

Uttar Pradesh State Road Transport Corporation (UPSRTC)



Request for Qualification (RFQ)

Date: 09/08/2021

Development of Kanpur Central (Jhakarkati) bus terminal on Design Build Finance Operate and Transfer (DBFOT) basis

Project Proponent:

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1	Date of uploading of document	09/08/2021 on https://etender.up.nic.in
2	Last date of receiving clarifications	23/08/2021 (at 15:00 hrs) at email address: ppp.busstationup2017@gmail.com
3	Date of uploading of addendum/ corrigendum, if any	06/09/2021 on https://etender.up.nic.in
4	Bid submission date & place (the “Application Due Date”)	20/09/2021 (upto 15:00 hrs) on https://etender.up.nic.in
5	Opening of technical bid	20/09/2021 (15:30 hrs onwards)

All the days shall be counted on working days basis.

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The information contained in this Request for Qualification document (the “RFQ”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Uttar Pradesh State Road Transport Corporation (UPSRTC), or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.

This RFQ is not an agreement and is neither an offer nor invitation by the UPSRTC or its Consultants to the prospective Applicants or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in the formulation of their Application for qualification pursuant to this RFQ (the “Application”). This RFQ includes statements, which reflect various assumptions and assessments arrived at by the UPSRTC in relation to the Project[s]. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFQ may not be appropriate for all persons, and it is not possible for the UPSRTC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements and information contained in this RFQ may not be complete, accurate, adequate or correct. Each Applicant 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 RFQ and obtain independent advice from appropriate sources.

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UPSRTC, its employees or advisors also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFQ.

UPSRTC 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 RFQ.

The issue of this RFQ does not imply that the UPSRTC is bound to select and shortlist pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project(s) and UPSRTC reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the UPSRTC or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the UPSRTC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

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Section - 1: FINAL NOTICE INVITING TENDER



UP STATE ROAD TRANSPORT CORPORATION
 Parivahan Bhawan, 6, M.G. Marg, Tehri Kothi, Lucknow
 Phone 0522-2274250, 2621737 website: www.upsrtc.com

NOTICE INVITING TENDER
DEVELOPMENT OF BUS STATIONS ON PPP MODE

UPRTC offers development of premium Bus stations cum Commercial complexes on PUBLIC PRIVATE PARTNERSHIP (PPP) basis across Uttar Pradesh on Design, Build, Finance, Operate and Transfer (DBFOT) model.

Sr. No.	Name of Bus Stations	Site Area (sqm.)	Est. Const. Cost (INR Cr)
1	Kaushambi (Ghaziabad.)	36500	238
2	Kanpur Central (Jhakarkati)	30350	195
3	Varanasi Cantt.	23876	151
4	Civil Lines, Allahabad	18000	114
5	Vibhuti Khand (Gomti Nagar)	58800	374
6	Sohrabgate, Meerut	17580	112
7	Transport Nagar, Agra	30744	192
8	Idgah, Agra	8000	53
9	Agra Fort (Agra)	4046	21
10	Rasulabad, Aligarh	42000	262
11	Mathura (old)	6790	45
12	Ghaziabad	10036	64
13	Gorakhpur	20000	128
14	Charbagh bus station	6784	47
15	Zero road depot Allahabad	6265	40
16	Amausi (Lucknow)	29000	189
17	Sahibabad	43383	352
		3,87,569	2,548

Project Highlights

- ▶ Ground Coverage upto 30% and Permissible FAR upto 2.5
- ▶ Transit oriented development (TOD) applicability with Ground Coverage – 50% and FAR - 4.
- ▶ Concession Period of 60 years
- ▶ Evaluation of bid(s) through QCBS method.
- ▶ Flexible bidding for Single, Multiple or all projects.
- ▶ Tender documents is available on <https://etender.up.nic.in>

Bidding Schedule

Date of uploading of documents	09/08/2021 on https://etender.up.nic.in
Last date of receiving clarifications	23/08/2021 (15:00 hrs) at ppp.busstationup2017@gmail.com
Date of uploading of addendum/ corrigendum, if any	06/09/2021 on https://etender.up.nic.in
Bid submission date & place (the "Application Due Date")	20/09/2021 (upto 15:00 hrs) on https://etender.up.nic.in
Opening of technical bid	20/09/2021 (15:30 hrs onwards)

For Enquiry:
Mr. Sanjay Shukla (GM/PIDM)
Mob: 9415049709
Email: ppp.busstationup2017@gmail.com

MANAGING DIRECTOR

Section – 2: LIST OF ABBREVIATIONS AND ACRONYMS

ASI	Archaeological Survey of India
BOT	Build Operate Transfer
COD	Commercial Operation Date
DBFOT	Design Build Finance Operate Transfer
EPC	Engineering Procurement and Construction
FAR	Floor Area Ratio
GO	Government Order
GoUP	Government of Uttar Pradesh
ICAI	Institute of Chartered Accountants of India
INR	Indian Rupees
IST	Indian Standard Time
LOA	Letter of Approval
MoU	Memorandum of Understanding
NGT	National Green Tribunal
O&M	Operation & Maintenance
OECD	Organization for Economic Co-operation and Development
PPP	Public Private Partnership
RFP	Request for Proposal
RFQ	Request for Qualification
SPV	Special Purpose Vehicle
TOD	Transit Oriented Development
TTZ	Taj Trapezium Zone
UPSRTC	Uttar Pradesh State Road Transport Corporation

Section – 3: GLOSSARY

Applicant shall include, unless repugnant to the context, the Members of the Consortium or the sole Bidder as the case may be.

Application shall mean formulation of an application by the Applicant for qualification pursuant to this RFQ

Application Due Date shall mean the date specified in Clause 4.4, by which Application shall be prepared and submitted in accordance with terms set forth in this RFQ and also in accordance with terms as modified, altered, amended and clarified from time to time by the Authority

Associate means, in relation to the Applicant/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Applicant/ Consortium Member. 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.

Authority shall mean the Uttar Pradesh State Road Transport Corporation formed under the Road Transport Corporation Act, 1950

Bid shall mean the RFP application along with financial proposals for individual Project site

Bidder(s) shall mean the Applicant(s) who shall pre-qualify and be short-listed at the end of this RFQ who will be eligible for participation in the Bid Stage, for awarding the Project through an open competitive Bidding Process in accordance with the procedure set out herein

Bidding Documents shall mean the RFQ, RFP and other documents that shall be provided by the Authority

Bidding Process shall mean the e-Bidding Process for selection of the Bidder(s) for award of the Project(s)

Bid Stage shall mean the stage of inviting financial proposals through the RFP for the shortlisted Applicants of the RFQ stage

Concessionaire shall mean the selected Bidder, who is either a company incorporated under the Companies Act, 1956/2013 or undertakes to incorporate as such prior to execution of the Concession Agreement and who shall be responsible for designing, engineering, financing, procurement, construction, operation, maintenance and transfer of the Project under and in accordance with the provisions of the Concession Agreement

Concession Agreement shall mean the long term agreement to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto

Concession shall mean the concession to be awarded to the Concessionaire pursuant to the RFP and in terms of the Concession Agreement

Conflict of Interest shall mean as mentioned in clause 5.4

Consortium shall mean a group of entities coming together to implement the Project in accordance to Clause 5.3

Consultant shall mean the consultant for the RFQ process and the Bid Stage

Eligible Projects shall mean as defined in Clause 6.5.7.

Financial Capacity shall mean the Net Worth of the Applicant

Financial Close shall mean as defined in the Concession Agreement

FROR or First Right of Refusal shall be provided to the SPV. SPV shall participate in the competitive bidding process and shall have a right to match the financial bid of the highest ranked bidder in the event the Authority invites fresh bids for selection of a new concessionaire for the Commercial Complex after the expiry of the Concession Period of Commercial Complex by efflux of time. The Concessionaire will have such First Right of Refusal only if the Concessionaire participates in such bidding process and its bid is within 10% of the highest ranked bidder.

GoUP shall mean the Government of Uttar Pradesh

Joint Bidding Agreement shall mean the agreement duly notarized on non-judicial stamp paper

of minimum INR 100/ entered into by the Members of a Consortium substantially in the form specified at Appendix-8 (the “Joint Bidding Agreement”), for the purpose of making the Application and submitting a Bid in the event of being short-listed.

Lead Member shall mean the Member of the Consortium with the highest equity stake subject to a minimum of 26% of the paid up and subscribed equity of the SPV

Member shall mean the member/ entity comprised in the Consortium

Net Worth shall mean the sum of subscribed and paid up equity* and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

** may include Foreign Currency Convertible Debentures (FCCD) to the extent they are compulsorily convertible into equity of the company in-line with extant guidelines of RBI, GoI and GoUP and subject to certification by statutory auditor of the company.*

Project(s) shall mean the development of Bus Terminals/ depots and Commercial Complexes as specified in the bidding documents and more specifically as mentioned in Table 1.1 either in singular form or plural, depending upon the individual Project sites

Qualification shall mean qualification and shortlisting of interested parties/ consortia who make an Application in accordance with the provisions of this RFQ

Qualification Stage shall mean the first stage of RFQ for qualification and shortlisting of the Applicants

RFP shall mean the stage of the Bidding Process wherein the financial bids of the pre-qualified Applicant of RFQ shall be considered

RFQ shall mean all the information contained in this document to be utilized by the Applicant for the sole purpose of making an Application

SPV shall mean the Special Purpose Vehicle to be formed by the Members of the Consortium or sole bidder in case of being selected at the end of Bidding Process

Technical Capacity shall mean the technical capacity and experience of the Applicant as mentioned in clause 5.5.1

Technical Score shall mean as defined in Clause 5.5.4

Turnover shall mean the aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company during a financial year.

Unless the context otherwise requires, the terms not defined in this RFQ, but defined in the RFP and Draft Concession Agreement for the Project shall have the meaning assigned thereto in the RFP and Draft Concession Agreement respectively.

Section - 4: INTRODUCTION

4.1 BACKGROUND

4.1.1 Uttar Pradesh State Road Transport Corporation (“UPSRTC”) is a corporation established under GOI’s The Road Transport Corporation Act 1950. UPSRTC owns and operates a fleet of approximately 12000 buses in different categories namely high-end AC buses (Volvo, Scania), mid segment AC buses, ordinary buses and rural buses. The annual revenue collection of UPSRTC is over 4800 crores. UPSRTC is the proud owner of 256 bus stations and 115 bus depots across Uttar Pradesh and owns approximately 400 land properties. UPSRTC bus operations covers approximately 4 million kms everyday caters to approximately 600 million passengers from all bus stations in Uttar Pradesh and daily departures of 40,000.

4.1.2 UPSRTC intends to modernize, re-develop 17 of its bus stations for operating its owned, controlled, regulated or obligatory bus services under any arrangement or agreement and having unique strategic advantage and located at places of tourist, cultural, commercial or administrative importance on the basis of a suitable Project structure on a Public Private Partnership (PPP) basis. It is further envisaged that bus station space may be combined with permitted commercial development to make the Project commercially viable for development. It shall involve development of Project Facilities at the Project sites including design, financing, construction, implementation, completion, commissioning, management of the facilities (including bus station management), execution of works and all activities incidental thereto and transfer of the Project/ Project Facilities free of cost and in good working condition to UPSRTC or its nominated agency at the end of the Concession Period. The successful Bidder shall have to develop the bus station up to the desired level of service as defined by UPSRTC elsewhere in these documents, as a whole for immediate operation as per the specifications given herein, under a PPP model.

4.1.3 Following Projects are proposed to be taken up:

TABLE 1-1: DETAILS OF THE PROJECT

Sr. No.	Name of bus station	Site Area in sq. mts	Admissible Built up Area @ 2.50 Basic F.A.R in sq. mts	Estimated Construction Cost in INR Cr.
1.	Kaushambi* (Ghaziabad.)	36,500	91,250	238
2.	Kanpur Central (Jhakarkati)	25,765	64,413	166

RFQ for Development of Kanpur Central (Jhakarkati) bus terminal] on PPP Model

Sr. No.	Name of bus station	Site Area in sq. mts	Admissible Built up Area @ 2.50 Basic F.A.R in sq. mts	Estimated Construction Cost in INR Cr.
3.	Varanasi Cantt.	23,876	59,690	151
4.	Civil Lines, Prayagraj	18,000	45,000	114
5.	Vibhuti Khand (Gomti Nagar), Lucknow	58,800	1,47,000	374
6.	Sohrabgate, Meerut	17,580	43,950	112
7.	Transport Nagar, Agra	30,744	76,860	192
8.	Idgah, Agra	8,000	20,000	53
9.	Agra Fort (Agra)^	4,046	6,069	21
10.	Rasulabad, Aligarh	42,000	1,05,000	262
11.	Mathura (old)	6,790	16,975	45
12.	Ghaziabad	10,036	25,090	64
13.	Gorakhpur	20,000	50,000	128
14.	Charbagh bus station	6,784	16,960	47
15.	Zero road depot, Prayagraj	6,265	15,663	40
16.	Amausi, Lucknow	29,000	72,500	189
17.	Sahibabad*	43,383	173,532	352
Grand Total		3,87,569	10,29,952	2,548

* Ground coverage of 50% and FAR of 4.00 shall be allowed as per extant TOD guidelines.as applicable.

