

Office of the Guwahati Metropolitan Development Authority

(GMDA)

Statfed Building, Bhangagarh, Guwahati-781005

VOLUME I

REQUEST FOR PROPOSAL

FOR

DESIGN, FINANCE, CONSTRUCTION,

OPERATION, MAINTENANCE &

TRANSFER

OF

GMDA LAND PARCEL AT

SHRADDHANJALI KANAN, R G

BARUAH ROAD, GUWAHATI, ASSAM

ON

PPP MODE

Office of the Guwahati Metropolitan Development Authority
(GMDA)
Statfed Building, Bhangagarh, Guwahati-781005

Tender Notice No: GMDA/DEV/99/2015/21

Dated: 25/02/2015

REQUEST FOR PROPOSAL DOCUMENT

**Name of Work: Development of GMDA Land Parcel at
Shraddhanjali Kanan, R.G. Baruah
Road, Guwahati, Assam on PPP Mode**

Issued to _____

The Chief Executive Officer
Guwahati Metropolitan Development Authority
Statfed Building
Bhangagarh, Guwahati 781005
Phone: +91-361- 2529650
Website: www.gmda.co.in
E-mail: ceo.gmda-as@nic.in

Request For Proposal

(Refer NIT No. **GMDA/DEV/99/2015/21** dated 25/02/2016)

Acknowledgement

1	<u>Issued to</u>	
2	Name of Project	Development of GMDA Land Parcel at R G Baruah Road, Guwahati, Assam on PPP mode
3	Issue of RFP Document	From 29 th February, 2016 till 12 th March, 2016 at the office of the CEO, Guwahati Metropolitan Development Authority, Staffed Building, Bhangagarh, Guwahati, Assam The RFP document may also be downloaded from the GMDA website www.gmda.co.in . in that case, the cost of tender document shall be submitted vide Demand Draft or Bankers Cheque drawn on any schedule bank in India in favour of ' CEO, GMDA ' and payable at Guwahati.
4	Pre bid conference	A pre bid conference will be held at GMDA office on 17 th March' 2016 at 11:30 AM
5	Reply to Queries	19 th March' 2016
6	Last date of submission of bid Opening: For Responsiveness check	30 th March, 2016 on or before 1 PM at the office of the CEO, Guwahati Metropolitan Development Authority, Staffed Building, Bhangagarh, Guwahati On 30 th March, 2016 at 2 PM at the office of the CEO, GMDA, Guwahati
7	Bid Processing Fees (Non-Refundable)	* Rs. 10,000/- (Indian Rupees Ten Thousand Only) Paid through the D.D.No. _____ Date: _____ _____ Bank (Payable at Guwahati) in favour of " CEO, GMDA " to be paid at the time of procuring the RFP document.
8	EMD/Bid Security through DD	* Rs. 1,85,000/- (Indian Rupees One Lakh Eighty Five Thousand Only) Paid through the _____ Date: _____ _____ Bank *Note: the D.D or FD pledge shall be drawn from any Nationalised/Scheduled Bank or Indian Branch of Foreign Bank in Indian favour of the " CEO, GMDA " and Payable at Guwahati.

This document is to be returned acknowledging the contents of each page signed by the authorized signatory.


Authorized Signatory

SIGNATURE OF THE ISSUING AUTHORITY

Notice Inviting Proposal

NIT No. GMDA/DEV/99/2015/21

Date: 25/02/2015

Guwahati Metropolitan Development Authority, Guwahati

Proposals from the eligible investors are invited by Guwahati Metropolitan Development Authority (GMDA) to undertake the following two projects to be developed on two vacant land parcels at following locations for commercial utilization through development of State of the art Commercial Complex. The RFP document can be obtained from the office of the CEO, GMDA, Guwahati, Assam from 29th February to 12th March' 2016 between 10:00 AM to 2:00 PM on all working days on payment of a non-refundable amount of Rs10,000/- (Rupees Ten Thousand Only). The RFP document may also be downloaded from the GMDA website www.gmda.co.in. In case of downloaded form, the document fee shall be submitted vide Demand Draft or Bankers Cheque drawn on any schedule bank in India in favour of 'CEO, GMDA' and payable at Guwahati in a separate envelope along with the proposal. The last date for submission of the bids completed in all respects is 1 PM on 30th March' 2016. GMDA reserves the right to reject or accept all or any of the proposals or to hold, modify, withdraw or cancel the process without assigning any reasons whatsoever.

