter-state bus terminal, multi-modal transport hub,

OR

(ii) Real estate development like IT/ITES park, retail mall, SEZs, educational institution and office building of minimum built up area of 10,00,000 (Ten lakh) square feet.

Such projects should have been managed/operated satisfactorily by the Bidder for any continuous period of 3 (three) years during the last 7 (seven) financial years preceding the Bid Due Date.

2.2.3 The Bidders shall enclose with its Bid, to be submitted as per the formats specified in clause 2.6.

2.2.4 The Bidder should submit a Power of Attorney as per the format specified under clause 2.6., authorising the signatory of the Bid to commit the Bidder. In case bidder submits proposal as the consortium of firms, Power of Attorney for Lead member of the consortium and Joint bidding Agreement shall also be submitted as per the formats and provisions of the RFP.

2.2.5 Any entity, which has been barred by the Central/ State Government, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid.

2.2.6 A Bidder/ should, in the last 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, nor been expelled from any project or contract nor have had any contract terminated for breach by such Bidder.

2.2.7 With regard to the foreign shareholding of a person in the Indian bidder entity, the following provisions shall apply:

(A) In case of persons from any country:

(i) Where, on the date of the Bid, not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is Controlled by persons resident outside India; or

(ii) if at any subsequent stage after the date of the Bid, there is an acquisition of not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital or Control, by persons resident outside India, in or of the Bidder or its Member;

In such case, then the Qualification of such Bidder or in the event described in sub clause (ii) above, the continued Qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final, conclusive, and binding on the Bidder.

(B) The holding or acquisition of equity or Control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or Control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 or any substitute thereof, as in force on the date of such acquisition.

(C) The non-resident Bidders/Bidders from other countries/Bidders having any foreign investment/ holding shall be required to comply with applicable

foreign exchange rules and regulations including but not limited to Foreign Exchange Management Act, 1999.

(D) The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.2.8 In assessing the fulfilment of Minimum Eligibility Criteria by the Bidder as per Clause 2.2.2, the experience of their respective Associates would also be eligible hereunder.

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

2.2.9 The following conditions shall be adhered to while submitting a Bid:

- (i) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (ii) information supplied by a Bidder must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms.; and
- (iii) in responding to the Technical Bid submissions, Bidders should demonstrate their capabilities in accordance with Clause 3.1 below.

2.3 Site visit and verification of information

Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, market demand, location, surroundings, climate, applicable laws and regulations, and any other matter considered relevant by them.

2.4 Acknowledgement by Bidder

2.4.1 It shall be deemed that by submitting the Bid, the Bidder has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authority;

(c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.3 above; and

(d) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.4.2 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.5 Right to accept or reject any or all Bids

2.5.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or 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 thereof.

2.5.2 The Authority reserves the right to reject any Bid 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.
- (c) misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If the Bidder is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Financial Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:

- (i) invite the remaining Qualified Bidders to match or lower their Financial Bid submitted by the highest Bidder and upon the agreement by the next highest bidder, LOA shall be issued in its favour in accordance with the RFP; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

- 2.5.3 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the Project thereby awarded by the Authority, that one or more of the 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 Facility Manager either by issue of the LOA or entering into of the Agreement, and if the Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder.
- 2.5.4 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

B. DOCUMENTS

2.6 Contents of the RFP

This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.8.

Volume I: Invitation for Bids

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Criteria for Evaluation
- Section 4. Fraud & Corrupt Practices
- Section 5. Pre -Bid Conference
- Section 6. Miscellaneous

Appendices:

Appendix-I: Technical Proposal Forms

- Form-1: Letter Comprising Technical Bid
- Form-2: Minimum Eligibility of the Bidder
- Form-3: Technical Capacity of the bidder
- Form-4: Details of the Eligible projects

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- Form-5: Detailed Proposal for Station Improvement
 - Form-6: Approach and Methodology for undertaking Station Facility Management
 - Form-7: Financial Capacity of the bidder
 - Form-8: Statement of the Legal Capacity
 - Form-9: Special Power of Attorney for Authorised Representative
 - Form-10: Power of Attorney for Lead Member of the Consortium
 - Form-11: Joint Bidding Agreement executed by the members of the Consortium
 - Form-12: Details of the Bidder
 - Form-13 Self-Evaluation Checklist

Appendix-II: Financial Proposal Forms

- Form-1: Letter Comprising Financial Bid

Appendix-III: List of Documents to be submitted physically in original hard copy

1. Original Special Power of Attorney for Authorised Signatory
2. Original Power of Attorney for Lead Member of the Consortium
3. Original Joint Bidding Agreement executed by the members of the consortium

Appendix-IV: Brief Details about the Railway Station

Volume II: Draft Management Agreement (including Annexures)

2.7 Clarifications

- 2.7.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with Key Information Table at Clause 1.1 of RFP. They should send in their queries before the date specified in the schedule of Bidding Process contained in Key Information Table as per clause 1.1 of the RFP. 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 Authority shall endeavour to forward all the queries and its responses thereto, to all participants of the Pre-bid Conference through electronic mail, without identifying the source

of queries. The same will also be uploaded on the website of the Authority as mentioned in the Key Information Table.

2.7.2 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.