^ Ground coverage of 30% and FAR of 1.50 shall be allowed as per extant ASI guidelines.

For all other sites, FAR of 2.50 and ground coverage of 30% shall be allowed.

4.1.4 The UPSRTC intends to pre-qualify and shortlist suitable Applicants who will be eligible for participation in the Bid Stage, for awarding the Project (or Projects) through an open competitive Bidding Process in accordance with the procedure set out herein.

4.1.5 The successful Bidder shall be responsible for designing, engineering, financing, procurement, construction, management (including bus station management), operation and maintenance of the Project under and in accordance with the provisions of a long term Concession to be entered into between the Concessionaire and the UPSRTC in the form

provided by the UPSRTC, as a part of the Bidding Documents pursuant hereto. The construction shall have to be compliant to the governing bye laws, zoning regulations of the Housing and Urban Planning Department (H&UPD), Government of Uttar Pradesh (GoUP), best industry practices, approvals of UPSRTC and related statutory provisions and regulations for similar Projects.

4.1.6 The model building bye laws as provided by Housing and Urban Planning Department, Government of Uttar Pradesh hereinafter referred to as (“**H&UPD**”) with a basic FAR of 250% shall be applicable as per Annexure – I.

4.1.7 In lines with the model building bylaws H&UPD, GoUP has proposed zoning regulation as per Annexure - I providing area for Commercial Complex upto 45% of basic FAR without any impact fee (except on multiplex and its allied activities) as special support to the Project. (Refer Annexure - III for an illustrative calculation of FAR available for development at a site)

4.1.8 The Concessionaire subject to applicable laws, rules & prevailing bye laws will also be allowed to use FAR for commercial usage in the Bus Terminal but only after meeting the technical requirements of UPSRTC for its Bus Terminal and/ or workshop requirement and on obtaining permission from the appropriate authority by making payments of levies, fees, impact fees, charges etc.

4.2 Provisions of the Project

4.2.1 The Project envisages creating modern Bus Terminal for operating UPSRTC owned, controlled, regulated or obligatory bus services, and Buses of other state road transport corporations, under any arrangement or agreement supported by adequate platforms, departure and halting areas besides other ancillary requirements and other commercial zones as applicable under the governing bye laws and zoning regulations.

4.2.2 The successful Bidder shall have the authority to modify/ demolish the existing structures. The successful Bidder shall bear the cost for demolition of immovable structures/ assets. The demolition of existing assets and construction of a new Project is envisaged to be in compliance to the prevailing building bye laws and zoning regulations as prescribed by H&UPD, GoUP and other appropriate authority or any regulatory authority (ASI, TTZ, NGT etc.). TOD policy of GoI and GoUP shall be admissible as and where applicable. The successful Bidder shall be responsible for safe and hassle free disposal of the scrap from the site.

4.2.3 The successful Bidder shall be responsible for providing basic facilities and passenger

amenities such as seating arrangements, drinking water, urinals and water closet etc. and at the same time making adequate similar provisions for the UPSRTC staff in terms of dormitories, rest/ retiring rooms, and administrative spaces etc. at Bidder's cost. The successful Bidder will maintain the power and back up arrangements, potable drinking water, urinal and water closet facility, maintenance of entire premises under neat, clean and hygienic condition, adequate green coverage etc. without discontinuation during the concession period, at Bidder's cost and bear the electricity and water expenses, except the electricity and water expenses of dormitories, rest/ retiring rooms, and administrative spaces etc. earmarked for Authority. The details shall be dealt with in the DCA Document.

4.2.4 The construction period for the UPSRTC facilities including a fully operational Bus Terminal shall be maximum of 24 (twenty four) months starting from the Appointed Date, however the Bidder shall be at liberty to make the Commercial Complex operational as per the prevailing market conditions and its business plans but in any case, the Commercial Complex shall be made fully operational within a maximum period of 84 (eighty four) months from the Appointed Date.

4.2.5 The land-ownership will remain with UPSRTC and the land will be provided to the successful Bidder under development and concession rights for seeking financial assistance from any institutions but only for sixty years (as initial term), except land for Bus Terminal which shall revert to Authority after 35 years, from the date of signing of Concession Agreement including the construction period for bus station and commercial area development which shall be further extendable by another 30 (thirty) years (only for Commercial Complex) on a First Right of Refusal Basis (as extended term) after the expiry of the initial term of the Concession Period, subject to the satisfactory completion of the first term as per the terms and conditions of the Concession Agreement. Any delay beyond the stipulated construction period as specified anywhere in the document, will be liable for default penalties as specified in the Concession Agreement. After the Concession Period is over, the Project facilities, the land along with created infrastructure and all the equipment erected or installed as a part of the Project shall stand transferred free from all encumbrances to the UPSRTC or its designated agency in good and working condition as per the specified transfer procedure of the Concession Agreement, by the Concessionaire.

4.2.6 The ground floor shall have to be designed so as to ensure free movement of buses and their parking in the yard area of the premises and for providing the required passenger amenities and/or office spaces for passenger interaction and as needed by UPSRTC and as specified in Schedule - C of the Concession Agreement. For commercial exploitation, the Bidder

shall have the right to design the premises to suit the commercial viability of the Project. The layout will be approved by UPSRTC as detailed in DCA.

4.2.7 The entire constructed facility under admissible FAR will have the following areas;

- (i) 45% area for development of core commercial establishment and
- (ii) 55% area available for development of Bus Terminal (the commercial facilities permissible in this 55% area would be as per H&UPD, GoUP, notification no. 2304 dated 31.10.2013 enclosed in Annexure - I of RFQ document)

Revenues are mainly expected to be derived from the commercial utilization of entire constructed space (including Bus Terminal area under 55% admissible construction but upto 35 years of Concession Period¹), private vehicle parking charges, advertisement in the premises and through facilities (as mentioned in Schedule – R of DCA document) offered on a pay & use basis. However, the Successful Bidder shall have no right to collect any charges towards restroom used by on-duty crew, fees from anybody entering the Bus Terminal, bus parking, halting or arrival charges from UPSRTC owned, controlled, regulated, or obligatory bus services under any arrangement or agreement and buses of other state road transport corporations parked inside the Bus Terminal. If any charges are applicable for parking of other state buses in Bus Terminal, then it shall be realized by UPSRTC only. The successful bidder shall be liable to provide at its cost all other basic passenger amenities (drinking water and wash room/toilet facilities) without any charges. Parking space for personal and official vehicles of employees and officers of UPSRTC on-duty on the premises shall be accommodated free of charges.

4.2.8 The Project envisages ample opportunity to the successful Bidder for commercial exploitation of the land and the traditional footfall at the bus stations. Since, the state of Uttar Pradesh has supported the Project with adequate zoning regulations towards this, it shall be the responsibility of the successful Bidder to ensure strict compliance to the zoning regulations of GoUP and any violation from it shall be considered and dealt as a major breach of the conditions of the Concession Agreement.

4.2.9 UPSRTC invites Application for pre-qualification of Bidder for “Development of Bus Terminals/ Depots cum Commercial Complexes in the state of Uttar Pradesh on Public Private Partnership Basis (PPP)”.

¹ The entire 55% of constructed area under Bus Terminal and Passenger parking area will be returned back to UPSRTC after expiry of Concession Period of 35 years and from then the revenues from this area will be realized by UPSRTC. Thereafter, operation and maintenance, electricity and water charges of bus terminal will be the responsibility of UPSRTC.

4.2.10 UPSRTC shall receive Application pursuant to this RFQ in accordance with the terms set forth herein as modified, altered, amended and clarified and notified as per corrigendum/addendum issued by the UPSRTC. Application shall be prepared and submitted in accordance with such terms on the date specified in Clause 4.4 for submission of Application.

4.2.11 The Project is proposed to be implemented on a Design Build Finance Operate and Transfer (DBFOT) basis for the specified Concession Period on an upfront premium cum annual concession fee model.

4.2.12 The details for Annual Concession Fees, shall be provided in RFP document.

4.2.13 Upfront Premium shall be the bid parameter. The details shall be provided in RFP document.

4.3 Brief Description of Bidding Process

4.3.1 The UPSRTC has adopted a two stage Bidding Process for selection of the Bidder for award of the Project through a consolidated RFQ for pre-qualification of the Bidders for all the 17 Projects and then opening of the financial bids received of the technically qualified Bidders of the RFQ stage as per the terms and conditions of the Project specific RFP for which the Application is made.

4.3.2 The RFQ stage of the process involves qualification of interested Bidders/ consortia that make an Application in accordance with the provisions of this RFQ. At the end of the RFQ evaluation, the UPSRTC shall announce a shortlist of prequalified Applicants whose financial bids shall be opened against the Request for Proposal (RFP) for the particular Project. The Applicant not found eligible shall not be qualified to participate in the RFP Stage.

4.3.3 This RFQ document along with Project specific RFP and Concession Agreement will be available for downloading on <https://etender.up.nic.in> and on the UPSRTC website at <http://www.upsrtc.com>

4.3.4 In the Qualification Stage, Applicant would be required to furnish the information specified in this RFQ. The Applicant shall be pre-qualified for the Project as per this RFQ process. UPSRTC shall shortlist the Bidders based on the terms and conditions of the RFQ. The financial bids of only those Applicants, who are pre-qualified and shortlisted by the UPSRTC at the end of RFQ stage and have provided the financial bids as specified in

the RFP Document, shall be opened at the RFP stage.

4.3.5 An Applicant shall be entitled to apply for pre-qualification to undertake either one or more Projects or all the Projects. For detailed Technical Capacity criteria refer Clause 5.5.

4.3.6 RFQ Application being made for multiple Projects will have to be supported by a single document fee of INR 10,000 + applicable GST @18% only.

4.3.7 A two envelope bid shall be followed for submission of Application.

4.3.7.1 First envelope shall be titled as the RFQ submission, sealed and marked as “RFQ submission for development of bus stations on PPP basis” bearing the Applicant’s name and address in bold capital letters and shall comprise of the following:

4.3.7.1.1 Cover 1 containing the document fee in the form of a non-refundable demand draft of INR 10,000/- (Rupees ten thousand) only issued by any nationalized bank/ scheduled bank in favor of “Uttar Pradesh State Road Transport Corporation, payable at Lucknow. The Application shall be summarily rejected if it is not accompanied by the document fee.

4.3.7.1.2 Cover 2 containing the bid security for the value as per Annexure - II in the form of an unconditional, unequivocal and irrevocable bank guarantee issued by any nationalized bank/ scheduled bank drawn in favor of “Uttar Pradesh State Road Transport Corporation”. Bid security may also be furnished in the form of demand draft issued by any nationalized bank / scheduled bank drawn in favor of “Uttar Pradesh State Road Transport/Corporation” payable at Lucknow.

4.3.7.1.3 Cover 3 containing the Application forms & attachments as prescribed in this RFQ document.

4.3.7.1.4 Cover 1 should be sealed, and marked as “Document fee for development of bus stations on PPP basis”. Cover 2 should be sealed and marked as “Bid security for development of bus stations on PPP basis”. Cover 3 should be sealed, and marked as “Application for development of bus stations on PPP basis”. All the covers shall bear the Applicant’s name and address in bold capital letters.

4.3.7.2 Second envelope titled RFP submission shall be provided separately for each of the Projects applied for, by the Bidders in the RFQ stage. It shall be sealed and marked as “RFP submission for development of bus station on PPP basis” bearing the Applicant’s name, address and name of the Project applied for in bold capital letters and shall comprise of the following:

4.3.7.2.1 Cover A titled “Financial Bid” comprising the (i) financial bid as per Appendix – I of RFP document, (ii) signed & sealed copy of the RFP and (iii) signed & sealed copy of the Concession Agreement in a hard bound manner only. The Bidders are requested to go through the individual RFP documents for the RFP submission for the particular Project, being applied for and prepare separate RFP submission for each of the Projects being applied for.