Project No.	Name of Project	Area of Project
1	Dvelopment of land plot at Shraddhanjali Kanan, R G Baruah road, Guwahati on PPP Mode	Plot Area- 7500 Sqft. Approx.

Sd/-



Chief Executive Officer,
Guwahati Metropolitan Dev. Authority,
Bhangagarh, Guwahati-05

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Section 1

Project Information

Project Background:

The Guwahati Metropolitan Development Authority (GMDA), the nodal agency of the Government of Assam for planning and developing urban infrastructure in the city of Guwahati, owns a land parcel at R G Baruah Road in front of Shrddhanjali Kanan near the State Zoological Garden under the Dispur Revenue Circle in the Kamrup (Metro) district. This land parcel measuring 7500 sqft is being proposed to be developed on Public-Private-Partnership (PPP) basis by GMDA into a Commercial Complex:

The land shall be given out on a long term lease of 40 years by GMDA to the private sector investor selected through a nationally competitive bidding process as per the procedures described in this Request For Proposal (RFP) document. The ownership of the land parcel shall not be transferred to the selected PPP investor and instead, as stated above shall be leased out for the fixed tenure of 40 years for a pre-determined lease rental against the maximum permissible built up area. The selected PPP investor will necessarily have to develop the specific project as indicated by them in their proposal submitted in response to the Notice Inviting Tender (NIT) and no deviation shall be allowed whatsoever in this regard.

Site Assessment

The Proposed location for the commercial complex is situated in front of the Shraddhanjali Kanan at R G Baruah road, just opposite to the Assam State Zoo at Guwahati. The Sharddhanjali Kanan is one of the most popular parks in Guwahati. It is a very well developed park with various amusement facilities for the children with lots of open space. Its popularity can be assumed from the fact that daily around 700 headcount is recorded at the park. Due to its proximity to the Sate Zoo and being located at a central place of Guwahati on the R G Baruah road, the proposed commercial complex would be a suitable option of development at this location. The proposed three storied commercial complex would house shops/ showrooms, restaurants with provision for other recreational facilities. The multi-level car parking with capacity of 300 Cars that is being constructed at would be another added benefit for the project.

Section 2

Information and Instructions to Bidder

1. DEFINITIONS

GMDA:	Guwahati Metropolitan Development Authority
Authorized Signatory:	The Authorized Signatory shall be as specified by the Bidder/ Lead Member of a Bidding Consortium.
Bidder:	Bidder refers to those companies (either a single company or a consortium/joint venture of companies), eligible to submit the Bid in response to this RFP.
Bidding Consortium:	Bidding Consortium refers to those corporate entities bidding jointly for the Project.
Bid Submission Due Date:	The date and time, by which Bid Proposals of Bidders are due in response to the RFP Document.
Bid / Bid Proposal:	Bid/Bid Proposal refers to the proposal of Bidders/Bidding Consortia in response to this RFP Document and organized in a manner specified in the RFP document.
Bidding Process:	Bidding Process refers to the single stage three envelope process undertaken for selection of Successful Bidder for award of the Project.
Consortium Members:	Consortium Members shall mean the individual members of a Bidding Consortium.
Financial Bid:	Financial Bid refers to the financial proposal of Bidders/ Bidding Consortia in response to the RFP Document issued to interested Bidders.
GoA:	Government of Assam
Gol:	Government of India
INR:	INR shall mean Indian Rupees, the lawful currency of the Republic of India.
Lead Member:	Lead Member shall be a Consortium Member as identified by the Bidding Consortium who has submitted its Bid as a Consortium.
Lessee:	The Lessee means the selected bidder with whom a Lease Agreement has been signed by GMDA.

PPP:	PPP means Public-Private-Partnership.
Preferred Bidder:	The Bidder (Bidding Consortium) who has (have) quoted the highest "Lease Rental" and has (have) been responsive to the requirements of the RFP document.
Project:	Project shall mean development of the land parcel at R.G Baruah Road, Guwahati, Assam into a Commercial Complex on PPP mode.
RFP /Bid Document:	RFP Document/Bid Document shall mean this document being issued to the Bidders/ Bidding Consortia.
SPV:	SPV means Special Purpose Vehicle established to undertake this project.
Successful Bidder:	The Successful Bidder shall mean the Bidder/the Bidding Consortium that is finally awarded the Project and invited to enter into a Lease Agreement with GMDA.