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

2.8 Amendment of RFP

2.8.1 At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.8.2 Interested Parties are advised to regularly check for updates on the website <https://www.tenderwizard.com/IRSDC> for any Addenda issued by the Authority.

2.8.3 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

2.9 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by 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 Bid, the English language translation shall prevail. Translations, if any, shall be accompanied by certification from a qualified translator.

2.10 Format and signing of Bids

2.10.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection. The Bidder shall provide all the information/documents sought under this RFP and upload the same on the portal specified in the Key Information Table as a part of its online submission of Bid as well as by way of physical submission of original copy of the information/documents comprising the Bid as per the requirements under Appendix III to the Authority, on or prior to the Bid Due Date. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects, as well as digitally signed by the bidder's authorised representative of the sole firm or Authorised Signatory of the Lead Member, in case of consortium. wherever required for online submission. In the event of any discrepancy between the documents comprising the online submission and the physical submission to the Authority, the online submission shall prevail.

2.10.2 The Technical Bid and its copies 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 Bids shall be initialled by the person(s) signing the Bid. The Technical Bid shall contain page numbers.

2.11 Sealing and Marking of Bids

2.11.1 The Bidder shall submit the Technical Bid in the format specified at Appendix-I. The Bidder shall submit the Financial Bid only online in the format specified at Appendix – II.

2.11.2 The documents other than the Financial Bid shall be marked as "Enclosures of the Bid" and to be submitted as per the list provided in Appendix-III. The Bidder shall also upload the scanned version of the documents comprising the Enclosures of Bid (digitally signed wherever required) on the www.tenderwizard.com/IRSDC portal. These documents shall include as given below:

- (i) Power of Attorney for signing the Bid as per the format at Appendix-III;

2.11.3 The envelope containing the Enclosures of the Bid shall be addressed to:

DESIGNATION:	Managing Director & Chief Executive Officer
ADDRESS:	Indian Railway Stations Development Corporation Ltd, 4 th Floor, Palika Bhawan, Sector-13, R.K.

	Puram, New Delhi – 110066, Tel. : +91-11-24672718, 2467219 & 24672723 FAX No.: +91-11- 24672720
E-Mail ID:	info@irsdc.co.in

2.11.4 In case of hard copy submission, 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.

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

2.12 Bid Due Date

2.12.1 Bids should be submitted online before the time of submission as given Key Information Table as per the Clause 1.1 of the RFP document. The hard copy of the documents as per Appendix-III should be submitted on or before the date and time specified in Key Information Table as per clause 1.1 of the RFP in the designated Tender Box provided at the address provided in Clause 2.11.3 in the manner and form as detailed in this RFP.

2.12.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.8 uniformly for all Bidders.

2.13 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. In this regard, bidders are requested to submit their proposals well in advance and not wait until the last day of submission of time. The Authority shall not entertain any request from bidders for submission of proposals, which could not be submitted due to last minute problems related with Internet speed or malfunctioning of the concerned website.

2.14 Modifications/ substitution/ withdrawal of Bids

2.14.1 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 Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.14.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.14, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

2.14.3 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.

D. EVALUATION PROCESS

2.15 Opening and Evaluation of Technical Bids

2.15.1 The Authority shall open the Technical Bids at the time and place specified as per Key Information Table given in Clause 1.1 of the RFP and in the presence of the Bidders who choose to attend.

2.15.2 Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.14 shall not be opened.

2.15.3 The Authority will subsequently examine and evaluate Technical Bids in accordance with the provisions set out in Section 3.

2.15.4 Bidders are advised that qualification of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

2.15.5 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if any Project is subsequently awarded to it under the Bidding Process on the basis of such information.

2.15.6 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.

2.15.7 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from evaluation of Technical Proposal of such Bidder.

2.15.8 In the event that a Bidder claims credit for an eligible project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude relevant project from evaluation of Technical Proposal of such Bidder. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid and/ or Bid in accordance with the provisions of Clauses 2.5.

2.16 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Qualified 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 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..

2.17 Tests of responsiveness

2.17.1 Prior to evaluation of Technical Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of the RFP. A Technical Bid shall be considered responsive only if:

- (a) it is received as per formats provided under Appendix-I with scanned versions of the same uploaded on the portal;
- (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.12.1;
- (c) it is signed, sealed, and marked as stipulated in Clause 2.11;
- (d) it is accompanied by the Power of Attorneys and Joint bidding Agreement as specified in Clause 2.2.4 ;
- (e) it contains all the information (complete in all respects) as requested in this RFP;
- (f) it contains information in formats same as those specified in this RFP;

-
- (g) it is accompanied by the Bid Security;
 - (h) the scanned version of the original copies of all the documents as specified in clause 2.11.2 (Enclosures of Bid) including Bid Security, A copy of the RFP (Volume I and volume II) with each page initialled by Authorised Representative of the Bidder, RFP Document Fee and Power(s) of Attorney have been up-loaded on the e-tendering portal of IRSDC by the date and time specified in this RFP, digitally signed wherever required;
 - (i) the hard copy of the Bid/ enclosures of bid as specified in Appendix-III has been duly submitted by Bid Due Date at address specified in 2.11.3;
 - (j) it does not contain any condition or qualification; and
 - (l) it is not non-responsive in terms hereof.