4.3.7.3 Both the single RFQ submission and separate RFP submission envelopes for each Project shall be placed in an outer envelope titled “Bid for development of bus stations in the state on PPP model”. The outer envelope shall bear the Applicant’s name and address in bold capital letters. If an Applicant has applied for more than one Project, he will have to submit a single RFQ submission for all the Projects as specified herein and separate RFP submissions for each of the Projects as specified and as per terms and conditions of such RFP documents. All such RFP submissions and single RFQ submission² shall be placed in an outer envelope as specified above in this Clause 4.3.7.3 and submitted in physical form at the address mentioned in Clause 5.13.5.

Illustration:

Suppose Bidder A has applied for three Bus Terminals viz. Agra Fort, Idgah & Transport Nagar in that order then the Bidder shall have to submit a single RFQ submission (Cover 1, Cover 2, Cover 3) for all the three bids and three separate RFP submissions (including Cover A) for each of Agra fort, Idgah & Transport Nagar. All the three separate RFP submissions and a single RFQ submission shall be placed in an outer envelope titled “Bid for Development of Bus Stations in the state on PPP model”.

4.3.7.4 Initially, only the RFQ submission envelope shall be opened first and checked for responsiveness in front of hon’ble committee members and representatives of the Bidders, who wish to attend. Sealed RFP submission shall be kept separately and shall be opened as per the Bidding Process mentioned in the RFQ and RFP document

² RFQ of the site with the highest cost of construction among the sites for which Applicant intends to apply.

for each individual Project.

4.3.8 UPSRTC reserves all rights to accept or reject any Application, to cancel or modify the process or any part thereof or to vary any of the terms and conditions, and/or to annul the Bidding Process and reject all Applications, at any time during the Bidding Process, without thereby incurring any liability to the affected Applicant(s) or any obligation to inform the affected Applicant(s) on the grounds for UPSRTC's action.

4.3.9 In case the Applicant refrains from further participation anytime during the Bidding Process after the submission of Application, then the bid security shall be forfeited.

4.3.10 The bid security shall be refunded to the Bidders if at any time during the Bidding Process, the Project is cancelled by UPSRTC.

4.4 Schedule of Bidding Process

The UPSRTC shall endeavor to adhere to the following schedule:

TABLE 1-2: BIDDING SCHEDULE

1	Date of uploading of document	09/08/2021 on https://etender.up.nic.in
2	Last date of receiving clarifications	23/08/2021 (at 15:00 hrs) at email address: ppp.busstationup2017@gmail.com
3	Date of uploading of addendum/ corrigendum, if any	06/09/2021 on https://etender.up.nic.in
4	Bid submission date & place (the "Application Due Date")	20/09/2021 (upto 15:00 hrs) on https://etender.up.nic.in
5	Opening of technical bid	20/09/2021 (15:30 hrs onwards)

Section – 5: INSTRUCTIONS TO APPLICANT

The Applicant is expected to examine all instructions, forms, terms and conditions in the RFQ document. Failure to furnish all information required in the RFQ or submission of an Application not substantially responsive to the RFQ documents in every respect will be at Applicant's risk and may result in the rejection of the Application.

5.1 Scope of Application

5.1.1 UPSRTC wishes to receive Application for Qualification against this RFQ and financial bids against separate RFP for each Project.

5.1.2 Financial bids of only the technically qualified Bidders for a particular Project shall be opened.

5.2 Eligibility of Applicant

5.2.1 An Applicant may be a single business entity or a consortium of business entities coming together to carry out the scope of work for the project.

5.2.2 Business entity is defined as a Partnership Firm registered under the Indian Partnership Act 1932 or a Limited Liability Partnership (LLP) registered under the Limited Liability Partnership Act 2008 or a Company incorporated either under the Indian Companies Act 1956/2013 or a Cooperative Society incorporated under Uttar Pradesh Cooperative Societies Act, 1965 or any of the aforementioned entities from outside India under equivalent law.

5.2.3 Applicant applying individually or as a Member of a Consortium, as the case may be, cannot be a Member of another Applicant.

5.2.4 A Consortium shall be eligible for consideration subject to the conditions set out in Clause 5.3. The term Applicant used herein would apply to both a single entity and a Consortium.

5.3 In Case of Consortium

Applications submitted by a Consortium must comply with following requirements:

5.3.1 The number of Consortium Members shall not exceed three (03).

5.3.2 The Member with the highest equity stake in the Consortium, subject to a minimum of 26% shall be the nominated Lead Member of the Consortium.

5.3.3 Additionally, all the other Members of the Consortium shall have to hold at-least 10% equity till COD of Commercial Complex.

5.3.4 Application should include a brief description of the roles and responsibilities of individual Members, particularly with reference to financial, technical and O&M obligations, and percentage composition of shareholding and voting rights of each Member;

5.3.5 All Members of the Consortium shall however, be liable jointly and severally, for the execution of the Project in accordance with the terms of the Concession Agreement.

5.3.6 Change of the Lead Member would not be allowed under any circumstances.

5.3.7 The Lead Member shall not be allowed to reduce its equity contribution below 26% in the Project till COD of Commercial Complex.

5.3.8 No change in composition of the Consortium between the Bidding Process or till the time of signing of Concession Agreement shall be allowed and thereafter shall be as per the specified terms and conditions of the Concession Agreement.

5.3.9 In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix - 7.

5.3.10 Members of the Consortium shall enter into a Joint Bidding Agreement duly notarized on non-judicial stamp paper of minimum INR 100/- as per the specified format provided in Appendix - 8 of this RFQ document for the purpose of making the Application and submitting Bid duly signed by the authorized signatory of the individual Members of the Consortium. The Joint Bidding Agreement shall inter alia:

5.3.10.1 convey the intent to form an SPV if required with shareholding/ ownership equity commitment(s) in accordance with this RFQ which would enter into the Concession Agreement and subsequently carry out all the responsibilities as Concessionaire in terms of the Concession Agreement, in case the Concession to

undertake the Project is awarded to the Consortium;

5.3.10.2 clearly outline the proposed roles and responsibilities of each Member at each stage; and

5.3.10.3 commit the minimum equity stake to be held by each Member.

5.4 Conflict of Interest

5.4.1 An Applicant shall not have a conflict of interest that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest that affects the Bidding Process, if:

5.4.1.1 Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or 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 an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than five per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate, is less than five per cent of the paid up and subscribed share capital thereof; Provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 5.4.1, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

5.4.1.2 The constituent of such Applicant is also a constituent of another Applicant; or

5.4.1.3 Such Applicant or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or

5.4.1.4 Such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

5.4.1.5 Such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Application of either or each other; or.

5.4.1.6 Such Applicant, 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(s)

5.4.2 An Applicant shall be liable for disqualification if any legal, financial or technical adviser of UPSRTC in relation to the Project is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated prior to the Application Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

5.5 Technical Eligibility

To be eligible for pre-qualification and short-listing, an Applicant shall fulfil the following conditions of eligibility:

5.5.1 Technical Capacity

5.5.2 Financial Capacity

5.5.3 O&M Experience

To be eligible for pre-qualification and short-listing on each of these parameters, the Applicant shall be permitted to submit the credentials of their respective Associates also. The Applicant / Associate would be required to meet the evaluation criteria as detailed underneath:

5.5.1 Technical Capacity

5.5.1.1 For demonstrating technical capacity and experience (the “Technical Capacity”), the Applicant shall, over any of the past five financial years preceding the Application Due Date (i.e. during 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20), have:

- (i) paid for, or received payments for, construction of Eligible Project(s); and/ or
- (ii) paid for development of Eligible Project(s) as specified in Clause 6.5.7; and/ or
- (iii) collected and appropriated revenues from Eligible Project(s) as specified in Clause 6.5.7,

such that the sum of products obtained by multiplying the above amounts (excluding the cost of land) with factors (as mentioned in clause 6.5.11) of respective categories of the Eligible Projects (as mentioned in clause 6.5.7) is not less than 1.5 times the construction cost for any particular Project as mentioned in fourth column in Table 2-1.

Illustration:

An Applicant bids for a bus station X and for demonstrating Technical Capacity provides three Eligible Projects falling under different categories as mentioned in clause 6.5.7 as per the table below.

<i>Sl. No.</i>	<i>Eligible Project</i>	<i>Category (as per clause 6.5.7)</i>	<i>Amount received/ paid for Eligible Project (INR crores)</i>
<i>1</i>	<i>A</i>	<i>4</i>	<i>25</i>
<i>2</i>	<i>B</i>	<i>2</i>	<i>50</i>
<i>3</i>	<i>C</i>	<i>1</i>	<i>100</i>

Technical Capacity of Applicant shall be computed as follows:

<i>Sl. No.</i>	<i>Eligible Project</i>	<i>Category (as per clause 6.5.7)</i>	<i>Amount received/ paid for Eligible Project (INR crores)</i>	<i>Factor applicable for multiplying with amounts (as per clause 6.5.11)</i>	<i>Product of amount and factor</i>
<i>1</i>	<i>A</i>	<i>4</i>	<i>25</i>	<i>1.00</i>	<i>25</i>
<i>2</i>	<i>B</i>	<i>2</i>	<i>40</i>	<i>1.75</i>	<i>70</i>
<i>3</i>	<i>C</i>	<i>1</i>	<i>100</i>	<i>2.00</i>	<i>200</i>
<i>Technical Capacity (1+2+3)</i>					<i>295</i>

5.5.1.2 Ongoing and completed assignments for the relevant years i.e. (2015-16, 2016-17, 2017-18, 2018-19 and 2019-20) shall be considered for evaluation on the basis of certificates depicting the receipts and/or payments made, duly signed by the statutory auditor of the company.

5.5.1.3 The Applicant shall enclose with its Application, to be submitted as per the format at

Appendix 4 towards the Technical Capacity the following:

5.5.1.3.1 Certificate(s) from its statutory auditors stating the payments made/ received, as the case may be, during the past 5 years in respect of the projects specified. In case a particular job/ contract has been jointly executed by the Applicant (as part of a Consortium), Applicant should further support his claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor as per the format at Appendix - 4.

5.5.1.4 In computing the Technical Capacity of the Applicant under this Clause 5.5.1, the Technical Capacity of their respective Associates would also be eligible hereunder. In case of a Consortium, Technical Capacity would be sum of individual Technical Capacity of members in the Consortium holding an Equity share of at-least 26% of such Consortium.

5.5.1.5 However, individual payments/receipts of less than INR 5 Crores in any particular year (i.e. 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20) shall not be reckoned as payments/receipts for eligible projects.

5.5.1.6 For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turnkey construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.

5.5.1.7 The entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% equity during the period for which eligible experience is being claimed and the value of work in proportion to its equity stake is mentioned in the auditor's certificate for the particular eligible project as per the format at Appendix - 4;

5.5.1.8 The Applicant should furnish the details of Eligible Projects for the last 5 (five) financial years immediately preceding the Application Due Date.

5.5.1.9 The Applicants must provide the necessary information relating to Technical Capacity as per format at Appendix - 9.

5.5.1.10 The Applicant should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Appendix - 9.

5.5.2 Financial Capacity

5.5.2.1 The Applicant shall have a minimum Net Worth for the last financial year as per the figure mentioned in fifth column in Table 2-1 for each of the individual Projects, a minimum average Turnover for the last three financial years as per the figure mentioned in sixth column in Table 2-1 for each of the individual Projects (the “Financial Capacity”), preceding the Application Due Date.

5.5.2.2 Also, the Net Worth and the Turnover in case of a Consortium shall be calculated in the same proportion as the equity holding of Members in the Consortium. Additionally, the Lead Member shall have to contribute atleast 50% of the total Net Worth and Turnover requirement of the Project.

5.5.2.4 The Applicant shall enclose with its Application, to be submitted as per the format at Appendix - 3 complete with its Annexes, towards the Financial Capacity.

5.5.2.5 In computing the Net Worth, the Net Worth of their respective Associates would also be eligible hereunder.

5.5.2.6 Application must be accompanied by the audited annual reports of the Applicant (of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the year in which the Application is made.

5.5.2.7 In case the annual accounts for the latest financial year are not audited and therefore the Applicant could not make it available, the Applicant shall give an undertaking to the same effect mentioning the Net Worth and Turnover along with a provisional copy of the financial statements and the statutory auditor shall certify the same.

