

Development of Commercial Facilities in Vacant lands of TSRTC, under B.O.T. Scheme

**Volume I
Instructions
to Bidders**

REQUEST FOR PROPOSAL, TSRTC



TSRTC

Development of Commercial Facilities in Vacant lands of TSRTC at Old Bus Station Siddipet, under B.O.T. Scheme

RFP for BOT Project at Old Bus Station Siddipet

Request for Proposal (RFP)

Bidder

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This RFP contains the following:

Volume -I	Instructions to Bidders
Volume -II	Formats for Bid Submissions
Volume -III	Development Controls & Technical Specifications
Volume -IV	Draft Authorisation Agreement
Volume-V	Data Sheet of the Individual BOT Projects

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**Volume I
Instructions
to Bidders**

REQUEST FOR PROPOSAL, TSRTC



TSRTC

**Development of Commercial Facilities in Vacant lands of TSRTC
at following places , under B.O.T. Scheme**

Request for Proposal (RFP)

Volume -I

Instructions to Bidders

Bidder

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SCHEDULE OF BIDDING PROCESS:

Sl. No	Event Description	Schedule Date
1.	Issue of RFP Documents	From 25.09.2017 to 07.10.2017
2.	Pre-Bid Conference	Will be notified in web portal.
3.	Due Date and time for submission of Bids	12.10.2017 till 15.00 Hrs. Chief Civil Engineer, TSRTC 3rd Floor (Block – B) Bus Bhavan, Musheerabad, Hyderabad – 500 624
4.	Opening of Bids	At 16.00 Hrs on 12.10 .2017.

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DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided in writing to Bidder(s) on any media by or on behalf of Telangana State Road Transport Corporation (TSRTC) or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by TSRTC to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their bid ("**Bid**"). This RFP includes statements, which reflect various assumptions and assessments arrived at by TSRTC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for TSRTC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

TSRTC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidders or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP.

TSRTC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

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

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

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

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INVITATION TO BIDS

To

Sir:

Telangana State Road Transport Corporation (TSRTC), one of the largest Public Transport Corporation in the world, envisages **“Development of Commercial Facilities at places mentioned in the above statement, under Build, Operate & Transfer (B.O.T.) Scheme”**.

1. “, with Private Sector Participation.

TSRTC has constructed 95 Bus Depots and 359 Bus Stations across the state to serve the needs of the bus commuters. To meet its infrastructure needs, and to undertake development of new infrastructure and up gradation of existing infrastructure, there is a need to have access to financial resources. TSRTC intends to utilize some of the prime land parcels belonging to it for commercial development to generate resources on a continuous and sustainable basis and envisage providing quality amenity facilities to the passengers/ commuters.

TSRTC is issuing Request for Proposal (RFP) document and inviting sealed Bids from interested Bidders for the Design, Finance, Construction, Operations and Maintenance of the said Project. The project is proposed to be implemented on a Build (Design and Finance), Operate and Transfer (the **“BOT”**) basis. The RFP document for the project comprises of the following:

Volume – I	Instruction to Bidders
Volume- II	Formats for Bid Submission Part A : Formats for Bid Submission (Outer Envelope) Part B : Formats for Technical Bid (Envelope I) Part C : Formats for Price Bid (Envelope 2)
Volume – III	Development Controls and Technical Specifications
Volume – IV	Draft Authorisation Agreement

2. The broad scope of work for the Authorisee includes designing, financing, constructing, operating and maintaining the Project in accordance with the terms of the Authorisation Agreement.
3. The Bidder can be a single entity or a group of entities coming together (the **“Consortium”**) or firms.

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4. The RFP documents can be downloaded from our website <http://tsrtc.telangana.gov.in> from **25.09.2017 to 07.10.2017**.
5. The Cost of RFP documents for is specified in the **DATA SHEET** and shall be submitted along with their Bids in the form of Demand Draft (separate from Bid Security) obtained from Nationalised / Scheduled bank payable in favour of "**FA ,TSRTC, Hyderabad**".
6. The Bid comprising of "**Technical Proposal**" and "**Price Bid**" in **two separate envelopes placed in an outer envelope** along with Bid processing fee and **Bid Security** specified in the **DATA SHEET** and **Cost of RFP** etc., as specified in the RFP shall be submitted in the specified Tender Box at the address given below.

Chief Civil Engineer,
Telangana State Road Transportation Corporation
3rd Floor (Block – B)
Bus Bhavan, Musheerabad,
Hyderabad – 500 624
Tel : 040-27614172

Note:- The bids received without the **Cost of RFP** and **Bid Security** in the form of Demand Drafts will be summarily **rejected** and will not be considered for evaluation.

7. The Bids should reach not later than **15:00 Hrs (IST) on the date specified in the 'Schedule of Bidding Process'** above. In the event that the Due Date for the Bid submission is a holiday for TSRTC, the next working day will be the date of submission. Interested applicants /bidders may obtain further information from the office specified in paragraph 7.
8. A Bid Security for the Project, shall be submitted in the form of Demand Draft issued by a Nationalised Bank / Scheduled (except Co-operative) Bank, in favour of "**FA,TSRTC,, Hyderabad**", and payable at Hyderabad shall accompany the Bids.
9. The Bids shall be filled in English and all entries must be typed and written in blue/ black ink. Initials of the authorized representative of the bidder must attest all erasures and alterations made if any while filling the Bids. Over-writing of figures in Financial Bid is not permitted. Failure to comply with any of these conditions may render the Bid invalid.
10. Neither TSRTC shall be responsible for any costs or expenses incurred by the Bidders in connection with the preparation and delivery of bids, including costs and expenses related to visits to the sites. TSRTC reserves the rights to cancel, terminate, change or modify this procurement/bid process and/or requirements of bidding stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.
11. A Pre-Bid conference will be held at Hyderabad on **TSRTC web site** During the course of Pre-Bid conferences, the Bidders will be free to seek clarifications and

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make suggestions for consideration of TSRTC. TSRTC shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

12. The bid evaluation process is detailed in Instructions to Bidders (Volume I of the RFP Document). The Eligibility Criteria would be evaluated based on the Technical Capacity and Financial Capacity set forth in the RFP. The Technical Bids of only those firms/ consortia that qualify the Eligibility Criteria as indicated at **Section 4.4.3 & 4.4.4** of RFP would be opened. Technical Proposal shall only be checked for its adequacy and does not constitute criteria for evaluation. No weightage shall be given to the Technical Proposal in so far the selection of the Bidder is concerned will be evaluated as per the criteria laid down in the RFP.
13. The Bidders adjudged as responsive in terms of **Section 4.4** of the RFP, demonstrating the Technical Capacity and having Threshold Financial Capacity and whose Technical Proposal is found to be adequate would be deemed as "**Qualified Bidders**". The Financial Bids of only the Qualified Bidders would be opened and evaluated.
14. The date & time of Opening of Financial Bid will be communicated in writing to the Bidders, at a later date.

Date:
For Telangana State Road Transport Corporation
[Designation and seal]

Chief Civil Engineer

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2. BID SUMMARY

Sl. No.	Key Information	Details
Project Details		
1.	Project	Selection of Private Developer for Development of Commercial Facilities in TSRTC lands as specified in DATA Sheet under Build, Operate & Transfer (B.O.T.) Scheme.
2.	Project Site	The details of the Project Site area are set out in Appendix A10.
3.	Grantor	Telangana State Road Transport Corporation (TSRTC), Government of Telangana.
4.	Project Facilities	Facilities on the Project Site, any other asset comprised therein and / or forming part thereof as on the Agreement Date and shall include all facilities, services and all assets comprised therein which the Authorisee may build, provide or procure within the Project Site, consistent with Good Industry Practice and the terms of this Agreement.
5.	Mandatory facility	<p><u>Integrated BOT Project: (With B/S in G.F)</u></p> <p>The Authorisee Shall provide the Grantor with Bus Station specified Builtup Area with parking space free of cost as specified in DATA SHEET. Also Compound wall of required height has to be constructed along the BOT site boundary by the bidder at its cost.</p> <p><u>Non-integrated :</u></p> <p>The Authorisee Shall provide the Grantor with at least 200 sq. ft. of built-up space (including toilet facility) in any floor within the Project Facility along with 2 cars equivalent parking space free of cost. Also Compound wall of required height has to be constructed along the BOT site boundary by the bidder at its cost. The Built-up area should include internal electrical wiring, painting, flooring, power & water supply connection with sub meters etc. The interiors and furnishing of the space shall be the responsibility of TSRTC. TSRTC shall also bear the power, water and other maintenance charges for the said area.</p>
6.	Suggested Project Components	<ul style="list-style-type: none"> • Development of Commercial Space comprising Hospitality, Retail, Office spaces etc as per the applicable Development Controls and best use option of the developer • Parking as per requirement and the Applicable Byelaws.
7.	Development Guidelines/	As per Municipal and any other Statuary Authorities.