2.17.2 The Authority reserves the right to reject any Technical 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.

2.18 Clarifications

- (i) To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing.
- (ii) If a Bidder does not provide clarifications sought under Sub-Clause (i) above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

E. QUALIFICATION AND BIDDING

2.19 Qualification and notification

After the evaluation of Technical Bids, the Authority would announce a list of short-listed Qualified Bidders (Bidders) whose Financial Bids will be eligible to be taken up by the Authority for consideration. At the same time, the Authority would notify the other Bidders that they have not been short-

listed. The Authority will not entertain any query or clarification from Bidders who fail to qualify.

2.20 Opening of Financial Bids

The Qualified Bidders will be asked to attend the opening of the Financial Bids at a venue and time notified by the Authority.

2.21 Proprietary data

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

2.22 Correspondence with the Bidder

The Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid. 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.

F. BID SECURITY

2.23 Bid Security

2.23.1. The Bidder shall furnish as part of its Bid, a Bid Security; the amount of bid security and the account details of the bidder is provided in the Key Information Table at Clause 1.1 of RFP.

2.23.2. The Bidders shall specify in Appendix-I (Letter comprising the Bid), the UTR (Unique Transaction Reference) No. issued by the Bank in respect of online RTGS/NEFT transaction of transfer of requisite funds against Bid Security in the aforesaid account of IRSDC. It is clarified that the Bid Security shall be paid/ deposited only in Indian Rupees. Any refund of Bid Security shall also be in Indian Rupees and the Authority will not bear any foreign exchange risk.

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

2.23.4. Bid Security 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 90 (ninety) days from the Bid Due Date. The Bid Security will be refunded 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.

2.23.5. The Selected Bidder's Bid Security will be returned, without any interest, upon the Facility Manager signing the 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 Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Agreement.

2.23.6. The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter-alia in any of the events specified in Clause 2.23.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, 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 the RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.23.7. The Bid Security 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 Agreement or otherwise, under the following conditions:

- a) If a Bidder submits a non-responsive Bid;
- b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;

-
- c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder (s) and the Authority;
 - d) In the case of Selected Bidder, if it fails within the specified time limit -
 - i) to sign and return the duplicate copy of LOA;
 - ii) to sign the Agreement; or
 - iii) to furnish the Performance Security within the period prescribed therefor in the Agreement; or
 - e) In case the Selected Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.

G. PERFORMANCE SECURITY

2.24 Performance Security

- a) Within 15 days of issue of the (LOA) Letter of Award by the Authority, the successful Bidder shall furnish to the Authority a Performance Security in the form of Bank Guarantee, on the format provided at Schedule-11 of the Management Agreement, from a Scheduled Indian Bank acceptable to the Authority for an amount equal to as specified in the Key Information Table under clause 1.2.6 of the RFP.
- b) The above Bank Guarantee shall be kept valid for the stipulated contract /assignment period plus three months. In case of extension of the assignment period /contract period, the validity of the above bank guarantee shall be suitably extended three months beyond the extended completion period.
- c) No payment under the contract shall be made to the Bidder before receipt of performance security.
- d) Failure of the successful Bidder to furnish the required performance security shall be a ground for the annulment of the award of the Contract and they will be debarred from participating in further Bidding for the same work with the Authority.
- e) The Performance guarantee can also be procured through electronic transfer of the prescribed amount through NEFT / RTGS to the account of the Authority as per the details provided in the Key Information Table as per clause 1.1 of the RFP. Alternatively,

an option of procuring Performance Security in the form of an FDR will also be permissible.

3. CRITERIA FOR EVALUATION

3.1 Evaluation – Technical Bid

3.1.1 Only those Bidders who meet the Minimum Eligibility Criteria specified in Clause 2.2.2 above shall qualify for evaluation under this Section 3. The Technical Bids of firms who do not meet these criteria shall be rejected.

3.1.2 The Bidder's competence and capability is proposed to be established through the Technical Score it is able to obtain based on the following scoring system:

Technical Scoring Parameter	Score														
<p>i. Facility Management Experience</p> <p>1) Cumulative total built-up area (million sq. ft.) under facility management</p> <table border="1" data-bbox="336 1043 1267 1350"> <thead> <tr> <th>Cumulative total built-up area (million sq. ft.) under facility management during 3 (three) financial years preceding the Bid Due Date</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>>1-5</td> <td>05</td> </tr> <tr> <td>>5-15</td> <td>10</td> </tr> <tr> <td>>15-35</td> <td>15</td> </tr> <tr> <td>>35</td> <td>20</td> </tr> </tbody> </table> <p>2) Experience of facility management of Eligible Projects in the transport sector</p> <table border="1" data-bbox="336 1514 1267 1615"> <thead> <tr> <th>Experience of facility management of Eligible Projects in the transport sector during the last 7 (seven) financial years preceding the Bid Due Date.</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td><i>The Eligible Project/s for the purpose of this Project would mean a facility like railway station, metro rail station, airport terminal, Inter-state bus terminal, multi-modal transport hub</i></td> <td>5</td> </tr> </tbody> </table>	Cumulative total built-up area (million sq. ft.) under facility management during 3 (three) financial years preceding the Bid Due Date	Score	>1-5	05	>5-15	10	>15-35	15	>35	20	Experience of facility management of Eligible Projects in the transport sector during the last 7 (seven) financial years preceding the Bid Due Date.	Score	<i>The Eligible Project/s for the purpose of this Project would mean a facility like railway station, metro rail station, airport terminal, Inter-state bus terminal, multi-modal transport hub</i>	5	<p>25</p>
Cumulative total built-up area (million sq. ft.) under facility management during 3 (three) financial years preceding the Bid Due Date	Score														
>1-5	05														
>5-15	10														
>15-35	15														
>35	20														
Experience of facility management of Eligible Projects in the transport sector during the last 7 (seven) financial years preceding the Bid Due Date.	Score														
<i>The Eligible Project/s for the purpose of this Project would mean a facility like railway station, metro rail station, airport terminal, Inter-state bus terminal, multi-modal transport hub</i>	5														
<p>ii. Commercial Leasing Experience</p> <p>(including sale, acquisition and leasing of commercial and retail space)</p> <p>1) Transaction experience with Government entities in leasing out commercial space, where letter of award has been issued to</p>	<p>25</p>														