5.5.2.9 No Consortium Member shall have negative Net Worth.

5.5.3 O&M Experience

The Applicant should have experience of operation and maintenance (O&M) of Eligible Projects during the last five financial years (2015-16, 2016-17, 2017-18, 2018-19 and 2019-20) with a total cost of such projects of at-least INR 25 crores. In the event that the Applicant does not have the requisite O&M Experience, it should furnish an undertaking as per format specified at Appendix-11 that if selected to undertake a Project, it shall either enter into an agreement, for a period of 5 (five) years from COD of Bus Terminal, with an entity having the aforesaid experience relating to the performance of O&M obligations, or engage experienced and qualified personnel for

discharging its O&M obligations in accordance with the provisions of the Concession Agreement, failing which the Concession Agreement shall be liable to termination. The Applicants must provide the necessary information relating to O&M Experience as per format at Appendix-10. In case of a Consortium, O&M experience would be sum of individual O&M experience of members in the Consortium holding an Equity share of at-least 26% of such Consortium.

TABLE 2-1: MINIMUM TECHNICAL CAPACITY, NET WORTH & TURNOVER REQUIREMENT

S. No.	Project Site	Estimated Cost of Construction in INR Crores	Technical Capacity in INR Crores	Net Worth requirement in INR crores	Average Turnover requirement in INR crores
1.	Kaushambi (Ghaziabad)	238	357	71	119
2.	Kanpur Central (Jhakarkati)	166	249	50	83
3.	Varanasi Cantt.	151	227	45	76
4.	Civil Lines, Prayagraj	114	171	34	57
5.	Vibhuti Khand (Gomti Nagar)	374	561	112	187
6.	Sohrabgate, Meerut	112	168	34	56
7.	Transport Nagar, Agra	192	288	58	96
8.	Idgah, Agra	53	80	16	27
9.	Agra Fort (Agra)	21	32	6	11
10.	Rasulabad, Aligarh	262	393	79	131
11.	Mathura (old)	45	68	14	23
12.	Ghaziabad	64	96	19	32
13.	Gorakhpur	128	192	38	64
14.	Charbagh bus station	47	71	14	24
15.	Zero road depot, Prayagraj	40	60	12	20
16.	Amausi, Lucknow	189	284	57	95
17.	Sahibabad	352	528	106	176

5.5.4 Evaluation of Technical Score

An Applicant's quality shall be measured in terms of a score (the "Technical Score"). Technical Score shall be the sum of marks obtained by an Applicant for (i) Technical Capacity, (ii) Financial Capacity comprising of Net Worth for the last financial year and Average Turnover for the last three financial years preceding the Application Due Date and (iii) O&M Experience. The matrix for evaluation of Technical Score is provided in the table below.

RFQ for Development of Kanpur Central (Jhakarkati) bus terminal] on PPP Model

S. No.	Items	Maximum Marks	Slab 1	Slab 2	Slab 3	Slab 4
1	Technical Capacity (PPP experience)	5	Technical Capacity = 1.5 x	Technical Capacity > 1.5 x & ≤ 1.6 x	Technical Capacity > 1.6 x & ≤ 1.7 x	Technical Capacity > 1.7 x
			2	3	4	5
2	Technical Capacity (completed and Ongoing projects)	45	Technical Capacity = 1.5 x	Technical Capacity > 1.5 x & ≤ 1.6 x	Technical Capacity > 1.6 x & ≤ 1.7 x	Technical Capacity > 1.7 x
			33	37	41	45
3	Net Worth (2017-18)	40	Net Worth = 0.3 x	Net Worth > 0.3 x & ≤ 0.4 x	Net Worth > 0.4 x & ≤ 0.5 x	Net Worth > 0.5 x
			37	38	39	40
4	Average Turnover of last three financial years (2015-16, 2016-17, 2017-18)	5	Average Turnover = 0.5 x	Average Turnover > 0.5 x & ≤ 0.6 x	Average Turnover > 0.6 x & ≤ 0.7 x	Average Turnover > 0.7 x
			2	3	4	5
5	O&M Experience# during last five financial years (2013-14, 2014-15, 2015-16, 2016-17, 2017-18)	5	= INR 25 crores	> INR 25 crores and ≤ INR 35 crores	> INR 35 crores and ≤ INR 50 crores	> INR 50 crores
			2	3	4	5
Total Maximum Marks		100 marks				

x=Estimated cost of construction of individual Projects as mentioned in 3rd column of table 2-1

For computing O&M Experience, the Applicant shall have experience of O&M in any number of ongoing and completed Eligible Projects during the last five financial years with total cost of such Eligible Projects equal to or more than INR 25 crores.

A minimum Technical Score of 70% of total maximum marks of 100 i.e. 70 marks shall be the qualifying Technical Score for further evaluation of Bids.

5.6 Other conditions

5.6.1 Any entity which has been barred, blacklisted by the Government of Uttar Pradesh or UPSRTC or Government of India or any entity controlled by Government of Uttar Pradesh or Government of India from participating in any project (PPP or otherwise), and the bar/ blacklisting subsists on the date of Application, would not be eligible to submit an Application, either individually or as Member of a Consortium.

5.6.2 Any entity against which criminal case is pending before court of competent jurisdiction, shall not be eligible to submit an Application, either individually or as a Member of the consortium.

5.6.3 Applicants 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, Applicants may format the prescribed forms making due provision for incorporation of the requested information;

5.6.4 Any change in the composition of the Bidder/ Consortium over the time span of the Bidding Process shall lead to disqualification of the Bidder/ Consortium.

5.6.5 As provided in Clause 5.2.1 - for any eligible Applicant's participation mandatory clearance for any foreign partner, equity or any other association which requires any permission or clearance from any or more authorities under prevalent laws or rules of the land shall be strictly adhered to.

5.7 Number of applications and costs thereof

5.7.1 An Applicant shall be eligible to make only one Application for either a single Project or multiple Projects or all the Projects, depending upon its choice. An Applicant bidding individually or as a Member of a Consortium shall not be entitled to submit another bid either individually or as a Member of any Consortium, as the case may be.

5.7.2 The Applicant shall bear all costs associated with the preparation and submission of RFQ and UPSRTC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding Process.

5.8 Site visit and verification of information

5.8.1 UPSRTC will not organize any site visit for Bidder.

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

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

- i. made a complete and careful examination of the Bidding Documents;
- ii. received all relevant information requested from UPSRTC;

iii. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the UPSRTC relating to any of the matters referred to in Clause 4.1;

iv. satisfied itself about all matters, things and information including matters referred to in Clause 4.1 necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;

v. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 4.1 shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from UPSRTC, or a ground for termination of the Concession Agreement; and

vi. agreed to be bound by the undertakings provided by it under and in terms hereof.

5.8.4 UPSRTC 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 RFP, RFQ, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the UPSRTC.

5.9 Right to Accept or Reject Any or All Applications/ Bids

5.9.1 Notwithstanding anything contained in this RFQ, the UPSRTC reserves all rights to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.

5.9.2 The UPSRTC reserves the right to reject any Application and/ or Bid if:

5.9.2.1 at any time, a material misrepresentation is made or uncovered, or

5.9.2.2 the Applicant does not provide, within the time specified by the UPSRTC, the supplemental information sought by UPSRTC for evaluation of the Application. Such misrepresentation/ improper response shall lead to the disqualification of the Applicant/Bidder. If the Applicant/Bidder is a Consortium, then the entire Consortium shall be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the selected Bidder gets disqualified/ rejected, then the UPSRTC reserves the right to:

5.9.2.2.1 Continue with the bids received from the remaining bidders in accordance with the RFQ and RFP; or

5.9.2.2.2 Take any such measure as may be deemed fit in the sole discretion of the UPSRTC, including annulment of the Bidding Process.

5.9.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the UPSRTC, that one or more of the pre-qualification conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOI or entering into of the Concession Agreement, and if the Applicant has already been issued the LOI or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by the UPSRTC to the Applicant, without the UPSRTC being liable in any manner whatsoever to the Applicant.

5.9.4 UPSRTC reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFQ. Failure of the UPSRTC to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the UPSRTC there under.

5.10 Clarifications

5.10.1 Applicants requiring any clarification on the RFQ may notify the UPSRTC in writing through e-mail at the email address: ppp.busstationup2017@gmail.com but not later than the date as mentioned in the bidding schedule of this document. No query violating the bidding schedule will be responded to or entertained. The clarification will be communicated through the following websites: <https://etender.up.nic.in> and <http://www.upsrtc.com>

5.11 Amendments to RFQ

5.11.1 At any time prior to the Application Due Date, UPSRTC may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ document by the issuance of addendum or a corrigendum.

5.11.2 Any addendum or a corrigendum thus issued will be uploaded on the websites: <https://etender.up.nic.in> and <http://www.upsrtc.com>

5.12 Proprietary Data

All documents and other information supplied by the UPSRTC or submitted by an Applicant to the UPSRTC shall remain or become the property of the UPSRTC. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The UPSRTC will not return any Application or any information provided along therewith.

5.13 Preparation and Submission of Proposal

5.13.1 Language

The Application, as well as all correspondence and documents relating to the Application exchanged by the Applicant and UPSRTC shall be written in English language. Any printed literature furnished by the Applicant written in another language must be accompanied by a translation in the English language duly authenticated by the Applicant, in which case, for purposes of interpretation of the Application, the translation shall govern.

5.13.2 Format and Signing of Application

5.13.2.1 Applicant would provide all the information in terms of this RFQ Document. UPSRTC would evaluate only those Applications that are received in the required format and complete in all respect. Incomplete and /or conditional Applications shall be liable to rejection.

5.13.2.2 The contents of the Application shall be typed or written in indelible ink and shall be signed by the Applicant or a person or persons duly authorized to bind the Applicant to the contract. The authorized signatory shall initial all pages of the Application.

5.13.2.3 The Applicant shall submit a general power of attorney issued by a resolution passed by the board of directors of the Applicant (or Lead Member in case of a Consortium) duly authenticated by putting, affixing a company seal and further duly notarized, in favor of the authorized signatory of the Application indicating that the specified person has the authority to sign the Application, and confirming that the Application is binding upon the Applicant during the full period of its validity.

5.13.2.4 The entire bid submission including all the alterations, omissions, additions, or any other amendments made to the Application shall be initialed by the person(s) signing the Application.

5.13.2.5 Bidders shall furnish the required information on their bid in the enclosed formats only. Any deviations with respect to this may make the bid liable for rejection.

5.13.2.6 The Applicant shall prepare one original of the documents comprising the Application and clearly marked “ORIGINAL”. In addition, the Applicant shall make 1 (one) copy of the application, clearly marked “COPY”. In the event of any discrepancy between the original and the copy, the original shall prevail.

5.13.2.7 The Bid shall be submitted as under:

Followings shall be submitted online at **<https://etender.up.nic.in>**

- 1) Financial Bid
- 2) Scanned copy of bank guarantee/ demand draft for Bid security
- 3) Scanned copy of demand draft for document fee

Submission of documents in physical/ offline form shall be done as per Clause 4.3.7.

5.13.2.8 The online submitted Bid shall be in PDF format and the Bidder shall initial each page. Any alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid at all such places.

5.13.3 Sealing and Marking of Applications

5.13.3.1 Cover – 3, of the RFQ Submission sealed, and super scribed as “Application for development of bus station on PPP basis” shall comprise of the following:

5.13.3.1.1 Application in the prescribed format (Appendix - 1) along with other appendices and supporting documents;

5.13.3.1.2 Power of attorney for signing the Application as per the format at Appendix - 6;

5.13.3.1.3 if applicable, the Power of attorney for Lead Member of Consortium as per the format at Appendix - 7;

5.13.3.1.4 Copy of the Joint Bidding Agreement as per Appendix - 8, in case of a Consortium;

5.13.3.1.5 Copy of Memorandum and Articles of Association, if the applicant/ Consortium Member is a body corporate, and if a partnership then a copy of its partnership deed;

5.13.3.1.6 Copies of Applicant's/ each Consortium Member's duly audited balance sheet and profit and loss account for the preceding three (3) years, documents on experience & relevant certificates.

5.13.4 Form of Submission

5.13.4.1 Application should be signed, sealed and submitted in a hard bound manner in the form as stipulated in the RFQ.

5.13.4.2 If in case the submission is not found in order, on this account, it shall completely be the discretion of the appropriate committee/ authority to take decision on it. No claim or plaint shall be entertained for violation on this.

5.13.5 Submission Place

5.13.5.1 The Bid Submission shall be addressed to:

The Managing Director,
Uttar Pradesh State Road Transport Corporation (UPSRTC),
Parivahan Bhawan (Headquarters [HQs])
Tehri Kothi, M. G. Marg
Lucknow-226001
Uttar Pradesh

5.13.5.2 The Bid submission shall be made only in person at a designated box placed at the Committee Room, UPSRTC HQs, Lucknow.