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Sl. No.	Key Information	Details
	Controls	
8.	Technical Specifications	As per applicable BIS Codes, National Building Codes and other Indian & International Standards.
Implementation Format		
9.	Implementation Format	Public Private Partnership (PPP) Format
10.	Institutional Structure for Implementation	Formation of Special Purpose Company (SPC) under Companies Act of India, 2013 to be incorporated by the Selected Bidder/ Consortium.
11.	Authorisation Format	Build (Design and Finance), Operate and Transfer
12.	Scheduled Project Completion Date	Time period as mentioned in Data sheet from the date of signing of Authorisation Agreement for commercial facilities and for integrated BOT projects Time period as mentioned in Data Sheet for construction of Bus Station.
13.	Authorisation Period	33 years from the effective Date (please refer Pg-9 definitions) of Authorisation Agreement. At the end of the Authorisation Period, the Commercial Facilities shall have to be transferred back to TSRTC as per the terms and conditions specified in the RFP document. Additional 25 years of extension would be offered to the Authorisee on " Right of First Refusal " basis.
Eligibility Criteria for Bidders		
14.	Financial Criteria	(A) The Average Annual Turnover in the last 3 financial years (i.e., 2014-15, 2015-16 & 2016-17) as Mentioned in Data Sheet. And (B) Net Worth as specified in data Sheet. Audited Financial Statements shall be submitted in support of the above.
15.	Experience Criteria	As mentioned in Data Sheet

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Sl. No.	Key Information	Details
16.	Qualification through Affiliate (if any)	<p>The Bidder can draw upon the Technical Experience and Financial Capability of one of its Associates.</p> <p>For the purpose hereof, Associate means, in relation to the Bidder/Consortium member, a person who controls, is controlled by, or is under the common control with such Bidder/Consortium member. 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 percent) 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.</p>
Bid Conditions & Evaluation		
17.	Upfront Amount (UA)(*)	<p>The Bidder should pay the Upfront Amount with applicable GST as specified in Data Sheet in Two (2) equal installments to TSRTC, to undertake the Project in accordance with this RFP and the provisions of the Authorisation Agreement.</p> <p>The UAP payable to TSRTC as below:</p> <p>The Authorisee shall pay the 1st installment i.e. 50% Upfront Amount as a pre-condition for signing Authorisation Agreement.</p> <p>The balance 50% i.e., 2nd installment Upfront Amount shall be paid on or before 365 days from the effective date of the Authorised Agreement.</p> <p>10% Discount is given if the total upfront amount is paid in single payment at the time of Agreement.</p>
18.	Annual Lease Rentals (ALR)(*) (BID PARAMETER)	<p>The Authorisee should quote the Initial Annual Lease Rental (ALR) payable to TSRTC. The Base Annual Lease Rental excluding GST for initial year (Initial year after Holiday period) is mentioned in data Sheet. Only the Financial Bid which is higher than the Base Annual Lease Rentals (ALRs). shall be considered for bid evaluation. The Bidder quoting the highest amount as ALR for a Project shall be the Selected Bidder. TSRTC reserves the right to reject all the Bids being less than the Base ALR.</p> <p>The Annual Lease Rentals (ALR) shall increase by 5% (five percent) year on year (Compounded) after holiday period 2/3 years/ Commercial operation date whichever is earlier that is from either 3rd/4th year upto 33 years of license period.</p> <p>Holiday period of 3 years with a nominal lease rentals of Rs1,000/- for every 6 months during holiday period (i.e., Rs.2,000/- PA).</p> <p>Payment of Annual Lease Rentals (ALR) shall commence</p>

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Sl. No.	Key Information	Details
		from the date of Commercial Operation or completion of Holiday period whichever is earlier.
19.	Project Development Fee & Land use conversion Charges	The Selected Bidder shall be required to make a non refundable payment towards Project Development fee with GST as specified in the DATA SHEET . The Authorisee shall pay this PDF as a pre-condition for signing Authorisation Agreement and land use conversion charges also on issue of LOI

*If the extant of land mentioned in Appendix-10 varies at the time of handing over of site, lease rentals will be worked out on prorata basics The upfront amount remains the same.

Sl.no	Key information	Details
20.	Bid Validity	180 days from the Bid Date
21.	Bid Security & Bid Processing fee	The Bidder shall submit Bid processing fee as specified in the DATA SHEET and non refundable Bid Security as specified in DATA SHEET. The Bid processing fee and Bid Security shall be submitted in the form of separate Demand Draft issued by a Nationalised Bank / Scheduled (except Co-operative) Bank of India in favour of "FA,TSRTC, Hyderabad" and payable at Hyderabad shall accompany the Bids.
22.	Performance Security	The Successful Bidder shall submit the Performance Security with applicable GST for an amount as specified in the Data Sheet , in the form of Bank Guaranty as a pre-condition for signing of Authorisation Agreement valid for 48 months (Four Years) from the date of signing of Authorisation Agreement.
23.	Bid Evaluation	Outer Envelope: Mandatory Compliance along with Bid Security Envelope 1 Financial Capability, experience Statements & Technical details. Envelope 2 (Price Bid): Highest amount of Annual Lease rentals quoted on base lease rentals.
Bid Submissions		
24.	Outer Envelope	a. Check List of Submissions as per Appendix A1 . b. Covering Letter of Bid submission in the prescribed format (Appendix – A2) along with necessary enclosures and supporting documents; c. Proof of purchase of the RFP document . 1. The prospective Bidder can purchase the RFP document from TSRTC, address as specified in

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		<p>the clause of RFP as specified in the DATA SHEET by way of demand draft drawn on a Nationalised/Scheduled (except Co-operative) bank in favour of "FA , TSRTC Hyderabad" and payable at Hyderabad.</p> <p>2. If the RFP is downloaded the Cost of RFP to be enclosed in form of DD. Bids without the proof of purchase of RFP and downloaded RFP without the cost of RFP will be rejected.</p> <p>d. Bid processing fee as specified in DATA SHEET.</p> <p>e. Bid Security for the amount as specified in Data Sheet.</p> <p>f. Power of Attorney for signing of Bid in the prescribed format (Appendix – A8);</p> <p>g. If applicable, the Power of Attorney for Lead Member of Consortium in the prescribed format (Appendix – A7);</p> <p>h. In case where the Bidder is: A company: Copy of Memorandum and Articles of Association,</p> <ul style="list-style-type: none"> • A registered partnership firm Registration certificate of the firm issued by the registrar of firms and the partnership deed executed between the partners • A registered proprietorship firm - copies of telephone/electricity/mobile bill, PAN, latest income tax return indicating there in the name, residential address, registration certificate from the registrar of the state, and copies of GST and central excise registration certificate; <p>i. Copies of single entity's of Consortium Member's duly Audited Annual Reports for the preceding three years.</p> <p>j. If applicable, the certificate from the Statutory Auditor/ Independent Auditor for Associate; and</p> <p>k. The bid submission duly signed on each page by the authorised bid signatory in pursuance of the Power of Attorney referred to in sub-clause (e) hereinabove</p> <p>l. Technical Capacity of the Bidder provided at Appendix – B3, along with Certificate from statutory auditor/ independent auditor for Technical Capacity.</p> <p>m. Financial Capacity of the Bidder provided at Appendix – B2, along with Certificate from statutory auditor/ independent auditor for Financial Capacity. Certificate from statutory</p>
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		<p>auditor/ independent auditor for Associate provided.</p> <p>n. Anti Collusion Certificate as per Appendix –A11</p> <p>o. Anti Blacklisting Affidavit as per Appendix – A12</p>
3.	Envelope – 1: “Technical Proposal”	<p>Bidders are required to submit Capability Statement consisting of Financial eligibility and Construction experience in Envelope I of the Bid submission as detailed in RFP. The documents required to be submitted are as below:</p> <p>For Experience Criteria : Proof of Project Completion Certificates supporting documents duly Certified with details of built up area and Project Cost as per Appendix-B3</p> <p>For Financial Criteria : Audited Annul Accounts of last three financial years 2014-15, 2015-16 & 2016-17 with Statutory Auditor’s Certificates regarding financial details as per Appendix-B2.</p>
4.	Envelope - 2 “Price Bid”	The Bidders shall be required to submit their Price Bid in the format duly filled and signed as provided in the Appendix - C1 .
5.	Signing of Authorisation Agreement	<p>After selection, a Letter of Intent (LoI) shall be issued, in duplicate (as per the format set out in Appendix –1 Volume-IV Draft Authorisation Agreement), by TSRTC to the Selected Bidder and the Selected Bidder shall, within 7 days of the receipt of the LoI, sign and return the duplicate copy of the LoI in acknowledgement thereof. In the event the duplicate copy of the LOI duly signed by the Selected Bidder is not received by the stipulated date, TSRTC may, unless it consents to extension of time for submission thereof, forfeit the Bid Security of such Bidder, and the next eligible Bidder may be considered.</p> <p>After acknowledgement of the LoI as aforesaid by the Selected Bidder shall fulfill the Terms & Conditions of LoI and shall execute the Authorisation Agreement within 45 days from the date of issue of LOI. The Selected Bidder shall not be entitled to seek any deviation in the Authorisation Agreement.</p>

DEFINITIONS AND INTERPRETATION

3.1 Definitions

‘**Advisor**’ or ‘Project Advisor’ shall mean any Consultant or Agency hired by TSRTC

‘**Affiliate**’ means a Company that directly or indirectly controls, through one or more intermediaries, or is directly controlled by, or is under the common control of the

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Bidding Company, 'Control' as used here, means ownership by one company of more than 50% of the voting rights of the other company.