<p>successful bidder</p> <table border="1"> <thead> <tr> <th>Number of transactions in last 10 years</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>>=5-10</td> <td>2</td> </tr> <tr> <td>>10-20</td> <td>5</td> </tr> <tr> <td>>20-30</td> <td>8</td> </tr> <tr> <td>>30</td> <td>12</td> </tr> </tbody> </table> <p>2) Total commercial space (million sq. ft.) lease/license/transaction</p> <table border="1"> <thead> <tr> <th>Cumulative commercial space (million sq. ft.) leased out in 3 (three) financial years preceding the Bid Due Date</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>>1-3</td> <td>2</td> </tr> <tr> <td>>3-6</td> <td>5</td> </tr> <tr> <td>>6-10</td> <td>8</td> </tr> <tr> <td>>10</td> <td>13</td> </tr> </tbody> </table>	Number of transactions in last 10 years	Score	>=5-10	2	>10-20	5	>20-30	8	>30	12	Cumulative commercial space (million sq. ft.) leased out in 3 (three) financial years preceding the Bid Due Date	Score	>1-3	2	>3-6	5	>6-10	8	>10	13	
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<p>v. Approach & methodology for undertaking Station Facility Management</p> <p>The approach and methodology should cover:</p> <ul style="list-style-type: none"> • Technical Approach and Methodology including Business Plan covering : 	20																				

<ul style="list-style-type: none"> • Capital improvement plan (low cost high impact items for customer experience maximization) • Revenue maximization plan • Cost optimization plan • Risk mitigation plan • Passenger safety & environment friendly measures <ul style="list-style-type: none"> • Overall work plan • Organization and Staffing 	
TOTAL	100

The Presentation will be evaluated by a Technical Committee to be formed by the Authority and shall consist of senior members drawn from IRSDC, Railways and Sector experts appointed at the discretion of the Authority.

3.2 Evaluation – Financial Bid

3.2.1 A Bidder has to achieve a minimum Technical Score of 70 in order to be declared a Qualified Bidder and be eligible for evaluation of Financial Bids. However if there are less than three qualified bidder for opening of financial bids, Authority at its discretion may qualify bidder with technical score less than 70 but above 60 also for opening of financial bids so as to have minimum three qualified bidders for opening of the financial bids.

3.2.2 The Financial Bid will be evaluated on the basis of the Station Facility Management Fee (as a percentage of Adjusted Profit as defined in Agreement) as quoted by the Qualified Bidders. The Financial Scores of the Qualified Bidders shall be determined as per the criteria mentioned below. After evaluation of the technical bid as per the stipulated method, the score of the bidder in technical bid evaluation (St) shall be arrived at. The financial score of a bidder shall be worked out as per the following formula:

$$S_f = 100 \times F_m / F$$

Where

S_f is the financial score of a bidder

F_m is the lowest price received in bidding

F the total quoted price of the bidder

3.2.3 The Project shall be awarded to the Qualified Bidder achieving the highest Combined Score, (“Combined Score”). The combined score of a bidder, which shall be the deciding factor in award of the work, shall be worked out as under:

$$\text{Combined Score} = S_t \times 0.70 + S_f \times 0.30$$

Where, St & Sf are the technical and financial scores of a bidder. Bidder with the highest combined score (the “Highest Bidder”) shall be considered for the award of the work. The remaining Qualified Bidders shall be kept in reserve, in accordance with the process specified in the RFP. If for some reason, Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to invite the remaining Qualified Bidders to match or lower their Financial Bid with the bid submitted by the highest Bidder. Upon the agreement by the next highest bidder, LOA shall be issued in its favour in accordance with the RFP; or if none of the other Qualified Bidders lower or match the lowest financial Bid of their higher Bidder, the Authority may, in its discretion, invite fresh Bids from all Qualified Bidders or annul the Bidding Process, as the case may be.