5.13.5.3 Applications submitted by post, courier, fax, telex, telegram or email shall not be entertained and shall be rejected.

5.13.6 Validity of Application and its extension

5.13.6.1 The Application shall remain valid for a period not less than one eighty days (180) from the Application Due Date (application validity period). UPSRTC reserves the right to reject any Application, which does not meet this requirement.

5.13.6.2 In exceptional circumstances, prior to expiry of the original Application's validity period, UPSRTC may request Applicants to extend the Application's validity period for a specified additional period not exceeding 365 days, unless specifically mentioned or informed. Applicants not extending the Application's validity period when so requested would automatically be disqualified.

5.13.7 Application Due Date

5.13.7.1 Application must be submitted to UPSRTC office at the following address and not later than the Application Due Date as mentioned elsewhere in this document or as extended through issuance of a corrigendum or an addendum.

Uttar Pradesh State Road Transport Corporation (UPSRTC),
Parivahan Bhawan (Headquarters [HQs])
Tehri Kothi, M. G. Marg
Lucknow-226001
Uttar Pradesh

5.13.7.2 In case the last date of submission is declared as holiday by the State or Central Government or UPSRTC, the next working day will be treated as the Application Due Date.

5.13.8 Late Application

Applications received by the UPSRTC after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

5.13.9 Modifications/Substitution/ Withdrawal of Application

5.13.9.1 Any alteration/ modification in the Application or additional information supplied subsequent to the Application Due Date shall be disregarded.

5.13.10 Change in Projects

5.13.10.1 In case any of the Projects are called off for bidding at anytime during the Bidding Process by UPSRTC, the technical and financial eligibility of the Bidder as per the terms and conditions of the RFQ for that particular Project shall be turned null and void.

5.13.10.2 However, technical and financial capacity of the Bidder left over after calling off a specific Project, can be utilized for the remaining Projects being bid for, by the Bidder as provided at Appendix – 1 of this RFQ document. The provision of the Clause 5.13.10 shall be applicable only till the time of submission of Bids by the Bidder.

Section – 6: EVALUATION PROCESS

6.1 Opening of Bid Applications

6.1.1 UPSRTC shall open the Applications at 15.30 hours IST on the Application Due Date, at the place specified in Clause 5.13.5 and in the presence of the representatives of the Applicants, who choose to attend.

6.1.2 Initially, only the RFQ submission envelope shall be opened and checked for responsiveness. The RFP submission shall be kept un-opened and shall be opened and evaluated as per the Bidding Process mentioned in the RFP for the particular Project.

6.1.3 UPSRTC will subsequently examine and evaluate Applications in accordance with the provisions set out in Clause 5.5 and Clause 6.6 of this RFQ document.

6.1.4 Applicants are advised that pre-qualification of Applicants will be entirely at the discretion of the UPSRTC. Applicants 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.

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

6.1.6 The UPSRTC reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Application without assigning any reasons.

6.2 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the short-listed Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the UPSRTC in relation to or matters arising out of, or concerning the Bidding Process. The UPSRTC will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. The UPSRTC 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 UPSRTC.

6.3 Tests of Responsiveness

6.3.1. Prior to evaluation of Applications, UPSRTC will determine whether each Application is responsive to the requirements of the RFQ Document. An Application shall be considered responsive if the Application:

6.3.1.1 it is received as per Clause 5.13.3

6.3.1.2 it is received by the Application Due Date including any extension thereof pursuant to Clause 4.4;

6.3.1.3 mentions the validity period as set out in Clause 5.13.6

6.3.1.4 it is accompanied by the Power(s) of Attorney as specified in Clause 5.13.3

6.3.1.5 it contains all the information (complete in all respects) as requested in this RFQ;

6.3.1.6 it contains information in formats same as those specified in this RFQ;

6.3.1.7 it is accompanied by the Joint Bidding Agreement (for Consortium), specific to the Project(s), as stipulated in Clause 5.3.10 and Appendix - 8;

6.3.1.8 it does not contain any condition or qualification; and

6.3.1.9 is accompanied by applicable payment towards cost of the RFQ Document;

6.3.1.10 it is not non-responsive in terms hereof.

6.3.2 UPSRTC reserves the right to accept or reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by UPSRTC in respect of such Applications.

6.4 Clarifications

6.4.1 To facilitate evaluation of Applications, the UPSRTC may, at its sole discretion,

seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by the UPSRTC for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing.

6.4.2 If an Applicant does not provide clarifications sought as above, within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the UPSRTC may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the UPSRTC.

6.5 Evaluation Methodology

6.5.1 Only those Applicants who meet the eligibility criteria specified in Clauses 5.5.1 and 5.5.2 shall qualify for evaluation under this Section 6. Applications of firms/ consortia who do not meet these criteria shall be rejected.

6.5.2 The technical eligibility of the Bidder for any applied Project shall be ascertained as per the laid down criteria of Net Worth and Technical Capacity required for the Project(s). Refer Clause 5.5 and Table 2-1.

6.5.3 Any Applicant can apply for one, more than one or all Projects on the basis of technical eligibility.

6.5.4 The bids shall be opened as per the condition described in RFP document.

6.5.5 The RFP submission of only those Applicants who have qualified for a particular Project shall be scrutinized as per the terms and conditions of the RFP Document for that Project.

6.5.6 Such Applicants who have originally applied for more than one project and after opening of Financial Bid in any Project (i) get selected and awarded with the project then their net worth shall be deducted for subsequent applied bids (ii) do not get selected then their Net Worth shall be carried forward to subsequent applied bids without deduction.

A detailed illustration can be referred at Annexure - IV of RFQ

6.5.7 Subject to the provisions of Clauses 5.5.1 and 5.5.2, the following categories of experience would qualify as eligible in relation to eligible projects as stipulated in Clauses 6.5.8 and 6.5.9 (the “**Eligible Projects**”):

- Category 1: Project experience on Eligible Projects in Bus Terminal development sector that qualify under Clause 6.5.8
- Category 2: Project experience on Eligible Projects in transport sector that qualify under Clause 6.5.8
- Category 3: Project experience on Eligible Projects in other sectors that qualify under Clause 6.5.8
- Category 4: Construction experience on Eligible Projects in Bus Terminal, transport and other sectors that qualify under Clause 6.5.9

For the purpose of this RFQ:

- (i) Bus Terminal development sector would be deemed to include bus stations/ terminals, bus stations/ terminals integrated with commercial establishments, midway plazas and
- (ii) transport sector would be deemed to include railway stations, roads & bridges, ports, airports, railways, metro rail, inter modal transit centres, MMTS, RRTS, multi-level parking and
- (iii) other sectors would be deemed to include real estate development including housing, shopping mall and international convention centres, mining with experience of civil construction and power.

6.5.8 For a project to qualify as an Eligible Project under Categories 1, 2 and 3:

- (a) It should have been undertaken as a PPP project on BOT, DBFOT, BOLT, BOO, BOOT or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be.

6.5.9 For a project to qualify as an Eligible Project under Categories 4, the Applicant should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Application Due Date. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.

6.5.10 The Applicant shall quote experience in respect of a particular Eligible Project under any one category only, even though the Applicant (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

6.5.11 Subject to the provisions of Clause 6.5.12, an Applicant's experience shall be measured and stated in terms of Technical Capacity as per Clause 5.5.1. The factors as given in Table 2-2 shall be applicable for computing Technical Capacity as described in Clause 5.5.1.

Table 2-2: Factors for experience across categories

Categories	Factor
Category 1	2.00
Category 2	1.75
Category 3	1.50
Category 4	1.00

6.5.12 The Technical Capacity determined in accordance with Clause 6.5.11 in respect of an Eligible Project situated in a developed country which is a member of OECD shall be further multiplied by a factor of 0.5 (zero point five).

6.5.13 Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

6.6 Short-Listing and Notification

After the evaluation of RFQ proposals, the announcement of short-listed Bidders for participation in the RFP stage will be made through the following websites: <https://etender.up.nic.in> and www.upsrtc.com and besides communication through email to the eligible Bidders. The UPSRTC will not entertain any query or clarification from Applicants who fail to qualify either in writing or verbally or by any mode or method available.

6.6.1 All the Applicants with a Technical Score of 70 marks or above shall be treated at par by UPSRTC as shortlisted Bidders. Bids of shortlisted Bidders shall be opened by UPSRTC.

Section – 7: FRAUD AND CORRUPT PRACTICES

7.1 The Applicants 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 UPSRTC shall reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant 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.

7.2 Without prejudice to the rights of the UPSRTC, if an Applicant is found by the UPSRTC 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 Applicant shall not be eligible to participate in any tender or RFQ issued by the UPSRTC during a period of 2 (two) years from the date such Applicant is found by the UPSRTC 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.

7.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

7.3.1 “corrupt practice” means 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 UPSRTC who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOI or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, within three years after signing of the Concession Agreement, such official resigns or retires from or otherwise ceases to be in the service of the UPSRTC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or

7.3.2 “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;

7.3.3 “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;

7.3.4 “undesirable practice” means;

7.3.4.1 establishing contact with any person connected with or employed or engaged by the UPSRTC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or

7.3.4.2 having a Conflict of Interest; and

7.3.5 “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Section – 8: MISCELLANEOUS

8.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the courts at Lucknow, Uttar Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

8.2 UPSRTC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

8.2.1 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;

8.2.2 consult with any Applicant in order to receive clarification or further information;

8.2.3 pre qualify or not to pre qualify any Applicant and/ or to consult with any Applicant in order to receive clarification or further information;

8.2.4 retain any information and/ or evidence submitted to the UPSRTC by, on behalf of, and/ or in relation to any Applicant; and/ or

8.2.5 independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.

8.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the UPSRTC, 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.

8.4 The single currency for evaluation is Indian Rupee (INR). The conversion rate of Foreign Currencies shall be the State Bank of India bill selling rate of exchange as on the relevant date of the financial statements.

ANNEXURE - FORMATS FOR APPLICATION

(To be enclosed in Cover - 3)

APPENDIX - 1: LETTER COMPRISING THE APPLICATION FOR PRE QUALIFICATION

Dated:

To,
The Managing Director
Uttar Pradesh State Road Transport Corporation (UPSRTC),
Parivahan Bhavan,
Tehri Kothi,
M.G. Marg,
Lucknow-226001

Sub: Application for RFQ for development of Bus Terminals in the state of Uttar Pradesh on PPP Model

Dear Sir,

With reference to your RFQ document dated_____, we, having examined the RFQ document and understood its contents, hereby submit our Application for Qualification for the Project of development of bus stations on PPP Model in the following table:

S. No.	Name of Bus Terminal/ depot	If Application for this location considered or not (yes or no only)
1.	Kaushambi (Ghaziabad.)	
2.	Kanpur Central (Jhakarkati)	
3.	Varanasi Cantt.	
4.	Civil Lines, Prayagraj	
5.	Vibhuti Khand (Gomti Nagar)	
6.	Sohrabgate, Meerut	
7.	Transport Nagar, Agra	
8.	Idgah, Agra	
9.	Agra Fort (Agra)	
10.	Rasulabad, Aligarh	
11.	Mathura (old)	
12.	Ghaziabad	
13.	Gorakhpur	
14.	Charbagh bus station	
15.	Zero road depot, Prayagraj	
16.	Amausi, Lucknow	
17.	Sahibabad	

The Application is unconditional and unqualified.

- i. All information provided in the Application and its appendices is true and correct and all documents accompanying such Application are true copies of their respective originals.
- ii. This statement is made for the express purpose of qualifying as a Bidder for the aforesaid Project.
- iii. I/ We shall make available to the UPSRTC any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
- iv. I/ We acknowledge the right of the UPSRTC to reject our Application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- v. I/ We declare that:
 - a. I/ We have examined and have no reservations to the RFQ document, including any Addendum issued by the UPSRTC.
 - b. I/ We do not have any conflict of interest in accordance with Clause 5.4 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 Section 7 of RFQ document, in respect of any tender or Request for Proposal issued by or any agreement entered into with the UPSRTC or any other public sector enterprise or any government, Central or State; and
 - d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 7 of the RFQ 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.
- vi. I/ We understand that you may cancel the Bidding Process at anytime and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with Clause 5.9 of the RFQ document.
- vii. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(ies) the Net Worth, technical experience and other criteria and meet(s) all the requirements as specified in the RFQ document and are/ is qualified to submit a Bid.