'**TSRTC**' shall mean Telangana State Road Transport Corporation.

'**Annual Lease Rental / Annual Premium**' means the Annual Premium/ Annual Lease Rental payable by the Authorisee to the Grantor pursuant to the Land Lease Deed and Authorisation Agreement.

"**Advance Lease Rental / Advance Annual Premium**" means the **Interest Free Security Deposit**, payable by the Authorisee to the Grantor, pursuant to the Authorization Agreement and Land Lease Deed. The Authorisee shall pay Advance Lease Rental / Annual Premium equaling 6 months Annual Lease Rental / Premium, at the time of agreement. As the Annual Lease Rental payable every year is different, the Authorisee shall ensure every year, that TSRTC shall have Advance Lease Rental / Annual Premium equaling 6months Lease Rental of that year, by paying the difference amount every year, along with Annual Lease Rental of that year.

'**Authorization Agreement**' shall mean the agreement entered into by and between the Telangana State Road Transport Corporation (TSRTC) and the Authorisee.

'**Authorization Period**' shall mean the period of **33 years** from the Effective Date of the Authorization Agreement, including construction period.

'**Authorisee**' shall mean the Preferred Bidder/ Project Company incorporated by Consortium under Companies Act of India, 2013 who has been selected and nominated by the Telangana State Road Transport Corporation to implement the Project on the terms and conditions stipulated in the Authorisation Agreement.

'**Bid or Detailed Bid or Proposal**' shall mean the Bid (Technical and Price Bids) submitted by the Bidder in response to the RFP including clarifications and/or amendments to RFP, if any.

'**Bid Security**' shall mean the Demand Draft / Pay Order furnished by the Bidder, as stipulated in the RFP document.

'**Bidder**' shall mean applicant who has been issued with the RFP and submitted his Bid in response to the RFP.

"**Bid Evaluation Committee**" shall mean the committee constituted by TSRTC for evaluating the Bids

'**BOT**' shall mean Build, Operate and Transfer.

'**Built up area**' means the covered area of a building at all floor-levels added together, excluding parking areas.

'**Commercial Operation**' means the use of the Project Facilities for commercial purposes by the levy, charging, demanding, collecting, realizing, retaining and appropriating of Tariff;

'**Commercial Operation Date**' or '**COD**' means the dates on which the Grantor issues the Completion Certificate;

'**Completion Certificate**' means the certificate issued by the Grantor in the manner set out as per terms of RFP/Authorization Agreement;

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‘Compliance Date’ shall be as defined in the Draft Authorization Agreement.

‘Condition Precedent’ means the conditions that are to be fulfilled by both, the Authorisee and the Grantor as detailed out in the RFP document / Authorization Agreement;

‘Consortium’ shall mean the group of legally constituted entities, who have come together and have agreed or have formed an understanding (in writing) for implementing the Project, subject to the terms of this RFP.

‘Consortium Agreement’ shall mean an agreement to be entered into amongst all the Members of the Consortium and forming part of their Bid.

‘Developer’ shall have the same meaning as described to the term **‘Preferred Bidder’**.

‘Due Date’ shall mean the last date for submission/receipt of the Bid, as mentioned in the RFP document.

‘Effective Date of Authorisation Agreement’ shall mean the Date of signing the Authorisation Agreement **or** 45 days from the Lol Date whichever is earlier.

‘Financial Bid’ or **‘Price Bid’** shall have the meaning as set forth in the RFP documents.

‘Financial Year’ shall mean year starting from 1st April to 31st March. In case Bidder’s financial/accounting years are different from the above, the immediate past financial/accounting years of the Bidders as per their annual reports shall be applicable for the evaluation.

‘Firm/Company’ shall mean a single legal entity, which is a Registered Body, Government Agency or Statutory Body.

‘Land Lease Deed’ shall mean an agreement/ deed entered into by and between the Telangana State Road Transport Corporation and Authorisee and the Preferred Bidder.

‘Grantor’ shall mean Telangana State Road Transport Corporation (TSRTC).

‘Lead Member’ shall mean in case of a Consortium, the firm nominated to act as Lead Member of the Consortium at the RFP stage, which qualifies as per the Eligibility Criteria, and which shall continue to be the leader and be authorized as such for submission of Bid. The Lead Member will represent the Consortium on all matters pertaining to the RFP and shall have the primary responsibility of developing and implementing the Project.

‘Lenders’ shall mean any person(s)/ firm(s) based in India or abroad providing financial assistance, loans, hire purchase facilities, funds, lease finance or other credit facilities to the Project under any financing agreements.

‘Letter of Intent’ or **‘Lol’** shall mean the letter to be issued by TSRTC to the Preferred Bidder conveying intention of award of the Project/Authorization, in accordance with the terms of this RFP.

‘Minimum Development Obligations’ or **“Essential Facilities”** shall mean Minimum development Obligations and Requirements to be met by the Preferred Bidder in implementation of the Project; the details of the Minimum Development Obligations are given in this RFP.

‘Off-site Infrastructure’ shall mean external connecting infrastructure (infrastructure up to the project site limits).

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‘Operations Period’ means the period commencing from COD and ending on the expiry or prior termination of the Authorization Agreement/Authorisation Period.

‘Performance Security’ shall mean the irrevocable & unconditional bank guarantee furnished by the Preferred Bidder prior to the signing of Authorization Agreement in terms of the RFP.

‘Power of Attorney’ shall mean the Power of Attorney in the format provided in RFP, to be furnished by the Bidder/Consortium, Authorizing a person to sign the Bid and act for and on behalf of the Bidder/Consortium during the Bidding process.

‘Preferred Bidder’ shall mean the successful Bidder, selected as a result of the Bid evaluation process as set forth in this RFP document.

‘Project Agreements’ shall mean Authorization Agreement, Land Lease Deed and any other legal documents as mutually agreed to between the TSRTC and the Authorisee, necessary for implementing the Project.

‘Project Completion Period’ shall mean the total period in which the construction of the total permissible built-up area (based on development guidelines applicable on the date of signing of Authorization Agreement) and certified by Grantor.

‘Project Company’ shall mean the company to be set up by the Consortium /Preferred Bidder, as one of the purposes of implementing the Project under Companies Act, 2013.

‘Request for Proposal or RFP’ shall mean the Bid documents comprising Sections I to IV and any other addendums issued thereon.

‘Taxes and Duties’ shall mean all taxes (including Property taxes), GST, duties, fees etc. payable as per applicable laws in India in connection with the development, operation and management of the Project.

‘Technical Criteria’ shall mean the criteria stipulated in the RFP, which is required to be complied by the Bidder based on his Technical Bid to become eligible for opening and evaluation of his Price Bid.

3.2 Interpretation

In the interpretation of this RFP, unless the context otherwise requires:

1. The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;
2. A reference to any gender includes the other gender;
3. Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, , Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Appendix, Exhibit, Attachment, Schedule or Recital of this RFP;
4. A reference to any agreement is a reference to that agreement and all appendices, attachments, exhibits, schedules, appendices and the like

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incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;

5. The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether or not so followed;
6. Any reference to a person shall include such person's legal heirs and permitted assignees;
7. A reference to a "writing" or "written" includes printing, typing, lithography and other means of reproducing words in a visible form;
8. Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;
9. A reference to "month" shall mean a calendar month, a reference to "week" shall mean a calendar week and a reference to "day" shall mean a calendar day, unless otherwise specified.
10. The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP. The terms "Article", "Clause", "Paragraph" and "Schedule" mean and refer to the Article, Clause, Paragraph and Schedule of this RFP so specified;
11. In the case of any conflict, discrepancy or repugnancy between the provisions of RFP and any other documents, provisions of the Authorisation Agreement and Land Lease Deed shall prevail over and supersede the provisions of other documents.
12. The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this Agreement;
13. All capitalized words and expressions used in RFP document but not defined therein shall have the same meaning as ascribed to them in the Authorisation Agreement.

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4.0 GENERAL INFORMATION AND INSTRUCTIONS

4.1 Contents of the RFP Document:

The RFP documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Sub-clause 4.12.