3.3 Details of Experience

- 3.3.1 The Bidder should furnish the details of experience required to fulfil the Minimum Eligibility Criteria as per Clause 2.2.2 and for the purpose of Technical Evaluation as per Clause 3.1.
- 3.3.2 The Bidders must provide the necessary information relating to fulfilment of Minimum Eligibility Criteria as per format at Form-2 of Appendix-I.

3.4 Financial information for purposes of evaluation

- 3.4.1 The Technical Bid must be accompanied by the Audited Annual Reports of the Bidder for the last 3 (three) financial years, preceding the year in which the Bid is made.

3.5 Short-listing of Bidders

The credentials of eligible Bidders shall be measured in terms of their meeting the Minimum Eligibility Criteria and achieving a minimum Technical Score of 60 as per the evaluation criteria given in Clause 3.1.2.

3.6 Selection of Bidder

- 3.6.1. The Authority shall notify the bidder, who achieves the highest Combined Score, as successful bidder, in writing by Registered Letter/Courier/Speed Post/Fax or per bearer that their bid has been accepted as successful bid and shall issue a letter of acceptance (LOA). Such bidder shall be declared as the selected Bidder (the “**Selected Bidder**”). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all Qualified Bidders to submit fresh Bids hereunder.

3.6.2. In the event that two or more Qualified Bidders achieve the same Combined Score (the "**Tie Bidders**"), the Authority shall identify the Selected Bidder by inviting the Tie Bidder submitting the lower Financial Bid.

3.6.3. 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 Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

3.6.6. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Facility Manager to execute the Agreement within the period prescribed in Key Information table in the RFP. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

3.7. **CONTACTS DURING BID EVALUATION**

3.7.1. 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.

3.8. **NEGOTIATION**

3.8.1 The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Bidder under this RFP. Issues such as deployment of key personnel, understanding of the RFP, methodology and quality of the business plan shall be discussed during negotiations. In case the Selected Bidder fails to reconfirm its commitment, IRSDC reserves the right to reject the proposal.

4. Fraud and corrupt practices

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority shall reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder 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.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove, if a Bidder 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, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder 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, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the 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 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); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the 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 Bidding Process;
- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. Pre-Bid Conference

- 5.1 A Pre-Bid Conference of the interested parties shall be convened at the designated date, time and place as specified in the Key Information Table at Clause 1.1 of RFP.
- 5.2 During the course of Pre-Bid Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. A site visit shall be conducted on the date of Pre Bid Meeting. The Authority shall endeavour to provide clarifications on those queries received prior to the date specified in Key Information Table as per clause 1.1 of the RFP and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 5.3 Bidders shall authorise not more than two representatives to attend the Pre-bid Conference, who should carry authorisation letter with them signed by their Authorised signatory of the firm.

6. Miscellaneous

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 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 Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - (d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 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 herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

APPENDIX-I: TECHNICAL PROPOSAL FORMS

Form-1

Letter Comprising the Technical Bid

(On the Letter Head of Sole Firm/Lead Member in case of Consortium)

Dated:

To,
The Managing Director and Chief Executive Officer,
Indian Railway Stations Development Corporation Ltd,
4th Floor, Palika Bhawan, Sector-13, R.K. Puram,
New Delhi – 110066

Sub: Bid for Management of ----- Railway Station at -----

Dear Sir,

- 1 With reference to your RFP document dated _____ 2017, I/we, _____, _____ and _____, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. All information provided in the Bid and in Forms-1 to Form-8 is true and correct and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as the Facility Manager for the operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/ 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, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/ We declare that:

-
- (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.
 - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(b) and 2.2.1(c) of the RFP document; and
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 6.2 of the RFP document.
9. I/ We believe that we meet all the requirements as specified in the RFP document and are/ is qualified to submit a Bid.
10. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
13. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP; we shall intimate the Authority of the same immediately.

14. The Statement of Legal Capacity, Power of attorney for Authorised Representative for signing of Bid, Power of Attorney for Lead member of the consortium and Joint Bidding Agreement (*strike off whichever is not applicable*) between the members of the consortium are being submitted duly sealed and signed and as per the formats provided in the RFP, is also enclosed.
15. I/ We understand that the selected Bidder shall be an existing Company incorporated under the Indian Companies Act, 1956/2013.
16. 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 in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
17. I/ We agree and undertake to abide by all the terms and conditions of the Bidding Documents.
18. I/We undertake to hire qualified and trained personnel for operation and maintenance of the project in conformity with the provisions of the Agreement.
19. I/We hereby submit our Financial Bid in the prescribed format uploaded on the e-tendering portal of IRSDC for undertaking the aforesaid Project in accordance with the Bidding Documents.
20. I/We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP

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

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place:

Name and seal of the Bidder

Form-2 MINIMUM ELIGIBILITY OF THE BIDDER

The Bidder shall provide details of only those Eligible Projects that have been undertaken by the Bidder and in case of Consortium, by Members of Consortium, under its own and/ or by an Associate specified in Clause 2.2.2 of the RFP.