- viii. I/ We declare that we/ any Member of the Consortium are/ is not a Member of any other Consortium applying for pre-qualification as in Clause 5.3.
- ix. I/We declare that we are fully conversant with the evaluation method to be adopted for qualification and shortlisting of Applicants at the end of the RFQ.
- x. 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.
- xi. 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.
- xii. 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.
- xiii. 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 RFQ, we shall intimate UPSRTC of the same immediately.
- xiv. The Statement of Legal Capacity as per format at Appendix - 5 provided in the RFQ document and duly signed, is enclosed. The power of attorney for signing of Application and the power of attorney for Lead Member of Consortium, as per format provided at Appendix - 6 and Appendix - 7 respectively of the RFQ are also enclosed.
- xv. I/ We understand that the selected Bidder shall either be business entity or shall incorporate itself as such prior to execution of the Concession Agreement as mentioned in Clause 5.2.2.
- xvi. I/ We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the UPSRTC in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project[s] and the terms and implementation thereof.
- xvii. I/ We agree and undertake to abide by all the terms and conditions of the RFQ document.
- xviii. I/ We certify that in terms of the RFQ, my/our Net worth for the last financial years preceding the Application Due Date is INR (INR in words).
- xix. In witness thereof, I/We submit this Application under and in accordance with the terms

of the RFQ document.

- xx. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close of Bus Terminal in accordance with the Concession Agreement.
- xxi. I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries as provided in Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure Public Procurement Division. I/We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority as defined in the aforesaid Order and will not sub-contract any work to a contractor from such countries unless such contractor is registered with such Competent Authority. I/We hereby certify that this bidder fulfils all requirements in this regard as mentioned in the aforesaid Order and is eligible to be considered.³

Yours faithfully,

Date: Signature of the Authorised Signatory)

Place: (Name and Designation of the Authorised Signatory) Name and seal of the Applicant/ Lead Member

All the pages of Appendix - 1 (Application for pre-qualification) should be submitted in original.

³ The above undertaking shall be accompanied by, wherever applicable, evidence of valid registration by the Competent Authority, in the manner provided in the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure Public Procurement Division, which shall be attached along with this Undertaking, in order to demonstrate compliance with Clause 2.2.1(b) of the RFP

APPENDIX - 2: DETAILS OF APPLICANT

- i.
 - a. Name:
 - b. Country of incorporation:
 - c. Address of the corporate headquarters and its branch office(s), if any, in India:
 - d. Date of incorporation and/ or commencement of business:
- ii. Brief description of the company including details of its main lines of business and proposed role and responsibilities in this Project:
- iii. Details of individual(s) who will serve as the point of contact/communication for the UPSRTC:
 - a. Name:
 - b. Designation:
 - c. Company:
 - d. Address:
 - e. Telephone Number:
 - f. E-Mail Address:
 - g. Fax Number:
- iv. Particulars of the authorized signatory of the applicant:
 - a. Name:
 - b. Designation:
 - c. Address:
 - d. Phone Number:
 - e. Fax Number:
- v. In case of a Consortium:
 - a. The information above (i-iv) should be provided for all the Members of the Consortium.
 - b. A copy of the Joint Bidding Agreement, as envisaged in Clause 5.3.10 should be attached to the Application.
 - c. Information regarding role of each Member should be provided as per table below:

TABLE 4-1: DETAILS OF CONSORTIUM

S. No.	Name of Member	Role*	Percentage equity of partners in consortium
1.			
2.			
3.			

*The role of each Member, as may be determined by the Applicant, should be indicated in accordance with the Joint Bidding Agreement.

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

TABLE 4-2: INFORMATION ABOUT CONSORTIUM MEMBERS

Name of Applicant/ Member of Consortium:

S. No.	Criteria	Yes	No
1.	Has the Applicant/ constituent of the Consortium been barred by the Government of Uttar Pradesh or UPSRTC or Government of India or any entity controlled by Government of Uttar Pradesh or Government of India from participating any project (BOT or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Application?		
3.	Has the Applicant/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reasons in relation to execution of contract, in the last three years?		

A statement by the Applicant and each of the Members of its Consortium (where applicable) 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):

Provide details of only those projects that have been undertaken by the Applicant under its own name and/ or by an Associate.

In case of projects, expenditure on development of a project shall not include the cost of land and also construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. In no case shall the cost of land be included.

For conversion of other currencies to INR, the rate of conversion shall be State Bank of India bill selling rate of exchange as on the due date for submission of RFQ.

APPENDIX - 3: FINANCIAL CAPACITY OF APPLICANT

Applicant type	Member Code	Net Worth (INR)	Turnover (INR)
Single entity Applicant		FY 2019-20:	FY 2019-20:
			FY 2018-19:
			FY 2017-18:
Lead Member		FY 2019-20:	FY 2019-20:
			FY 2018-19:
			FY 2017-18:
Consortium Member 1		FY 2019-20:	FY 2019-20:
			FY 2018-19:
			FY 2017-18:
Consortium Member 2		FY 2019-20:	FY 2019-20:
			FY 2018-19:
			FY 2017-18:

Name & address of Applicant's bankers:

An Applicant consisting of a single entity should fill in details as per the row titled single entity Applicant and ignore the rows titled Consortium Members. In case of a Consortium, row titled single entity applicant may be ignored.

The Applicant should provide details of its own Financial Capacity or of an Associate specified in Clause 5.5.2.

For conversion of other currencies into rupees, see clause 9.4.

Instructions

- i. The Applicant/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and annual reports for 3 (Three) years preceding the Application Due Date. The financial statements shall:
 - a. reflect the financial situation of the Applicant and its Associates where the Applicant is relying on its Associate's financials;
 - b. be audited by a statutory auditor;
 - c. be complete, including all notes to the financial statements; and correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- ii. Net Worth shall mean (Subscribed and Paid-up Equity* + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).

**may include Foreign Currency Convertible Debentures (FCCD) to the extent they are compulsorily convertible into equity of the company in-line with extant guidelines of RBI, GoI and GoUP and subject to certification by statutory auditor of the company.*
- iii. In the case of a Consortium, a copy of the Joint Bidding Agreement shall be submitted in accordance with Clause 5.3.10 of the RFQ document.
- iv. The Applicant shall also provide the name and address of the bankers to the Applicant.
- v. This Annexure - 3 shall be certified by an independent, practicing chartered accountant/ firm of chartered accountants, registered with the Institute of Chartered Accountants of India (ICAI), or its equivalent authority outside India. The Applicant shall provide the auditor's certificate specifying the Net Worth of the applicant and also specifying the methodology adopted for calculating such Net Worth in accordance with Section 3 of the RFQ document.

- vi. Member code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means technical Member, FM means financial Member, OMM means operation & maintenance Member; and OM means other Member. In case the eligible project relates to an Associate of the Applicant or its Member, write “Associate” along with Member code.

Certificate from Statutory Auditor for Net Worth of Bidder

This is to certify that the Net Worth and average Turnover of the Bidder is as per the form set below:

Net Worth in INR Crores for the last financial year (2019-20)		
	Particulars	Amount in INR
Add	Subscribed and paid up capital	
Add	Reserves & Surplus	
Less	Revaluation Reserves	
Less	Miscellaneous Expenditure not written off	
Less	Accrued Liability	
	Total Net worth	
Turnover for the last three financial years		
	Year	Amount in INR
A	FY 2019-20:	
B	FY 2018-19:	
C	FY 2017-18:	
	Average Turnover [A+B+C]/3	

Seal of the Statutory Auditor

Name:

Signature of the Statutory Auditor
and date

APPENDIX - 4: DETAILS OF ELIGIBLE PROJECTS

Project code:

Member code:

Table 6-1: Details of eligible projects

Item (1)	Particulars of the project (2)	
Title & Nature of the project		
Year-wise (a) payments received / made for construction, (b) payments made for development of various projects as mentioned in clause 5.5.1 and / or (c) revenues appropriated.		
Entity for which the project was constructed/developed		
Location		
Cost of the project		
Date of commencement of project / contract		
Date of completion / commissioning		
Equity shareholding (with period during which equity was held)		
Year wise value of work in percentage of the equity held in the eligible project	2015-16	
	2016-17	
	2017-18	
	2018-19	
	2019-20	

Instructions:

i. Applicants are expected to provide information in respect of eligible projects in this annex. The projects cited must comply with the eligibility criteria specified in the RFQ, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Application. Applicants should also refer to the instructions below.

- ii. For a single entity Applicant, the project codes would be a, b, c, d etc. In case the Applicant is a Consortium then for Member 1, the project codes would be 1a, 1b, 1c, 1d etc., for Member 2 the project codes shall be 2a, 2b, 2c, 2d etc., and so on.
- iii. A separate sheet should be filled for each eligible project.
- iv. Member code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means technical Member, FM means financial Member, OMM means operation & maintenance Member; and OM means other Member. In case the eligible project relates to an Associate of the Applicant or its Member, write “Associate” along with Member code.
- v. The total payments received/ made and/or revenues appropriated for each eligible project are to be stated in Appendix - 4. The figures to be provided here should indicate the break-up for the past 5 (Five) financial years. Year 1 (2019-20) refers to the financial year immediately preceding the Application Due Date; Year 2 (2018-19) refers to the year before Year 1, Year 3 (2017-18) refers to the year before Year 2, and so on. For eligible projects’ expenditure on development of the project and/or revenues appropriated, as the case may be, should be provided, payments made/received only in respect of construction should be provided.
- vi. In case of projects particulars such as name, address and contact details of owner/ authority/ agency (i.e. concession grantor, counter party to Concession Agreement, etc.) may be provided.
- vii. Provide the estimated capital cost of eligible project.
- viii. In case of projects, the date of commissioning of the project, date of completion of construction should be indicated as in Appendix - 4.
- ix. For all the projects, the equity shareholding of the Applicant, in the company owning the eligible project, held continuously during the period for which Eligible Project is claimed, needs to be given.
- x. Experience for any activity relating to an eligible project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect

of the same experience shall be permitted in any manner whatsoever.

- xi. Certificate from the Applicant's statutory auditor must be furnished as per format below.
- xii. The Applicant claiming Eligible Projects under Categories 1, 2 & 3 should provide a certificate from its statutory auditor in the format below:

Certificate from the statutory auditor regarding PPP

This is to certify that (name of the Applicant/Member/Associate) is/ was an equity shareholder in (title of the project company) and holds/ held INR. crore (INR crore) of equity (which constitutes% of the total paid up and subscribed equity capital) of the project company from (date) to (date). The project was/is likely to be commissioned on (date of commissioning of the project).

We further certify that the total estimated capital cost of the project is INR cr., of which INR cr. of capital expenditure was incurred during the past five financial years equivalent to the equity held by the Bidder as per year wise details and we also certify that the annual revenues collected and appropriated by the aforesaid project company in terms of Clauses _____ and _____ of the RFQ during the past five financial years were INR Cr. as per the year wise details noted below:

FY	Capital expenditure incurred in proportion to the equity held in the assignment	Revenues collected and appropriated in proportion to the equity held in the assignment
2015-16		
2016-17		
2017-18		
2018-19		
2019-20		

Seal of the statutory auditor

Name:

Signature of the statutory auditor and date

Remarks

1. In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would still be necessary.
2. Refer Clause 5.5 of the RFQ.
3. Provide certificate as per this format only. Attach explanatory notes to the certificate, if necessary
4. It is further certified that the payments/ receipts indicated above are restricted to the share of the Applicant who undertook these works as a partner or a Member of Consortium.

xiii. If the Applicant is claiming Eligible Projects under Categories 4, it should provide a certificate from its statutory auditors or the client in the format given below:

Certificate from the statutory auditor/ client regarding construction works

This is to certify that (name of the Applicant/ Member/Associate) was engaged by..... (title of the project company) to execute (name of project) for (nature of project). The construction of the project commenced on (date) and the project was/ is likely to be commissioned on (date, if any). It is certified that.....(name of the Applicant/ Member/Associate) received/paid INR cr. (Rupees crore) by way of payment for the aforesaid construction.

We further certify that the total estimated capital cost of the project is INR cr., of which the Applicant/Member/Associate received/paid INR cr. (NR crore), in terms of Clause ---- of the RFQ, during the past five financial years as per year-wise details noted below:

FY	Capital expenditure incurred in proportion to the equity held in the assignment	Revenues collected and appropriated in proportion to the equity held in the assignment
2015-16		
2016-17		
2017-18		
2018-19		
2019-20		

[It is further certified that the payments/ receipts indicated above are restricted to the share of the Applicant who undertook these works as a partner or a Member of joint venture/ Consortium.]