Volume I : Instruction to Bidders

Volume II : Formats for Bids Submission (Appendices)

Volume III : Development Controls and Technical Specification

Volume IV : Draft Authorisation Agreement

Volume V : Data Sheet of Individual BOT projects

4.2 General instructions

- 4.2.1 This section should be read in conjunction with other sections of RFP. The words and expressions, which are defined in this Section of RFP i.e. Instructions to Bidders (ITB), have the same meaning when used in the other Sections of RFP, unless separately defined.
- 4.2.2 The Instruction To Bidders (ITB) sets out the bidding procedure and provides necessary details for the Bidders to prepare their Bid. The prescribed formats for submission of Bids are as per the **Volume-II** of the **RFP**.
- 4.2.3 The Bidders are advised to submit their Bids complying with the requirements stipulated in the RFP document. The Bids may be rendered disqualified in case of receipt of incomplete Bids and/or the information is not submitted as per the prescribed formats.
- 4.2.4 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, 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. Bidder shall carry out any surveys, investigations etc. at its own cost and risk.

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

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the TSRTC;

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- (c) 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 TSRTC relating to any of the matters.
- (d) satisfied itself about all matters, things and information hereinabove 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;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents herein above shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the TSRTC, or a ground for termination of the Concession Agreement; and
- (f) agreed to be bound by the undertakings provided by it under and in terms hereof.

4.3 Bidder's Responsibility for Data in the RFP

- 4.3.1 While preparing the Bid, the Bidder shall consider the information provided in this RFP, in totality.
- 4.3.2 The Bidders shall be wholly responsible for all the details of their Bids, the physical and site conditions, the execution methodology, etc. In essence, after the Bid is submitted, the Bidder shall be the 'owner' of all the data, which forms the basis of the Bid and shall have no claims whatsoever on TSRTC or its agencies regarding the accuracy of the data or designs, drawings & concept plans etc furnished in this RFP.

Bidder shall carry out any surveys, investigations etc. at its own cost and risk.

4.4 Bidder's Eligibility Criteria

4.4.1 General Eligibility

- (a) This invitation of Bid is open to all interested Bidders, who may either be a single entity or a group of entities (hereinafter referred to as Consortium) coming together to implement the Project.
- (b) All firms/Companies /consortia, who have purchased this RFP document as specified in **Clause 4.6** of this RFP Document, subject to their meeting the specific criteria set forth in the RFP, will be considered.
- (c) A firm/company cannot participate as a Lead Member or Member of more than one Consortium.
- (d) Bids submitted by a Consortium of **two or more** entities as members shall comply with the following requirements:

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- (i) Consortium Agreement duly signed by all the members of the Consortium shall be submitted along with the Bid. The other members shall nominate one of the members of the Consortium thereof as the Lead Member (subject to fulfilling the conditions stipulated in the RFP.)
- (ii) The Consortium Agreement shall clearly state the roles & responsibilities, proposed to be shared, among the members of Consortium during project execution and implementation.
- (iii) The Lead Member shall be Authorized by all members of the Consortium to act for and on behalf of the Consortium including interacting with TSRTC, receive instructions and furnishing Bid Security etc.
- (iv) The Lead Member and other Consortium members shall be jointly and severally responsible for the implementation of the Project in accordance with the terms of the Authorisation Agreement, and a statement to this effect shall be included in the Consortium Agreement.
- (v) All the information as per the requirements of the RFP shall be provided to the lead member of the Consortium.
- (vi) The Bid shall be legally binding on all the members of the Consortium.
- (vii) **No member of the Consortium shall be changed after submission of the Bids/Signing of the Authorization Agreement and compay with clams No:4.2.2**
- (viii) The Bids would be evaluated based on the details and data furnished. TSRTC's decision regarding a Bidder's eligibility or otherwise shall be final and binding.
- (e) **The Bidders shall provide evidence of their continued eligibility in a manner that is satisfactory to TSRTC and TSRTC may request the Bidders for the same till signing of the Authorization Agreement.**
- (f) Bidders may be required to periodically update (at times to be notified by TSRTC) the information submitted in their Capability Statement with regard to the following:
 - i. Evidence of availability of financial resources;
 - ii. Audited Balance sheets including the effect of known commitments;
 - iii. Commitments of other works awarded since submitting the Bid;
 - iv. Any other information that might be requested;
 - v. Any information known to the Bidder that may affect its ability to perform the contractual obligation.

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- (g) A Bidder may be disqualified if it is determined by TSRTC, at any stage of the bidding process that the Bidder fails to continue to satisfy the Eligibility Criteria and Technical Criteria. **Supplementary information or documentation regarding the criteria may be sought from the Bidders at any time and the same shall be so provided within the time frame stipulated by TSRTC.**

4.4.2 Minimum Equity Commitment and lock-in period

If the preferred bidder is a consortium, it shall be required to incorporate a **Special Project Company (SPC)** under the Companies Act of India, 2013 prior to signing of Authorization Agreement The Preferred Bidder/Consortium as a whole shall hold minimum **51%** of the paid-up equity share capital of the Authorisee (in SPC) at all times during a period that shall not be less than 5 years from the date of signing of the Authorisation Agreement. In case of Preferred Bidder being a Consortium, the Lead Member shall hold at least **26%** of the paid-up equity share capital of the Authorisee for a period that shall not be less than 5 years from the date of signing of the Authorisation Agreement and each other constituent member of the Consortium, shall also hold at least **10%** of the paid-up equity share capital of the Authorisee(in SPC) for a period that shall not be less than 5 years from the date of signing of the Authorisation Agreement. No change in composition of the Preferred Bidder/Consortium shall be made for a period of **5 years** (the "**Lock-in Period**") from the date here of. Any transfer of such share capital after such 5 years shall require the prior written approval of the Grantor, which shall not be unreasonably denied. After the expiry of the lock-in period, another Lead Member may replace the Lead Member, provided that such lead member holds at least **26%** of the paid-up equity share capital of the Authorisee(in SPC). For the avoidance of doubt, the Lead Member shall during the Authorisation Period, hold at least **26%** of the paid up equity share capital of the Authorisee(in SPC).

4.4.3 Financial Capability

The Bidder should have:

- (a) **Average Annual Turn-over** of an amount as specified in **Clause 2 Bid Summary item 14** in last three financial years (2014-15, 2015-16 and 2016-17) as per the Audited Annual Accounts.
- and**
- (a) **Minimum Net-worth:** The Bidder should have minimum Net worth as indicated in **Clause 2 Bid Summary item 14** for each Project as of the close of the preceding Financial Year i.e. as on **31.03.2017**.

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Net Worth shall mean

(i) For Companies / Firms / Partnership Firms :

{{Subscribed and paid up capital / Share Capital + Reserves and Surplus) – (Revaluation Reserves + Miscellaneous expenditure not written off + Deficit in P & L Account if any}} in the last financial year (as on **31st Day 03 month 2017**) as per Audited Financial Statements certified by Statutory Auditor / Chartered Accountant.

(ii) For Proprietorship firms / Individuals:

Total Assets – Total Liabilities as on **31st Day 03 month 2017** as per Audited Financial Statements certified by Statutory Auditor / Chartered Accountant.

4.4.4 Experience Criteria:

(a) The Bidder should have:

(i) The Bidder should have Developed/ Constructed a single Project of a minimum built up area (RCC Structure/ Combination of RCC-Steel Structure including parking) and Project Value as specified in **Clause 2 Bid Summary item 15** in last **3 (three) years** from the date of issue of RFP.

OR

(ii) The Bidder should have Developed/ Constructed a total built up area (RCC Structure/ Combination of RCC-Steel Structure including parking) and Project Value comprising not more than 5 Projects of worth not less than the value specified in **Clause 2 Bid Summary item 15** in the last **5 (five) years** from the date of issue of RFP.

(b) Development shall mean responsibility for financing/investing of a project; and planning, designing, constructing, commissioning etc. of the Project directly or through a contractor.

(c) Construction shall mean responsibility for physical construction of a project of other business entities as a contractor.

4.4.5 Qualification through Affiliates

(a) The Bidding Company (in case of a single bidder)/ Consortium Member can draw upon the Technical Experience and Financial Capability of one or more of its Affiliates. In either case, the ownership relation between the Bidder and the Affiliate(s) must be explained.

(b) For purposes hereof, "**Affiliate**" means a Company that directly or indirectly controls, through one or more intermediaries, or is directly controlled by, or is under the common control of the Bidding Company, '**Control**' as used here, means ownership by one company of more than **50%** of the voting rights of the other company.