Minimum Technical Capacity	
<i>Name of the project and location</i>	
<i>Name of the Client, Address and details of the Nodal person of the client</i>	
<i>Commencement date and period of operations of the project</i>	
<i>Size of the Project (in Sq. m) and area of associated components of the project</i>	
<i>Management Fee Received (year-wise during the project) (Rs. Crore)</i>	
<i>Details of Associated consultants and team involved in the project</i>	
<i>Narrative description of the project</i>	
<i>Description of Actual services provided by the bidder firm</i>	

Minimum Financial Capacity	
<i>Year</i>	<i>Turnover of firm from facility and asset management services (INR Crores)</i>
<i>2014-15</i>	
<i>2015-16</i>	
<i>2016-17</i>	

Financial Turnover Certificate from the Statutory Auditor

This is to certify that..... (Name of the Bidder) has received the payments shown above against the respective years on account of professional fees.

(Signature, name and designation of the authorised signatory)

Date: Name and seal of the audit firm:

Important Instructions for the bidders:

- 1. The bidder shall provide copy of completion certificates and other supporting documents from clients for verification of the details in the format below which may include Letter of Award, Completion certificate, payment received certificate, copy of agreement with the project client etc.*
- 2. Additional certificates from Statutory Auditor shall be submitted, which can certify the year-wise Management fee for the eligible projects received within the duration of the project.*
- 3. For providing details of additional Eligible Projects, separate sheets shall be used as above.*

The Financial Turnover certificate shall be certified, signed and sealed by the Statutory Auditor of the bidder. The audited balance sheets for the last three financial years shall also be attached.

Form-3
TECHNICAL CAPACITY OF THE BIDDER

<i>Sr. No.</i>	<i>Name of the Project</i>	<i>Name, address and type of client (Govt./Pvt.)</i>	<i>Built-up Area under Facility management (in million Sq. ft.)</i>	<i>Management Fee received by the Bidder (Rs. Crore)</i>	<i>Date of Commencement</i>	<i>Sector related with the project e.g. transport, real estate etc.</i>	<i>commercial space (million sq. ft.) let and acquired for leasing</i>	<i>Additional information as applicable to the project</i>	<i>Details of commercial leasing transactions with the Govt. entity.</i>	<i>Remarks</i>
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1										
2										
n										

Important Instructions for the bidders:

1. *The eligible projects list and other details shall be provided by the bidder.in the format as per Form-3.*
2. *Bidders are expected to provide information in respect of each project against which experience is being claimed under this technical experience category.*
3. *A separate sheet should be filled for providing details of all eligible additional projects.*
4. *Provide details of projects that have been undertaken by the Bidder under its own and/ or by an Associate specified in Clause 2.2.2 of the RFP*

Form-4
DETAILS OF THE ELIGIBLE PROJECTS

<i>Name of the project and location</i>	
<i>Size of the project (Area (sq ft.) and important components/scope of work for the project)</i>	
<i>Name of the Client, Address and details of the representative of the client</i>	
<i>Area under facility management (Sq. ft.)</i>	
<i>Management Fee received by the Bidder (Rs. Crore) for the project (Rs Crore)</i>	
<i>Start date and completion date of the project</i>	
<i>Details of Associated consultants and team involved in the project</i>	
<i>Narrative description of the Overall project</i>	
<i>Description of Actual services provided by the bidder firm with regard to the Facility management scope of work</i>	
<i>Description of Actual services provided by the bidder firm with regard to the Commercial leasing scope of work</i>	
<i>Description of other services provided by the project</i>	

Important Instructions for the bidders:

1. Use separate sheet for each Eligible Assignment.
2. Maintain the same order of projects as provided in Form-3 of the bid proposal.
3. As a documentary evidence, attach a copy of work order / client certificate / Agreement signed with the client and copy of completion certificate issued by the client/SA certificate.

Form-5

DETAILED PROPOSAL FOR STATION IMPROVEMENT

Detailed station performance improvement plan for first 5 months, 9 months and 12 months and subsequently for every 6 months until the terms of the contract.

The proposal should consist of conceptual design and drawings for any necessary repair, reconstruction, reinstatement, replacement, improvement or delivery of the Station Assets and Project Utilities.

Form-6
APPROACH AND METHODOLOGY FOR UNDERTAKING
STATION FACILITY MANAGEMENT

The bidder shall provide the detailed Approach and Methodology to carry out station facility management along with the detailed Work plan and Organisation and Staffing arrangements.

a) Technical Approach and Methodology. Bidder should explain understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Bidder should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them.

The bidder should also explain the methodologies with regard to the following components:

- *Business Plan, including:*
 - *Capital improvement plan (low cost high impact items for customer experience maximization)*
 - *Revenue maximization plan*
 - *Cost optimization plan*
 - *Risk mitigation plan*
 - *Passenger safety & environment friendly measures*

b) Overall Work Plan. The main activities of the assignment, their content and duration, phasing and interrelations etc. shall be presented as the Work plan which shall be consistent with the proposal for station improvement and the Approach and Methodology provided as above.

c) Organization and Staffing. Bidder should propose the structure and composition of the project team, list the main disciplines of the assignment, the key expert responsible, proposed technical and support staff and team deployment schedule.