Seal of the statutory auditor

Name:

Signature of the statutory auditor and date

xiv. In the event that credit is being taken for the Eligible Projects of an Associate, the Applicant should also provide a certificate in the format below:

Certificate from the Statutory Auditor/ Company Secretary regarding Associate[§]

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of (*name of the Applicant/ Consortium Member/ Associate*) is held, directly or indirectly[£], by (*name of Associate/ Applicant/ Consortium Member*). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of the RFQ.

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

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

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of

Date:

the authorised signatory).

[§] In the event that the Applicant/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

[£] In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of “control” is not broken.

- xv. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of technical experience.
- xvi. Provide certificate as per the above formats only. Attach explanatory notes to the certificate, if necessary.

APPENDIX - 6: POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Know all men by these presents, We..... (name of the company and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Application for pre-qualification and submission of our bid[s] for the Project[s] proposed or being developed by the UPSRTC including but not limited to signing and submission of all Applications, bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to the UPSRTC, representing us in all matters before the UPSRTC, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid[s], and generally dealing with the UPSRTC in all matters in connection with or relating to or arising out of our bid for the said Project[s] and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the UPSRTC.

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

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2.....

For (Signature)
(Name, Title and Address)

Witnesses:

- 1.
- 2.

Accepted

..... (Signature)

(Name, Title and Address of the Lead Member) (Notarized)

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 executants) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a Board resolution/ power of attorney in favor of the person executing this power of attorney for the delegation of power hereunder on behalf of the Applicant.
- For a power of attorney executed and issued overseas, the document will also have to be legalized by the Indian embassy and notarized in the jurisdiction where the power of attorney is being issued.

APPENDIX - 7: POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

Whereas the UPSRTC has invited Applications from interested parties for the project[s].

Whereas,

1.,
2. and
3. (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project[s] in accordance with the terms and conditions of the Request for Qualification document (RFQ), Request for Proposal (RFP) and other connected documents in respect of the Project[s], 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[s] 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, (hereinafter collectively referred to as the “Parties”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Lead Member”). We hereby irrevocably authorize 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[s] 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[s] for the Project[s], 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 bid[s] of the Consortium and generally to represent the Consortium in all its dealings with the UPSRTC, 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[s] for the Project[s] and/ or upon award thereof till the Concession Agreement is entered into with the UPSRTC.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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

For (Signature)

.....

(Name & Title)

For (Signature)

.....

(Name & Title)

For (Signature)

.....

(Name & Title)

Witnesses:

1.

2.

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a Board resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a power of attorney executed and issued overseas, the document will also have to be legalized by the Indian embassy and notarized in the jurisdiction where the power of attorney is being issued.

APPENDIX - 8: DRAFT JOINT BIDDING AGREEMENT

(To be executed on Stamp paper of INR 100)

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

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

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. UTTAR PRADESH STATE ROAD TRANSPORT CORPORATION, established under the Road Transport Corporation Act, 1950, represented by its Managing Director and having its Headquarter office at Tehri Kothi, Mahatma Gandhi Marg, Lucknow] (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Applications (the Applications”) by its Request for Qualification No. dated (the “RFQ”) for pre-qualification and short-listing of Bidders for Development, operation and maintenance of Bus Stations in the state of Uttar Pradesh (the “Project”) through Public Private Partnership.

B. The Parties are interested in jointly bidding for the Project as Members of a Consortium and in accordance with the terms and conditions of the RFQ document and other Bid Documents in respect of the Project, and

C. It is a necessary condition under the RFQ 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 RFQ

2. Project

Project in this case shall mean Development of Bus Stations in the State and more specifically all the bus station sites for which Application has been made as per Appendix 1 of the Proposal by this Consortium

3. Consortium

The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.

The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project either directly or indirectly or through any of their Associates.

4. Covenants

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

5. Role of the Parties

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

- a. Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;
- b. Party of the Second Part shall be {the _____ Member of the Consortium;
- c. Party of the Third Part shall be the _____ Member of the Consortium;

6. Joint and Several Liability

6.1 The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFQ, RFP and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

7. Shareholding in the SPV

7.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party: _____

Second Party: _____

{ Third Party: } _____

7.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, till COD of Commercial Complex be held by the Parties of the First Part,

7.3 {Second and Third} Part shall hold a minimum of 10% till COD of Commercial Complex.

7.4 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7.5 The Parties undertake that there shall be no change in either the equity holding of the each of the Parties in the Consortium or any change in the composition of the Consortium during the Bid Stage and that if any changes are observed then it will lead to disqualification of the entire Consortium.

8. Representation of the Parties

- a. Each Party represents to the other Parties as of the date of this Agreement that:
 - i. 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 Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental 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 Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

9. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated.

10. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India and the Courts of Lucknow shall have the necessary jurisdiction.

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

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

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of

Lead Member by:

Second part by:

Third part by:

(Signature)

(Signature)

(Signature)

(Name)

(Name)

(Name)

(Designation)

(Designation)

(Designation)

(Address)

(Address)

(Address)

In the presence of:

- i. Witness 1:
- ii. Witness 2:

Notes:

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

APPENDIX - 9: TECHNICAL CAPACITY OF THE APPLICANT

Applicant type[#] (1)	Member Code[¥] (2)	Project Code^{¥¥} (3)	Category^{\$} (4)	Experience[£] (Equivalent INR crore) ^{\$\$} (5)	Product^{££} (6)
Single entity Applicant		a			
		b			
		c			
		d			
Consortium Member 1		1a			
		1b			
		1c			
		1d			
Consortium Member 2		2a			
		2b			
		2c			
		2d			
Consortium Member 3		3a			
		3b			
		3c			
		3d			
Technical Capacity (sum of products obtained above for all the projects)					

[@] *Provide details of only those projects that have been undertaken by the Applicant under its own name and/ or by an Associate and/ or by a project company.*

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

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

^{¥¥}*Refer Appendix - 4. Add more rows if necessary.*

^{\$} *Refer Clause 6.5.7.*

[£] *The cost of land shall not be included while computing the product of an Eligible Project.*

^{\$\$} *For conversion of other currencies into INR, see clause 9.4.*

^{££}*Divide the amount in the Experience column by one crore and then multiply the result thereof by the applicable factor set out in Table 2-2 to arrive at the product for each Eligible Project. In the case of an Eligible Project situated in an OECD country, the Experience Score so arrived at shall be further multiplied by 0.5, in accordance with the provisions of Clause 6.5.12.*

APPENDIX - 10: O&M EXPERIENCE OF THE APPLICANT

Applicant type# (1)	Member Code[¥] (2)	Project Code^{¥¥} (3)	Title of the project	Date of commencement of project/ contract	Date of completion of project/ contract <i>(Ongoing in case the project/ contract is still underway)</i>	Cost of the project in which Applicant has the O&M Experience (INR crore) ^{\$\$} (5)
Single entity Applicant		a				
		b				
		c				
		d				
Consortium Member 1		1a				
		1b				
		1c				
		1d				
Consortium Member 2		2a				
		2b				
		2c				
		2d				
Consortium Member 3		3a				
		3b				
		3c				
		3d				

O&M Experience (sum of costs of the above mentioned projects)	
--	--

#An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Applicant may be ignored.

@ Provide details of only those projects that have been undertaken by the Applicant under its own name and/ or by an Associate and/ or by a project company.

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

¥¥ For a single entity Applicant, the project codes would be a, b, c, d etc. In case the Applicant is a Consortium then for Member 1, the project codes would be 1a, 1b, 1c, 1d etc., for Member 2 the project codes shall be 2a, 2b, 2c, 2d etc., and so on. Add more rows if necessary.

\$\$ For conversion of other currencies into INR, see clause 9.4.

Certificate from Statutory Auditor regarding O&M Experience

Based on the authenticated records made available to us by _____ (name of the Applicant/ Member), this is to certify that _____ (name of the Applicant/ Member) was engaged for the purpose of operations & maintenance activities for the above captured projects.

Seal of the statutory auditor

Name:

Signature of the statutory auditor and date

**APPENDIX - 11: FORMAT OF UNDERTAKING FOR TIE-UP WITH AN ENTITY/
PERSONNEL HAVING EXPERIENCE RELATING TO THE PERFORMANCE OF
O&M**

*(Refer Clause 5.5.3)
[on letter head of Bidder/Lead Member]*

Date:

To,
The Managing Director
Uttar Pradesh State Road Transport Corporation (UPSRTC),
Parivahan Bhavan, Tehri Kothi, M.G. Marg,
Lucnow-226001

Sub: Bid for development of bus stations in the state of Uttar Pradesh on PPP Model – Kanpur Central (Jhakarkati) bus terminal.

Dear Sir,

I/We have read and understood the RFQ in respect of the captioned Project provided to us by the, Uttar Pradesh State Road Transport Corporation (UPSRTC).

We hereby agree and undertake as under:

(a) Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid I/ we hereby agree and undertake that if the Kanpur Central (Jhakarkati) bus terminal project is/are been awarded to me/us by UPSRTC I/We will tie up with an entity/ personnel having experience relating to the performance of O&M having requisite experience as mentioned in Clause 5.5.3 of this document.

(b) I/we hereby agree that the appointment of such an entity/ personnel having experience relating to the performance of O&M shall be subject to approval of UPSRTC.

(c) I/we hereby agree that I / we will tie up with an entity/ personnel having experience relating to the performance of O&M for a minimum period of 5 (five) years from the date of COD of Bus Terminal for entrusting its operations & maintenance (O&M) obligations towards the Bus Terminal, failing which the Concession Agreement signed with UPSRTC shall be terminated.

(d) I/we hereby agree that I / we will submit copy of agreement/letter of association between an entity/ personnel having experience relating to the performance of O&M and me/us to UPSRTC immediately after the appointment of an entity/ personnel having experience relating to the performance of O&M .

Yours faithfully,

RFQ for Development of Kanpur Central (Jhakarkati) bus terminal] on PPP Model

Date:

Place:

(Signature, name and designation of the Authorized Signatory)

Name and seal of the Bidder/ Lead Member

ANNEXURE – I: COPY OF THE MODEL BUILDING BYE LAWS AND ZONING REGULATION ISSUED BY H&UPD, GoUP

उत्तर प्रदेश शासन
आवास एवं शहरी नियोजन अनुभाग-3
संख्या-2304/8-3-13-04एल.यू.सी./2010
लखनऊ : दिनांक : 31 अक्टूबर, 2013

अधिसूचना

चूंकि राज्य सरकार उत्तर प्रदेश नगर योजना एवं विकास अधिनियम, 1973 के सुसंगत प्राविधानों के अधीन प्रवृत्त महायोजनाओं के जोनिंग रेगुलेशन्स में "यातायात एवं परिवहन" भू-उपयोग में "सार्वजनिक-निजी सहभागिता (पी.पी.पी.)" के आधार पर विकसित किये जाने वाले बस स्टेशन के अन्तर्गत क्रियाओं की अनुमन्यता में संशोधन करने के सम्बन्ध में दैनिक समाचार पत्र "दैनिक जागरण" व "अमर उजाला" के दिनांक-27.07.2013 के संस्करण में प्रकाशित की गयी थी,

और चूंकि उपर्युक्त सूचना में निर्निदिष्ट समय के अन्दर जन सामान्य से कोई आपत्ति एवं सुझाव आवास वन्चु, उ0प्र0 में प्रस्तुत नहीं किये गये, अतः प्रकरण में कोई आपत्ति एवं सुझाव प्राप्त न होने की स्थिति में समिति के गठन का कोई औचित्य नहीं पाया गया।

अतएव, अब, उत्तर प्रदेश राष्ट्रपति अधिनियम (परिष्कारों सहित पुनः अधिनियमित)-1974 (उत्तर प्रदेश अधिनियम संख्या-30 सन् 1974) द्वारा परिष्कारों सहित यथा पुनः अधिनियमित उत्तर प्रदेश नगर योजना और विकास अधिनियम, 1973 (राष्ट्रपति अधिनियम संख्या-11 सन् 1973) की धारा-13 की उपधारा-(2) के उपबन्धों के अधीन जहाँ का प्रयोग करके श्री राज्यपाल प्रवृत्त महायोजनाओं के जोनिंग रेगुलेशन्स में "यातायात एवं परिवहन" भू-उपयोग में "सार्वजनिक-निजी सहभागिता (पी.पी.पी.)" के आधार पर विकसित किये जाने वाले बस स्टेशन के अन्तर्गत क्रियाओं की अनुमन्यता में संशोधन नीचे अंकित है, संशोधन करते हैं :-