Bidder

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4.4.6 Special Conditions for a Consortium:

- (a) In case the Bidder is a Consortium, the Eligibility Criteria with reference to Financial Capability and Experience Criteria as stipulated in **Sub-clauses 4.4.3** and **4.4.4** respectively shall apply to the Consortium as a whole.
- (b) Provided, however, that for evaluation of Financial Capability the following conditions shall additionally apply:
 - (i) **The maximum number of members in the Consortium shall be three including the Lead Member.**
 - (ii) In case of a bidding consortium, the above Experience Criteria shall apply to the Consortium as a whole, and the lead member shall fulfill a minimum of **50%** of the Financial Criteria as mentioned above, and each other constituent member of the Consortium shall individually fulfill at least **10%** of the Financial Criteria as stipulated in **Clause 4.4.3** (Financial Capability).
 - (iii) The Consortium as a whole shall be required to commit to hold a minimum equity participation of **51%** in the Project Company at all times during a period that shall not be less than **5(five) years** from the date of signing of the Authorisation Agreement.
 - (iv) Minimum equity commitment shall be as per the **Clause 4.4.2**.
 - (v) For evaluation of experience criteria as stipulated in **Clause 4.4.4** only such projects would be considered for evaluation, which have been developed by the constituent member either on its own or as a lead member of a consortium

4.4.7 Special Condition for a Sole bidder:

In case of Single Bidder, he shall be required to commit to hold a minimum equity participation of **51%** in the Project Company if incorporated, at all times during a period that shall not be less than **5 (five) years** from the date of signing of the Authorisation Agreement. However for any change in the composition of the project Company, prior approval of TSRTC has to be taken.

4.4.8 Non-Compliance with RFP:

TSRTC reserves the right to terminate a Bidder's participation in the bidding process at any time should TSRTC consider that a bidder has, without the prior consent, failed to comply with the procedures and protocols prescribed in the RFP.

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4.5 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid, including site visits, field investigations, data gathering, analysis, design etc. as also any discussions/negotiations. TSRTC shall not be responsible or liable for any such costs.

4.6 Cost of the RFP Document:

The prospective Bidder can purchase the RFP document from TSRTC, address as specified in the clause of RFP, on payment of a non-refundable fee of Rupees **Rs.11,450/- (Rupees Eleven thousand four hundred and fifty only)** by way of demand draft drawn on a Nationalised/Scheduled (except Co-operative) bank in favour of "FA , TSRTC Hyderabad" and payable at Hyderabad. If the RFP is downloaded the Cost of RFP to be enclosed in form of DD. **Bids without the proof of purchase of RFP and downloaded RFP without the cost of RFP will be rejected.**

4.7 Power of Attorney for Bid Signatory:

All the bidders should submit the Power of Attorney as prescribed in the RFP in favour of a specified person to act as the official representative of the Bidder/Bidding Consortium for the purpose of signing documents, making corrections/modifications and interacting with TSRTC and acting as the contact person.

4.8 Validity of Bid:

4.8.1 The Bids submitted shall remain valid for **180 days** from the Due Date of submission.

4.8.2 In exceptional circumstances, prior to the expiry of the original bid validity period, **TSRTC may request the Bidders to extend the period of validity for a specified additional period.** The request for the extension shall be made in writing. Bidder will not be permitted to modify its Price Bid, but will be required to extend the validity of the Bid for the period of extension.

4.9 Bid Security to be submitted by Bidders

4.9.1 The Bidder shall furnish, along with the Bid, Bid processing fee and Bid Security as specified in the Data Sheet in the form of separate Demand Drafts/Pay Order from any Nationalised/ Scheduled (excluding Co-operative) Bank in favour of "**FA, TSRTC, Hyderabad**" payable at Hyderabad.

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- 4.9.2 Any Bid not accompanied by an acceptable Bid Security in the manner stated above shall be rejected by 'TSRTC' as non-responsive and their Capability Statement (Envelope I) shall not be opened for evaluation.
- 4.9.3 The Bid Security/EMD of unsuccessful Bidders, except the Bidder (H2) next to the Preferred Bidder (H1), will be returned promptly, but not later than **60 days** after the expiration of the Bid validity period, or within **15 days** of issue of Lol to the Preferred Bidder, whichever is earlier. The Bid Security of **H2** will be returned within **15 days** of signing of Authorization Agreement with the Preferred Bidder.
- 4.9.4 The Bid Security of **H1** shall be adjusted towards Upfront Authorization to be paid.
- 4.9.5 The Bid Security/EMD shall become liable for forfeiture in the event of the following:
- (a) If the Bidder withdraws his Bid during the period of Bid Validity (includes Bid processing time) or modifies his Bid within the validity period; **or**
 - (b) If the Bidder refuses to accept the correction of errors in his Bid; **or**
 - (c) If the Bidder submits a conditional Bid which would affect unfairly the competitive provision of other Bidders who submitted substantially responsive Bids and/or is not accepted by TSRTC; **or**
 - (d) The Preferred Bidder fails to pay Lease rentals, Advance Lease rentals **or** submit Performance Security Bank Guarantee **or** First Instalment of Upfront Authorisation Amount **or**, as per the terms and conditions specified in the RFP within the stipulated time period as specified in the RFP; **or**
 - (e) The Preferred Bidder fails to sign the Authorization Agreement as stipulated in the RFP.

4.10 Miscellaneous Instructions

- 4.10.1 **Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP might be considered non-responsive and may be liable for rejection.**
- 4.10.2 Adherence to formats, wherever prescribed, is required. **Non-adherence to formats might be a ground for declaring a Bid as non-responsive.**
- 4.10.3 All communication and information shall be provided in writing and in English language only.
- 4.10.4 All financial data shall be furnished (converted) in Indian Rupees only.
- 4.10.5 All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. **In case of conflict between amounts stated in figures and words, the amount stated in words will prevail.**

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4.10.6 No change in, or supplementary information to a Bid shall be accepted once submitted. However, TSRTC or any of its advisors/ agencies/ consultants reserves the right to seek additional information and/ or clarifications from the Bidders, if found necessary, during the course of evaluation of the Bid. Non-submission, incomplete submission or delayed submission of such additional information and/ or clarifications sought by TSRTC or any of its agencies/consultants/, may be a ground for rejecting the Bid.

4.10.7 If any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by TSRTC or any of its agencies/consultants/advisors, is found to be incorrect or is a material misrepresentation of facts, then the Bid shall be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of TSRTC or any of its advisors/ agencies/ consultants and if TSRTC or any of its advisors/ agencies/ consultants is adequately satisfied.

4.11 Bid Responsiveness

4.11.1 A Bid shall be deemed as a “non-responsive” if it does not satisfy any of the following conditions:

- (a) It is not received by the Due Date and time
- (b) It does not include sufficient information/ details for it to be evaluated and/or is not in the formats specified in this RFP.
- (c) It is not signed and/or sealed in the manner or accompanied by the Power of Attorney as specified in this RFP.
- (d) Bid processing fee
- (e) Demand Draft/ Pay Order towards Bid Security for specified amount does not accompany it.
- (f) It is not accompanied by the Proof of Purchase of the RFP.

4.11.2 Non-responsive Bids shall be liable for rejection at any stage during the Bid evaluation process and the decision of TSRTC in this regard is final and binding.

4.12 Pre-bid Conference:

4.12.1 A **Pre-Bid Conference** will be held at **15:00 Hrs (IST)** at Conference Hall, Block ‘B’ Bus Bhavan, TSRTC, Musheerabad, Hyderabad. The intended Bidder/ Bidder’s designated representative(s) would be invited to attend the same. The data of **Pre-Bid Conference will be notified in TSRTC web site i.e, under—>Tender/BOT Tenders**

4.12.2 Bidders are advised to indicate TSRTC in context to the number (attendee), names, designation etc regarding the Pre-bid Meeting.

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4.12.3 The purpose of the Pre-bid Meeting will be to clarify queries of the Bidders related to the Project and RFP documents, if any.

4.12.4 **The Bidders are advised, as far as possible, to submit the queries in writing or by fax or E-mail and the same should reach to TSRTC at least three (3) working days before the Pre-bid Meeting.**

4.12.5 Minutes of the Meeting will be kept on the websites of TSRTC and will be sent to all Bidders who have purchased the RFP document from TSRTC. Any modification in the RFP documents, if required becomes necessary, as a result of the Pre-bid Meeting, shall be issued by TSRTC through an addendum and not through the minutes of the Pre-bid Meeting.

4.13 Clarification & Amendment of RFP Documents

4.13.1 The Bidders shall note that reliance upon information/ clarification that is provided by any other source shall be at the risk of the Bidders.

4.13.2 At any time prior to the Bid Due Date, TSRTC may amend the RFP document by issuing an addendum and place the same in TSRTC web site.

4.13.3 Any addendum thus issued shall be part of the RFP document and shall be communicated by mail or by fax to all the Bidders who have purchased the RFP documents from TSRTC.

4.13.4 The Bidders shall promptly acknowledge receipt of each addendum in writing to TSRTC. Non-Acknowledgement of receipt of the addendum cannot be considered as not received by the Bidders.