Form-7
FINANCIAL CAPACITY OF THE BIDDER

S. No.	Financial Year	Annual Turnover from Facility and Asset Management services (in Rs. Crores)
1	2014-15	
2	2015-16	
3	2016-17	
	Total	
(Average of Three Years)		
(Signature, name and designation of the authorized signatory) (Name and seal of the Bidder)		

Important Instructions for the bidders:

1. The bidder shall enclose with this Form , copies of audited Balance Sheet and Profit & Loss Statement stating its total revenues from operation during each of the last 3 (three) financial years as per the Table above.
2. A certificate from the Statutory Auditor certifying the turnover as per the Table above duly sealed and signed.
3. In case of consortium, each member of the consortium should furnish the form-7 separately.

Form-8
STATEMENT OF LEGAL CAPACITY

(To be forwarded on the letterhead of the Bidder)

Ref. Date:

To,
The Managing Director and Chief Executive Officer,
Indian Railway Stations Development Corporation Ltd,
4th Floor, Palika Bhawan, Sector-13, R.K. Puram,
New Delhi – 110066

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

We have agreed that (Insert individual's name) will act as our representative and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....



**Form-9
SPECIAL POWER OF ATTORNEY FOR AUTHORISED
REPRESENTATIVE**

Special Power of Attorney for signing of Application

(To be executed on Non Judicial Stamp Paper of appropriate value as prescribed by the Stamp Act of the respective State in which this document is executed (but not less than Rs.100) and duly notarized.)

Know all men by these presents, I/We, {.....} (insert name of the Bidder 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 my/our name and on my/our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of my/our Application for the **Selection of Facility Manager for Management of ----- Railway Station to the Indian Railways Stations Development Corporation Limited** (the " Authority") including but not limited to signing and submission of the Application and all other documents and writings, participate in Bidders' and other conferences and providing information/responses to the Authority, representing me/us in all matters before the Authority, signing and execution of all contracts including the Management Agreement and undertakings consequent to acceptance of our Application, and generally dealing with the Authority in all matters in connection with or relating to or arising out of my/our Application for the said Project and/or up on award thereof to me/us and/or till the entering into of the Management Agreement with the Authority.

AND whereby I/we agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by my/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 my/our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by me/us.

IN WITNESS WHERE OF WE,....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF.....2018.

Date:
Place:

For.....



(Signature, name, designation and address of person authorised by Board Resolution (in case of Bidder/Lead Member))

(Name, Title and Address of the Attorney)

(Notarised) Person identified by me/personally appeared Before me/ signed before me/ Attested /Authenticated* (*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date: _____

Witnesses:

- 1. 2.

Accepted

..... (Signature)

Notes:

1. 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.

2. The Power of Attorney should be duly supported with the enabling Board Resolutions of the executants. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Form-10
JOINT BIDDING AGREEMENT TO BE EXECUTED BY THE
MEMBERS OF THE CONSORTIUM

(To be executed on Non Judicial Stamp Paper of appropriate value as prescribed by the Stamp Act of the respective State in which this document is executed (but not less than Rs.100) and duly notarized.)

THIS JOINT BIDDING AGREEMENT is entered into on this the [date in words] day of [month in words] [year in „yyyy” format].

AMONGST

1. [Name of company], a company incorporated under the Companies Act, 1956 and having its registered office at [registered address] (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND,

2. [Name of company], a company incorporated under the Companies Act, 1956 and having its registered office at [registered address] (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND,

3. [Name of company], a company incorporated under the Companies Act, 1956 and having its registered office at [registered address] (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) 'Indian Railway Stations Development Corporation Limited' (hereinafter referred to as "IRSDC") established under Companies Act, 1956 with equity participation of IRCON International Limited (IRCON) and Rail Land Development Authority (RLDA), having its registered office at 4th, Floor, Palika Bhawan, Sector XIII, R.K.Puram, New Delhi - 110066 (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has intended to appoint an established integrated facility management-cum-property management group as Facility Manager for Management of the _____Railway station through the Request for proposal No. [number] dated [date].

- b) The Parties are interested in jointly bidding for the assignment 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 above assignment, 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 Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations: In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.
2. Consortium
 - a) The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the selection process for the Project.
 - b) 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 assignment, either directly or indirectly or through any of their Affiliates.
3. Covenants: The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, the Parties shall enter into a contract for providing services under the assignment with the Authority and for performing all obligations as the Facility Manager in terms of the agreement for the assignment.
4. Role of the parties: The Parties hereby undertake to perform the roles and responsibilities as described below:
 - a) Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the assignment and until the Term under the agreement;
 - b) Party of the Second Part shall be [role]; and
 - c) Party of the Third Part shall be [role]; and,
5. Joint and Several Liability: The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the assignment and in accordance with the terms of the RFP and the agreement, for the performance of the agreement.
6. Member in-charge: Without prejudice to the joint and severe liability of all the Parties, each Party agrees that it shall exercise all rights and remedies under the agreement through the Lead Member and the Authority shall be entitled to deal with such Lead Member as the representative of all Members. Each Party agrees and acknowledges that:
 - a) any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Lead Member on any matters related to the agreement shall be deemed to have been on its behalf and shall be binding on it. The Authority shall