* "सार्वजनिक-निजी सहभागिता (पी.पी.पी.) के आधार पर विकसित किए जाने वाले बस स्टेशन हेतु अनुमन्य बेसिक एफ.ए.आर. के न्यूनतम 55 प्रतिशत के अन्तर्गत निम्न क्रियाएं अनुमन्य होंगी :-

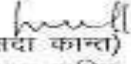
- (1) बस और यात्रियों से संबंधित सुविधाएँ यथा-टिकट बुकिंग काउन्टर, प्रतीक्षालय / विश्रामालय, जल-पान गृह, जूस/स्नेक, बुक स्टाल, पी.सी.ओ., ए.टी.एम, फर्ट-एड सुविधा, सामान कक्ष (क्लॉकरोम), शौचालय एवं स्नानगृह, बस से संबंधित प्रशासनिक एवं अन्य कार्यालय, बजट श्रेणी होटल/डोरमेट्री, पार्किंग, गार्ड रूम आदि क्रियाएँ सामान्यतः अनुमन्य होंगी, (बस स्टेशन में अनुमन्य स्टाल्स का क्षेत्रफल अधिकतम 15 वर्ग मीटर होगा) जिसके लिए प्रभाव शुल्क देय नहीं होगा।
- (2) पी.पी.पी.मॉडल के आधार पर विकसित किये जाने वाले बस स्टेशन के अन्तर्गत वाणिज्यिक उपयोग हेतु अनुमन्य बेसिक एफ.ए.आर. के न्यूनतम 45 प्रतिशत के अन्तर्गत निम्न क्रियाएं अनुमन्य की जानी होंगी :-
- (i) बस स्टेशन के अन्तर्गत कार्यालय, होटल (श्री-स्टार तक), रेस्टोरेन्ट, दैनिक उपयोग की दुकानें इस शर्त के अधीन अनुमन्य होंगी कि निर्मित/विकसित क्षेत्र में मूखण्ड

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हेतु पहुँच मार्ग की न्यूनतम चौड़ाई 18 मीटर तथा नये/अधिकसित क्षेत्र में 24 मीटर होगी। उक्त क्रियाओं हेतु प्रभाव शुल्क देय नहीं होगा।

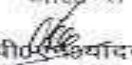
- (ii) माल/मल्टीप्लेक्स इस शर्त के अधीन अनुमन्य होंगे कि पहुँच मार्ग की न्यूनतम चौड़ाई 24 मीटर होगी। उपरोक्त क्रियाओं में मल्टीप्लेक्स के अन्तर्गत केवल सिनेमा हॉलस तथा उसकी अनुषांगिक क्रियायें यथा-टिकट विन्डो, स्नैक स्टॉल, वेटिंग लाउन्ज एवं प्रसाधन आदि पर नियमानुसार प्रभाव शुल्क देय होगा।
- (iii) प्रभाव शुल्क की धनराशि उपरोक्त प्रस्तर (ii) में उल्लिखित मल्टीप्लेक्स के अन्तर्गत सिनेमा हॉलस तथा उसकी अनुषांगिक क्रियाओं यथा टिकट विन्डो, स्नैक स्टॉल, वेटिंग लाउन्ज एवं प्रसाधन आदि के तल क्षेत्रफल को बस स्टेशन हेतु अनुमन्य बेसिक एफ.ए.आर. के 45 प्रतिशत से विभाजित करने पर प्राप्त भूमि के क्षेत्रफल पर देय होगी तथा इसकी गणना संबंधित नगर के सहस्रयोजना जोनिंग रेगुलेशन में सशर्त अनुमन्य क्रियाओं हेतु निर्धारित फार्मूले के अनुसार की जाएगी।

बस स्टेशन के अन्तर्गत वाणिज्यिक उपयोग हेतु अनुमन्य बेसिक एफ.ए.आर. के अधिकतम 45 प्रतिशत के अन्तर्गत दैनिक उपयोग की अनुमन्य एवं निषिद्ध दुकानों/व्यवसायों की सूची संलग्न है।


(सदा कान्त) 31/10/13.
प्रमुख सचिव

संख्या-2304 (1)/3-3-2013-04एल.यू.सी./2010 तददिनांक

प्रतिलिपि संयुक्त निदेशक, राजकीय मुद्रणालय, ऐश्याग, लखनऊ को इस निर्देश के अन्तर्गत दिनांक 31/10/13के असाधारण गजट विधायी परिशिष्ट भाग-4 खण्ड 'ख' में प्रकाशित कराये तथा 10 मुद्रित प्रतियां इस अनुभाग को तथा नीचे आंकृत अधिकारियों को 05-05 प्रतियां उन्हें सीधे उपलब्ध कराने का कष्ट करे।

आज्ञा से

(पी0प्रदेव) अनु सचिव

संख्या-2304 (2)/8-3-2013-04एल.यू.सी./2010 तददिनांक

- 1- प्रमुख सचिव, परिवहन विभाग, उ0प्र0 शासन।
- 2- उपाध्यक्ष, समस्त विकास प्राधिकरण, उत्तर प्रदेश।
- 3- मुख्य नगर एवं ग्राम नियोजक, उत्तर प्रदेश, लखनऊ।
- 4- गार्ड फाईल।

आज्ञा से

(पी0प्रदेव) अनु सचिव

अधिसूचना सं०— /B-3-13-04एल.यू.सी./10 दि०..... 10.2013 का संलग्नक
वाणिज्यिक उपयोग हेतु अनुमन्य बेसिक एफ.ए.आर. के अधिकतम 45 प्रतिशत के अन्तर्गत
दैनिक उपयोग की अनुमन्य दुकानों की सूची निम्नवत है :-

1. जनरल प्राविजन स्टोर
 2. मिठाई / गढ़े पदार्थ / स्नैक्स / फल / बेकरी
 3. मेडिकल स्टोर / क्लीनिक
 4. स्टेशनरी / किताबें / मैगजिन / अखबार / बुक बाइंडिंग
 5. लाइविंग फ्लॉट-स्टेट फैंस, आदि
 6. खेपे का सामान
 7. इंडोमेड गारमेंट
 8. बूटी पार्लर / हेयर ड्रेसिंग
 9. सौन्दर्य प्रसाधन
 10. टेलरिंग व ड्रेसिंग शाप
 11. घडी / घरमे
 12. कढ़ाई-बुनाई / पेन्टिंग / गिफ्ट शॉप
 13. केबल टी.वी. संचालन, सी.डी. / डी.वी.डी. / विडियो कैसेट
 14. सैनटरी / प्लम्बर शाप
 15. विद्युत उपकरण
 16. कम्प्यूटर हार्डवेयर / सॉफ्टवेयर
 17. साइबर कैफे
 18. ड्राइकलीनिंग / लाप्टोप
 19. टेलीफोन बूथ / पी.सी.ओ.
 20. गिफ्ट शाप
 21. कैंटीन / फूड कोर्ट
 22. वेल्डिंग मशीन्स
 23. लोकल नावेल्टीज
 24. हँपडी फ्राफ्टस
 25. दुग्ध पदार्थों का खुदरा विक्रय स्टाल।
 26. मोबाईल शाप
 27. समरूप दैनिक उपयोगिताओं की अन्य दुकानें।
- दैनिक उपयोग की दुकानों के अन्तर्गत निषिद्ध व्यवसाय**
1. फिश/मीट/सब्जी (केवल डिपार्टमेंटल स्टोर के अन्तर्गत अनुमन्य)
 2. वाइन शॉप/आवकारी सम्बन्धित (केवल व्यवसायिक क्षेत्र में चिन्हित रेकॉरिडेशनल क्लब, बैंकवेदस लॉज, धी स्टार व उच्च श्रेणी के होटल के अन्तर्गत लाईसेन्स आधार पर)
 3. नर्सिंग होम/मैटरनिटी होम
 4. ऑटोमोबाईल रिपेयरिंग/एसेसरीज
 5. बड़ई कार्य/लौहार कार्य
 6. प्रिंटिंग प्रेस
 7. आटा चक्की/लघु उद्योग/बृहद उद्योग
 8. प्रदूषण युक्त व्यवसाय
गुटखा शॉप।

ANNEXURE – II: FINANCIAL OBLIGATIONS

Table specifying Bid Security, Performance Security and Performance Guarantee for the Project

S. No.	Project Site	Estimated Cost of Const in INR Crores	Bid Security in form of Demand Draft or Bank Guarantee in INR lakhs	Performance Security in the form of Bank Guarantee in INR lakhs	Performance Guarantee in the form of Bank Guarantee in INR lakhs
1.	Kaushambi (Ghaziabad.)	238	238	1,190	595
2.	Kanpur Central (Jhakarkati)	166	166	830	415
3.	Varanasi Cantt.	151	151	755	378
4.	Civil Lines, Prayagraj	114	114	570	285
5.	Vibhuti Khand (Gomti Nagar)	374	374	1,870	935
6.	Sohrabgate, Meerut	112	112	560	280
7.	Transport Nagar, Agra	192	192	960	480
8.	Idgah, Agra	53	53	265	133
9.	Agra Fort (Agra)	21	21	105	53
10.	Rasulabad, Aligarh	262	262	1,310	655
11.	Mathura (old)	45	45	225	113
12.	Ghaziabad	64	64	320	160
13.	Gorakhpur	128	128	640	320
14.	Charbagh bus station	47	47	235	118
15.	Zero road depot, Prayagraj	40	40	200	100
16.	Amausi, Lucknow	189	189	945	473
17.	Sahibabad	352	352	1,760	880

ANNEXURE - III: ILLUSTRATIVE CALCULATION OF FAR AVAILABLE FOR DEVELOPMENT AT A SITE



ANNEXURE – IV ILLUSTRATION OF BID OPENING AND BIDDER SELECTION

Scenario:

- (i) There are 5 Project sites for Bidding. The Estimated Cost of Construction and Minimum Net Worth of all the respective sites are:

<i>Sites</i>	<i>Sahibabad</i>	<i>Aligarh</i>	<i>Amausi, Lucknow</i>	<i>Sohrabgate, Meerut</i>	<i>Agra Fort</i>
Estimated Cost of Construction (in Cr)	352	262	189	112	21
Min. Net worth criteria (in Cr)	105.6	78.6	56.7	33.6	6.3

Assumption:

- (i) All Applicants have applied for the above mentioned five Project sites
(ii) All Applicants are technically eligible for bidding
(iii) The net worth (assumed) of all four Applicants are as:

<i>Bidder</i>	<i>Given Net Worth (in Cr)</i>
W	100
X	150
Y	200
Z	250

- (iv) The upfront premiums (assumed) quoted are as:

<i>Upfront Premium (in Cr)</i>	<i>Sahibabad</i>	<i>Aligarh</i>	<i>Amausi, Lucknow</i>	<i>Sohrabgate, Meerut</i>	<i>Agra Fort</i>
W	5.25	10	2.25	2.75	9.5
X	8.5	7.75	6	0.5	4.75
Y	7.5	9.5	0.25	7.25	6.5
Z	4	7.75	6.5	3	10

Bid opening and bidder selection condition:

- (i) The opening of Bids is based on decreasing Estimated Cost of Construction of the five sites.

- (ii) If a Applicant gets selected and awarded with a project then its net worth shall be deducted with minimum networth requirement for such a site
- (iii) If a Applicant does not get selected then their Net Worth shall remain as-is for subsequent sites.

Selection of Bidder:

- (i) Based on the Bid opening and bidder selection conditions, RFPs of Sahibabad site will be opened first. Since X quoted the highest upfront premium, it shall be awarded the project.
- (ii) The net worth of X will be reduced to 44.4 Cr (150 Cr – 105.6 Cr) while opening of next bid for Aligarh site. The net worth of other participants will remain intact.
- (iii) As per the net worth eligibility, X is not eligible to participate for Aligarh site. The project of Aligarh site is awarded to W.
- (iv) The process is repeated until RFPs of all the sites are opened.
- (v) Z is selected for Amausi site and Agra Fort site while Y is selected for Sohrabgate site.

Final Result:

- (i) The selected bidders for all the five sites are given in below table:

<i>Sites</i>	<i>Sahibabad</i>	<i>Aligarh</i>	<i>Amausi, Lucknow</i>	<i>Sohrabgate, Meerut</i>	<i>Agra Fort</i>
<i>Highest Upfront Premium (in Cr)</i>	8.5	10	6.5	7.25	10
<i>Bidder to whom the site is awarded</i>	X	W	Z	Y	Z