4.14 Fraud and corrupt practices

4.14.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI and during the subsistence of the Authorisation Agreement. Notwithstanding anything to the contrary contained herein, or in the LOI or the Authorisation Agreement, the Authority shall reject a Bid, withdraw the LOI, or terminate the Authorisation Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Authorisee, as the case may be, if it determines that the Bidder or Authorisee, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

4.14.2 Without prejudice to the rights of the Authority under **Clause 4.14.1** herein above and the rights and remedies which the Authority may have under the LOI or the Authorisation Agreement, if a Bidder or

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Authorisee, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOI or the execution of the Authorisation Agreement, such Bidder or Authorisee shall not be eligible to participate in any tender or RFP issued by the Authority during a period of **2 (two) years** from the date such Bidder or Authorisee, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.14.3 For the purposes of this **Clause 4.14**, the following terms shall have the meaning hereinafter respectively assigned to them;

- a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOI or has dealt with matters concerning the Authorisation Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Authorisation Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Authorisation Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) "restrictive practice" means forming a cartel or arriving at any understanding

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or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

4.15 Rejection of bids

4.15.1 **The Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Authority to accept any Bid or to give any reasons for their decision.**

4.15.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

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5. BIDDING PROCESS

5.1 Overview

- 5.1.1 The Bidders are required to submit their Bids in two envelopes (i) Technical Bid in Envelope I and (ii) Price Bid in Envelope II. Both the envelopes shall be placed inside an Outer Envelope.
- 5.1.2 The Technical Bid in Envelope-I will be evaluated based on the compliance vis-à-vis the stipulated Technical Criteria.
- 5.1.3 The Bidders qualified in the technical evaluation will only be eligible for opening & evaluation of their Price Bids. Evaluation of the Price Bids will be the final stage of evaluation process.
- 5.1.4 In order to accomplish a comprehensive, expeditious and fair Bid evaluation process, Bidders are requested to study the contents of the RFP documents completely and carefully. The Bidders may obtain formal clarifications, if required from TSRTC in this regard.
- 5.1.5 The evaluation of Bids would lead to the selection of a Preferred Bidder. The Preferred Bidder would be required to incorporate a **Special Purpose Company (SPC)** under the Companies Act, 2013 (for exclusive implementation of the this project only) following which the Authorisation Agreement would be signed between the TSRTC and the Project SPC along with the Preferred Bidder as Confirming Party.
- 5.1.6 The Bid Security is refundable not later than **60 days** from the Bid Due Date except in the case of the highest **(H1)** and the second highest **(H2)** Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 5.1.7 Generally, the Selected Bidder/s shall be the highest **(H1)** Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in this RFP, the second highest bidder **(H2)** be invited to match the Bid submitted by the highest **(H1)** Bidder in case such highest Bidder withdraws or is not selected/ considered for any reason. In the event that none of the other Bidders match the Bid of the highest Bidder, the Authority may in its discretion, invite fresh Bids from all Bidders or annual the Bidding Process as the case may be.

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6. PREPARATION AND SUBMISSION OF BIDS

6.1 General Submissions

6.1.1 The Bid shall be submitted in two separate envelopes, placed in an Outer Envelope as under :

- (a) **ENVELOPE I:** Capability Statement consisting of Financial & Experience statements and Technical Details.
- (b) **ENVELOPE II:** Price Bid

6.2 Instructions for Submission of Outer Envelope:

The following shall be submitted in the Outer Envelope of the Bid in Original:

- (a) Checklist of submissions as per **Appendix A1** of Volume II, of this RFP
- (b) Covering Letter/Application as per **Appendix A2** of Volume II, of this RFP.
- (c) Commitment for payments as per **Appendix A5** of Volume II, of this RFP
- (d) **Letter of Undertaking** that the Bidder is not barred by Government of Telangana/any State Government/ Government agency or the Central Government of India from participating in such projects as per **Appendix A3** of Volume II, of this RFP
- (e) **Project Undertaking** as per **Appendix A4** of Volume II of this RFP.
- (f) In case the Bidder is a Consortium, **Power of Attorney** and nominating one member as **Lead Member** of the Consortium as per **Appendix A7** of Section II, of this RFP.
- (g) In case where the Bidder is:
 - i. A company registered under the Indian Companies Act, 2013 - Copy of Memorandum and Articles of Association,
 - ii. A registered partnership firm - a registration certificate of the firm issued by the registrar of firms and the partnership deed executed between the partners,
 - iii. A registered proprietorship firm-copies of telephone / electricity /mobile bill, PAN, latest income tax return indicating there in the name, residential address, registration certificate from the registrar of the state, and copies of GST and central excise registration certificate.
- (h) **Power of Attorney** for the Bid Signatory as per **Appendix A8** of Volume II, of this RFP.
- (i) Proof of Purchase of the RFP Document or Demand Draft of **Rs.11,450/- (Rupees Eleven thousand four hundred and fifty only)** drawn in favour of **"FA , TSRTC, Hyderabad"** payable at Hyderabad, in case RFP document is downloaded from the TSRTC website.
- (j) Bid processing fee as specified in Data Sheet to be drawn in favour of **"FA,TSRTC, Hyderabad"** payable at Hyderabad.

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- (k) **Bid Security** in the form of Demand Draft for as specified in Data Sheet shall be drawn in favour of “ **FA,TSRTC, Hyderabad**” payable at Hyderabad.
- (l) A copy of the draft Authorisation Agreement with each page initialled by the person signing the Bid.

All the above submissions in original shall be placed inside the Outer Envelope along with Envelope I and Envelope II. The Outer Envelope shall be sealed, labeled as “ **BID FOR, COMMERCIAL DEVELOPMENT OF VACANT SITE < insert name of bidding project> <separate bid to be submitted for each BOT Project>**”.

6.3 INSTRUCTIONS FOR SUBMISSION OF CAPABILITY STATEMENT

6.3.1 General Information of the Bidder

Bidders are required to submit Capability Statement in Envelope I of the Bid submission. The Capability Statement shall be complete with the following information:

- (a) Details of the place of incorporation, registered office (or its equivalent), current directors, key management personnel and principal shareholders, legal jurisdiction, principal country where assets are located, and, where the Bidder is a subsidiary company, the details of the Bidder’s status as a subsidiary together with the name, registered office (or its equivalent), current directors and principal shareholder of its immediate and all superior holding companies.
- (b) In case of Bidder being a Consortium, the above information should be given for all the members of the Consortium including the role of each member of the Consortium in implementation of the Project.
- (c) Contact Details comprising name, address, telephone and facsimile numbers, E-mail address of the Bidder (Lead Member and each member in case of Consortium) and the names and titles of the persons who are the principal contact persons shall be provided. This **General Information** is to be provided as per **Appendix B1** of Volume II, of this RFP.

6.3.2 Financial Qualifications (to meet the Eligibility Criteria)

- (a) The Bidders shall submit their Financial Qualifications / Data as per **Appendix B2 of Volume II**,

The Bidders shall be required to submit Audited Annual Accounts of Single Entity or the Consortium Members for **past three financial years (FY 2014-15, 2015-16, 2016-17)** in support to the above, as attachments to the **Appendix B2, Volume II**, of this RFP.

6.3.3 Experience Qualifications (to meet the Eligibility Criteria)

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- (a) Construction/Development Experience: Details shall be furnished separately for each member of Consortium as per **Appendix B3** of **Volume II**, of this RFP
- (b) **Experience Certificates (completion/commission/operation) duly attested in support of above experience** shall be submitted.

6.4 Instructions for Submission of Technical Details

- 6.4.1 The Bidders shall be required to submit their Technical Details as an undertaking (**Appendix A4**) to meet the following:

Sl. No.	Components	Details
1	Other Obligation	As per Item No. 5 of Bid Summary
2	Development Controls	As per the Development Guidelines issued by Municipal Authorities and any other statutory Authorities.
3	Technical Specifications	As per the Technical Specifications provided in the Volume III of this RFP, other relevant BIS codes, National Building Codes and other Indian/International Standards.
4	Performance Standards	As per the Performance Standards specified in Volume III , of the RFP and good industry practices
5	Environmental Norms	Mandatory Compliance of all Environmental Norms of the State and Central Governments as may be applicable for the Project.
6	Applicable Permits	Obtain and maintain at own cost all Applicable Permits, including all environmental permits, in conformity with the Applicable Laws and be in Compliance therewith (Appendix 8).

- 6.4.2 **The Bidders shall prepare and submit a concept plan for the proposed development. The concept plan should explain the proposed site utilisation and project components.**
- 6.4.3 The Bidders shall prepare and submit **one (1) original and one (1) copy of all documents** of the Capability statement and Technical Details in Envelope I duly marking "**ORIGINAL**" and "**COPY**". This envelope shall be sealed, labelled as "**ENVELOPE I: CAPABILITY STATEMENT AND TECHNICAL DETAILS FOR _ < insert name of bidding project > <separate bid to be submitted for each BOT Project_ under Build, Operate & Transfer (B.O.T.) Scheme**" and placed inside the Outer Envelope.

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6.5 Instructions for Submission of Price Bid

The Bidders shall be required to submit their Price Bids in the format as provided in the RFP duly filled.

1. Price Bid Letter & Format as per **Appendix C1** duly filled in to quote the **Initial Base Year Annual Lease Rent**
2. Bidders shall prepare and submit **one (1) original and one (1) copy** of the Price Bid in Envelope II. The envelope containing the Price Bid shall be sealed, labelled as **"ENVELOPE II: PRICE BID FOR Development of Commercial Facilities at < insert name of bidding project> <separate bid to be submitted for each BOT Project. under Build, Operate & Transfer (B.O.T.) Scheme"** and placed inside the Outer Envelope.