- be entitled to rely upon any such action, decision or communication from the Lead Member;
- b) The Authority shall have the right to release payments solely to the Lead Member and the Authority shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;
 - c) any notice, communication, information or documents to be provided to the Bidder shall be delivered to the authorized representative of the Bidder (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.
7. Representation of the Parties: Each Party represents to the other Parties as of the date of this Agreement that:
- a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
 - b) The execution, delivery and performance by such Party of this Agreement has been authorised 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 Party 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 organisational documents thereof;
 - IV. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - V. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
 - c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.
- 8. Termination: This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Term under the agreement, in case the assignment is awarded to the Consortium. However, in case the Consortium is not selected for award of the Consultancy, the Agreement will stand terminated upon intimation by the Authority that it has not been selected and upon return of the Bid Security by the Authority.
- 9. Miscellaneous
 - i. This Joint Bidding Agreement shall be governed by laws of India. The Parties acknowledge and accept that this Agreement shall not be amended
 - ii. 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 & DELIVERED

For and on behalf of
MEMBER IN-CHARGE by:

[Signature]
[Name]
[Designation]
[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of
SECOND PART by:

[Signature]
[Name]
[Designation]
[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of
THIRD by:

[Signature]
[Name]
[Designation]
[Address]

In presence of:

1. [Signature, name and address of witness]

2. [Signature, name and address of witness]

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 or official seal of all members.
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.



**Form-11:
POWER OF ATTORNEY FOR LEAD MEMBER
OF THE CONSORTIUM**

(To be executed on Non Judicial Stamp Paper of appropriate value as prescribed by the Stamp Act of the respective State in which this document is executed (but not less than Rs.100) and duly notarized.)

Whereas the Indian Railway Stations Development Corporation Limited (“the Authority”) has intended to appoint an established integrated facility management-cum-property management group as Facility Manager for Management of the _____ Railway station through the Request for proposal No. [number] dated [date].

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

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____ having our registered office at _____, M/s. _____ having our registered office at _____, and _____ 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”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with



the 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 Development 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 2.....

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)

(Notarised)

Person identified by me/ personally appeared before me/ signed before me/Attested/ Authenticated*

(*Notary to specify as applicable)
(Signature, Name and Address of the Notary)
Seal of the Notary
Registration Number of the Notary
Date:_____

Notes:

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

Form-12

DETAILS OF THE BIDDER

- 1. General Information about the bidder**
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the headquarters and its branch office(s) in India:
 - (d) Date of incorporation and/ or commencement of business:

- 2. Detailed organisational profile of the Entity including services rendered, 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) Employer:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

- 4. Particulars of the Authorised Signatory of the Bidder:**
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

- 5. Particulars of the Bank Account of the Bidder for refund of Bid security:**
 - (a) Account Number:
 - (b) Name and Address of the Bank:
 - (c) IFSC Code:
 - (d) MICR Code:

- 6. 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 2.2.6(g) should be attached to the Application.

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

Appendix I

Annex-I

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

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

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

Name of Sole Firm/ member of Consortium:

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

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

[§] All provisions contained in curly parenthesis shall be suitably modified by the Bidder to reflect the particulars relating to such Bidder.

[£] or has been declared by the Authority as non-performer/blacklisted

Form-13 SELF-EVALUATION CHECKLIST

Sr. No.	Details of documents	Tick mark if applicable
1	Submission of RFP Processing Fee and Bid Security	
2	Technical Proposals submission	
(i)	Form-1 to Form-11 in the format provided in the RFP	
(ii)	Power of Attorney to Authorised Representative for Signing the bid	
(iii)	All financial turnover certificates and the payments received shall be certified by the bidders Statutory Auditor.	
(iv)	All the eligible assignments shall be accompanied by the supporting verifying documents including client certificates like LOA, contract documents, completion certificates. Assignments without the supporting verifying documents shall not be considered.	
(v)	Statement of Legal capacity shall be submitted	
3	Financial bid in the format provided in the RFP	

APPENDIX-II: FINANCIAL PROPOSAL FORM

Form-1

Letter Comprising the Financial Bid

(On the Letterhead of the Bidder)

To,
The Managing Director and Chief Executive Officer,
Indian Railway Stations Development Corporation Ltd,
4th Floor, Palika Bhawan, Sector-13, R.K. Puram,
New Delhi – 110066

Sub: Bid for Management of ----- Railway Station at -----

Dear Sir,

1. With reference to your RFP document dated, I/we, having examined the Bidding document and understood their contents, hereby submit my/our Proposal for the aforesaid Project. The Proposal is unconditional and unqualified.
2. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
3. I/ We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Proposal is not opened or rejected.
4. The percentage of Management Fee expressed as a percentage of Adjusted Profit calculated as defined in the Agreement, has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the project and all the conditions that may affect the project cost and implementation of the project.
5. I/ We hereby submit our Financial Bid and seek a **Management Fee of% [in words]** Exclusive of GST for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.
6. I/ We shall keep this offer valid for 120 (one hundred twenty) days from the Bid Due Date specified in the RFP.

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

Yours faithfully,

Date:

Place:

(Signature, name and designation of the Authorized Signatory)

Name and seal of the Bidder

APPENDIX-II: DOCUMENTS FOR PHYSICAL SUBMISSION

1. Original Special Power of Attorney for Authorised Signatory
2. Original Power of Attorney for Lead Member of the Consortium
3. Original Joint Bidding Agreement executed by the members of the consortium

APPENDIX-IV: BRIEF DETAILS ABOUT THE PROJECT