6.6 Common Instructions

- 6.6.1 All the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late" or "non-responsive" or "non-qualified" as the case may be.
- 6.6.2 If the outer envelope is not sealed and not marked as per **Clause 6.2**, TSRTC will not assume any responsibility for the misplacement or premature opening of the bid. If the outer envelope discloses the Bidder's identity, TSRTC will not guarantee the anonymity of the bid submission, but this shall not constitute grounds for rejection of the Bid.
- 6.6.3 The Bid must be received by TSRTC not later than **15:00 Hrs (IST) on the specified data of submission** at the following address:

Chief Civil Engineer,
Telangana State Road Transportation Corporation
Block – B 3rd Floor,
Bus Bhavan, Musheerabad,
Hyderabad – 500 624
Tel : 040-27614172

6.7 Signing of Bid

The Bidder shall sign or initial with seal on each page of the Bid Documents and also the Bidder has to sign all the pages of RFP document provided by TSRTC duly accepting the terms and conditions.

6.8 Late Bids

The Bid received after the deadline for its submission will not be considered and will be returned unopened to the Bidder. There will be no exceptions to this

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requirement. It is the Bidder's responsibility to ensure that the bids are received at TSRTC office by the Due Date and time.

6.9 Modification or Withdrawal of Bids

The Bidders may modify or withdraw their Bids after submission, but prior to the Due Date, provided that written notice of the modification or withdrawal is received by TSRTC office. The responsibility of submitting the modified bid, on or before the Due Date will rest solely with the Bidders.

The Bidders cannot modify their Bids after the Due Date & Time. The Bids shall only be modified, if the same is requested by TSRTC only to accommodate clarifications on the Bids submitted.

In the event of withdrawal of a Bid by the Bidder after the Due Date but within the Bid validity period, the Bid Security of the Bidder shall become liable for forfeiture.

7 BID OPENING AND EVALUATION

7.1 Opening of Bids

7.1.1 The Outer Envelope and Capability Statement (**Envelope 1**) of the Bids received before the Due Date, subject to submission of the Bid Security etc. as stipulated in the RFP in the Outer Envelope, will be opened in the presence of the Bidders' designated representatives who choose to attend, at the time, date, and location given below:

Venue: Conference Hall, Block 'B', Bus Bhavan, TSRTC Musheerabad, Hyderabad.

Date: **12.10.2017**

Time: **16:00 Hrs (IST)**

7.1.2 The Price Bids of the Bidders who qualify after the evaluation of Capability Statement and Technical Details only would be opened. The Price Bids shall be opened in the presence of the representatives of the technically qualified bidders, who choose to attend. Technically qualified bidders will be informed regarding, venue, date and time of the Price Bid opening.

7.2 Process to be Confidential

7.2.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to other persons not officially concerned with such process until the process is completed and issue of the Lol to the Preferred Bidder has been announced.

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7.3 Clarification of Bids

- 7.3.1 TSRTC may utilize services of consultants/advisors/ experts to assist in the examination, evaluation and comparison of Bids.
- 7.3.2 To assist in the examination, evaluation, and comparison of Bids, TSRTC may, at its discretion, ask any Bidder for information/ clarification/ substantiation.
- 7.3.3 However, clarifications if any required from Bidder, shall be in written form and will be communicated to Bidder by TSRTC.

7.4 Evaluation of Bids

7.4.1 Evaluation of Capability Statement

- (a) Bid Evaluation Committee will determine whether the Capability Statement of Bidder:
- (i) meets/conforms to all terms, conditions and stipulations of the RFP including the Eligibility Criteria, without any material deviation;
 - (ii) has been properly signed and contains any required written representations or commitments;
 - (iii) is accompanied by the required annual reports, documents, audited statements, experience certificates as stipulated in the RFP documents
- (b) The evaluation of the Capability Statement is summarised as below:

S.No.	Eligibility Criteria	Qualified
1	General Eligibility Criteria	Yes/No
2	Financial Criteria	Yes/No
3	Experience Criteria	Yes/No

- (c) If answer to any one of the above three items is 'No' the Bid shall be non-qualifying and hence would not be taken up for evaluation of the Technical Details. If answer to all of the three items is 'Yes' then the Technical Details of the Bidder will be evaluated.

7.4.2 Evaluation of Technical Details

- (a) (a) Process: The submissions of the Technical Details would be evaluated by the Bid Evaluation Committee to check its substantial compliance with the stipulated requirements. If the submission is not in substantial compliance, the submission will be rejected and the Bidder will be eliminated from further evaluation process. The right to determine the 'substantial compliance' or otherwise will rest solely with TSRTC and no correspondence and/or representation towards this will be entertained. A Technical Details that is in

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substantial compliance is one that is accompanied by the required documents that conforms to the requirements without material deviation or reservation. i.e., which affects in any substantial way the scope, obligations, quality, specifications, standards, rules, controls and performance of the Project).

- (b) Requirements for Substantial Compliance: Technical Details submitted as per the Format indicated in the Section II of RFP, that agrees to the technical requirements mentioned in the RFP shall be considered as substantially compliant.
- (c) The right to determine the 'substantially compliant' Bid or otherwise shall rest solely with TSRTC and no correspondence and/or representation towards the same shall be entertained.
- (d) The evaluation of the Technical Details is summarised as below:

SN.	Criterion	Compliance
1	Technical Details Requirements	Yes/No

- (e) If the answer to the 'Compliance' is '**No**', the Bid shall be non-qualifying and hence would not be taken up for opening and evaluation of the Price Bid. If answer to the 'Compliance' is '**Yes**' then the Price Bid of the Bidder will be opened and evaluated.

7.4.3 Evaluation of Price Bid

- (a) Process: If the submission is in substantial compliance with the Price Bid, then, Bid Evaluation Committee will review and evaluate the Price Bid. If the submission does not satisfy the criteria, the submission will be rejected and the Bidder will be eliminated from further evaluation process.
- (b) Requirements for Substantial Compliance: Prior to the detailed evaluation of the Price Bid, Bid Evaluation Committee will determine whether each Bid or Bidder, as the case may be:
 - (i) continues to meet the Eligibility Criteria as given in this RFP;
 - (ii) is in complete compliance with the Capability Statement and Technical Details requirements;
 - (iii) has been properly signed and contains the required representations or commitments;
 - (iv) is presented in a manner that conforms with the requirements of the RFP;
 - (v) Conforms to all terms, conditions of the RFP without material deviation or reservation.

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(c) Material Deviation: A material deviation or reservation is one

- (i) which affects in any substantial way the requirements of the RFP and performance of the Project; or
- (ii) which is in substantially inconsistent with the requirements of the RFP;
- (iii) which limits in any substantial way, TSRTC's rights or the Bidder's obligation under the Authorisation Agreement;
- (iv) Whose rectification would affect unfairly the competitive provision of other bidders presenting substantially responsive Bids.

7.4.4 Evaluation:

(i) The Bidder shall quote:

The Authorisee should quote the **Initial "Base Annual Lease Rental (ALR)"** payable to TSRTC. The Base **Annual Lease Rental** for initial year (Initial year after Holiday period) is **as specified in the Data Sheet**. Only the Financial Bid which is higher than the Base Annual Lease Rentals (BALRs) as specified in Data Sheet shall be considered for bid evaluation. The Bidder quoting the highest amount as ALR for a Project shall be the Selected Bidder. TSRTC reserves the right to reject all the Bids being less than the Base ALR.

The Annual Lease Rentals (ALR) shall increase by **5% (five percent)** year on year (Compounded) after holiday period/Commercial operation date which ever is earlier, that is from either 4th year upto 33 years of license period

Holiday 3 years with a nominal lease rentals of Rs1,000/- for every 6 months during holiday period (i.e, Rs.2,000/- PA).

Payment of Annual Lease Rentals (ALR) shall commence from the date of Commercial Operation or completion of Holiday period whichever is earlier.

- (ii) Bidders would be ranked in the descending order of the highest "**Initial "Base year Annual Lease Rent (ALR)"**" offered by the Bidders to TSRTC. For example, the Bidder offering the highest ALR would be ranked "H1", the Bidder offering the next highest ALR would be ranked "H2" and so on, as set out in the Table below;

Name of Bidder	Bid	Rank
XXX	Highest Initial (Base) year ALR	H1
YYY	Second highest ALR	H2

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(iii) Bidder quoting the Highest Initial “Base year Annual Lease Rent” (H1) will be considered as the ‘PREFERRED BIDDER’.

7.5 Correction of Errors

- 7.5.1 Bid determined to be substantially responsive will be checked by Bid Evaluation Committee for any arithmetic errors. Wherever there is discrepancy between the amounts in figures and in words, the amount in words will govern.
- 7.5.2 The corrections made by TSRTC, as explained above, shall be considered as binding upon the Bidder.
- 7.5.3 If the Bidder does not accept the corrections in the Bid, TSRTC may reject the Bid and Bid Security shall be forfeited

7.6 Preferred Bidder

Bidder quoting the Highest Initial “Base Annual Lease Rentals” **(H1)** will be considered as the **‘PREFERRED BIDDER’**.

7.7 Special Conditions Relating to Selection of Preferred Bidder:

In the event that two or more Bidders offer the same Initial “Base Annual Lease Rentals”, TSRTC may:

1. call all such bidders for re-submission of the Price Bids and select the Preferred Bidder accordingly . **or**
2. Take any such measure as may be deemed fit in the sole discretion of TSRTC.

7.8 Confidentiality:

The confidentiality of the Capability Statement, Technical Details and Price Bid of each Bidder will be respected by TSRTC and will not be divulged unless required by operation of law. The contents of the Capability Statement and Technical Bids and any other non-propriety information, of the Preferred Bidder may be made public at the sole discretion of TSRTC.

8 AWARD OF PROJECT/ SIGNING OF AUTHORIZATION AGREEMENT

8.1 TSRTC’s Right to Reject any or all Bids

TSRTC reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all bids, at any time prior to the award of Authorization, without thereby incurring any liability to the affected Bidder or Bidders and /or any obligation to inform the affected Bidder or Bidders of the grounds for its action.

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8.2 Issue of Lol after Evaluation of the Bids and Approval of TSRTC:

Upon completion of the Bid evaluation process, acceptance of the Bid and intention of award of the Project/Authorization would be conveyed by TSRTC to the **Preferred Bidder**, who satisfies all other compliance requirements. The above **Letter of Intent (Lol)** would be communicated to the Preferred Bidder by fax or e-mail confirmed by a letter.

8.3 Fulfilment of LOI Conditions

1. The preferred Bidder need to fulfill the following LOI Conditions within **45 days** of issue of Letter of Intent (Lol) or before signing of Authorisation Agreement as precondition for signing of the Authorisation Agreement:

- (i) A non refundable and irrevocable payment of Rs. _____/- (Rupees _____ only) by way of demand draft No. _____ dated _____, issued by _____ Bank (Branch), drawn in favour of **“FA, TSRTC, Hyderabad”** payable at Hyderabad towards **first instalment of Upfront Amount**.
- (ii) A non refundable payment of an amount of **Rs. _____/- (Rupees _____ only)** towards **“ & (PDF)”** and land use conversion charges of Rs. _____ by way of Demand Draft No. _____ dated _____ issued by _____ Bank (Branch) drawn in favour of **“FA, TSRTC, Hyderabad”** payable at Hyderabad.
- (iii) Payment of **Rs. _____/- (Rupees _____ only)** towards **Initial “Base year Annual Lease Rental”** by way of Demand Draft No. _____ dated _____ issued by _____ Bank (Branch) drawn in favour of **“FA, TSRTC, Hyderabad”** payable at Hyderabad.
- (iv) Payment of **Rs. _____/- (Rupees _____ only)** towards Security Deposit i.e, **“Advance Annual Lease rentals”** by way of Demand Draft No. _____ dated _____ issued by _____ Bank (Branch) drawn in favour of **“FA, TSRTC, Hyderabad”** payable at Hyderabad or in the form of BG.
- (v) And furnished Irrevocable and unconditional **Bank Guarantee** from Nationalised Bank B. G. No. _____ dated in favour of **“Managing Director, TSRTC, Hyderabad”** payable at Hyderabad for **Rs. _____/- (Rupees Twenty _____ only)** towards the **Performance Security**. (This Bank Guarantee

Bidder

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with a validity of four years from the date of signing of Authorisation Agreement).

- (vi) To incorporate **Special Purpose Company (SPC)** exclusively for developing, operationalizing and maintaining the Project during the Authorisation Period and submission of the related documents with equity details etc.

8.4 Signing of Authorization Agreement

8.4.1 Within **45 (forty five) days** of the issuance of the Lol, the Preferred Bidder sign the Authorisation Agreement with TSRTC. Payment of the Project Development Fee, **Landuse Conversion Charges**, First instalment of Upfront Amount and First initial "base Year Annual Lease Rental", First Year Advance Annual Lease Rental, submission of Performance Security Bank Guarantee, shall be preconditions for the signing of the Authorisation Agreement.

8.4.2 If the Preferred Bidder fails to sign the Authorization Agreement with TSRTC within the stipulated time, his Bid Security and all other payments made till that date shall be forfeited. In that event, TSRTC shall have the right to award the Project to the next Highest Bidder (H2) if H2 agrees to match the Price Bid of H1 or otherwise, to go for fresh tenders as decided by TSRTC.

8.5 Execution of Lease Deed

TSRTC shall on the date of Signing of Authorization Agreement, Lease the Project Site to the Preferred Bidder on an "**as is where is basis**" under a valid and binding Land Lease Deed for a period coterminous with the Authorisation Period.

8.6 Possession of Site to Authorisee

The Authorisee upon signing of the Agreement, and upon formal intimation to TSRTC, can fix a due date mutually agreeable to both parties, and take over the leased premises from TSRTC on "**as is where is**" basis.

8.7 Payment of Annual Lease Rentals

8.7.1 In consideration of the rights appurtenant thereto in favour of the Authorisee, the Authorisee shall, effective from date of signing of the Authorisation Agreement and during the Authorisation Period, shall pay Annual Lease Rentals to TSRTC. The Annual Lease Rental for the base year is **as specified in the DATA SHEET**. Applicable taxes, if any on the above shall also be paid extra by the Authorisee. The Annual Lease Rentals shall be incremented by 5% every year over the previous year Annual Lease rentals (compounded) for the entire Authorisation period of **33 years**. These Annual Lease Rentals shall be paid every year on advance basis.

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- 8.7.2 The Authorisee has to pay **Advance Annual Lease Rentals** (equivalent to initial "6 months Base year Annual Lease Rental") along with first year Annual Lease Rental before signing of Authorisation Agreement as interest free **Security deposit**.
- 8.7.3 The **Annual Lease Rentals** payable by the Authorisee in each year is different and subject to annual increase as mentioned above. The Authorisee has to ensure at all times from the date of Authorization Agreement.
- 8.7.4 The above payments shall be in the form of Demand Draft drawn on any Nationalised/Scheduled (Excluding Cooperative) Bank in favour of **"FA, TSRTC, Hyderabad"** payable **at Hyderabad or BG**.

8.8 Penalty for Delayed Payments:

If the Authorisee fails to make the Annual Lease rental payments to TSRTC, the Advance Annual Lease Rentals (Security Deposit), (6 months payments on advance basis) and yearly enhancement of advance Annual Lease Rental within the stipulated period, a penalty **@ 18% per annum** on the outstanding amounts would be effective from and including the due date to excluding the date of payment.

8.9 Authorization Period

The Authorization Period for the Project is **33 years** including construction period effective from the date of signing of the Authorisation Agreement. Additional **25 years** of extended period shall be offered to the Developer (Authorisee) on "Right of First Refusal" basis on successful completion of lease period, provided further that, on the Expiry of this Agreement, if the Grantor intends to extend the Concession Period further by **25 (twenty five) years**, then the procedure provided hereunder shall be followed:

- a. The Grantor shall invite proposals from eligible entities through a competitive bid process. The Authorisee shall have the option to submit its proposal.
- b. In case the Authorisee after participating in the bidding procedure fails to give the preferred offer, the Authorisee shall be given the first right of refusal to match the preferred offer. If the Authorisee matches the preferred offer the parties shall enter into suitable agreement accordingly to implement the Project. In such an event, the Authorisee shall pay to the preferred bidder/TSRTC the cost towards preparation of the Bid as provided in the bid document.
- c. In case the Authorisee (a) chooses not to submit its proposal or (b) is not the preferred bidder and also fails or declines to match the preferred offer this Agreement shall get terminated on Expiry Date.

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- d. In case the Authorisee is a preferred bidder or matches the preferred offer, a new agreement with modified terms and conditions based on the bid document issued by the Grantor shall be executed by the Authorisee with the Grantor.

9.0 CORRUPT OR FRAUDULENT PRACTICES:

It is required that the Bidders observe the highest standard of ethics during the Bidding process. In pursuance of this policy, the TSRTC:

- i. Defines, for the purposes of this provision, the terms set forth below as follows:
 - (a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the Bidding process or in the execution of any Agreement with TSRTC (Grantor), or bringing political pressure.
 - (b) "Fraudulent practice" means a misrepresentation of facts in order to influence the Bidding process or in the execution of any Agreement with Grantor to the detriment of the Grantor, and includes collusive practice among Bidders (prior to or after Proposal submission) designed to deprive the Grantor (TSRTC) of the benefits of free and open competition.

Will reject the bid, at any stage, if it determines that the Bidder recommended for selection has engaged in corrupt or fraudulent practices during bidding process.