2. DISCLAIMER

- 2.1. This Request for Proposal document (“RFP”) does not purport to contain all the information that each Bidder may require and accordingly is not intended to form the basis of any investment decision or any other decision to participate in the bidding process for the selection of the Successful Bidder for this Project. Each Bidder should conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information in this document and obtain independent advice from appropriate sources.
- 2.2. Neither the RFP nor anything contained herein shall form a basis of any contract or commitment whatsoever. Successful Bidder will be required to acknowledge in the Contract Agreement that he has not relied on or been induced to enter such agreements by any representation or warranty, save as expressly set out in such an agreement.
- 2.3. While the RFP has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by the Client, its employees or advisors or agents as to or in relation to the accuracy or completeness of the RFP or any other oral or written information made available to any Bidder or its advisors at any time and any liability thereof is hereby expressly disclaimed.
- 2.4. This RFP includes certain statements, estimates and projections with respect to the anticipated future performance of the Project. Such statements, estimates and projections reflect various assumptions concerning anticipated results, which assumptions may or may not prove to be correct. Neither the Client nor its employees or consultants make any representation or warranty with respect to the accuracy of such statements, estimates and projections and actual performance of the Project nor any opportunity, which may be materially different from that set forth in such statements, estimates and projections.
- 2.5. Neither the Client nor their employees or consultants shall be liable to any Bidder or any other person under any law including the law of contract, distort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise, or be incurred, or suffered, in connection with this RFP document, or any matter that may be deemed to form part of this RFP document, or the award of the contract, or any other information supplied by or on behalf of the Client or their employees or consultants or otherwise arising in any way from the selection process for the award of the contract for the Project.
- 2.6. No extension of time will be granted under any circumstances to any Bidder for submission of its bid on the grounds that the Bidder did not obtain a complete set of the RFP.
- 2.7. The Client is not bound to accept any or all the Proposals. The Client reserves the right to reject any or all the Proposals without assigning any reasons. No Bidder shall have any cause for action or claim against The Client or its officers, employees, successors or assignees for rejection of his bid.

- 2.8. Failure to provide information that is essential to evaluate the Bidder's qualifications or to provide timely clarification or substantiation of the information supplied, may result in disqualification of the Bidder.

3. INFORMATION AND INSTRUCTIONS TO BIDDERS

3.1. INTRODUCTION

- 3.1.1. The Guwahati Metropolitan Development Authority - GMDA (hereinafter called the Client) has taken up the task of Development of the Land Parcel at R G Baruah Road, Guwahati, Assam hereinafter called the premises, into a Commercial Complex (The Project).
- 3.1.2. The development is proposed to be undertaken on a Public-Private-Partnership (PPP) format through the Design, Build, Finance, Operate, Maintain & Transfer (DBFOT) mechanism in which the private sector bidder is expected to develop the land parcel into a Commercial Complex as per the existing bye-laws and as per specifications provided in this RFP using his own finances and operate & manage the assets for 40 years at the end of which the assets shall be transferred back to GMDA.
- 3.1.3. The bidder will be required to submit its proposal clearly outlining
- 3.1.3.1. **Bidder's background and its preference for the project. The bidder will also have to submit a detailed approach towards implementation and the methodology to be adopted while implementing the project. This shall also include an Operation & Maintenance plan.**
 - 3.1.3.2. **Broad financials specifying project cost and other financial parameters. This shall must include a detailed financial analysis.**
 - 3.1.3.3. **A concept design for the project it would prefer to develop specifying the proposed built up area.**
- 3.1.4. The bidder will not be allowed to submit multiple bids for the project, whether alone or in association with some other bidder. Any violation of this clause, shall make the bidder's proposal liable to be rejected outright
- 3.1.5. **Bidders are invited to submit proposals in three separate envelopes each containing the (i) Proof of eligibility, (ii) Technical Proposal and (iii) Financial Proposals for the above-mentioned work.** A quality and cost-based procedure shall be followed for evaluation of the proposals. The proposal will be the basis for contract negotiations and ultimately for a signed Lease Agreement with the selected firm.
- 3.1.6. The bidders must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, bidders are encouraged to visit the site before submitting a proposal.

- 3.1.7. The bidders must provide professional, objective, and impartial advice and at all times hold Client interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Bidders shall not be selected for the work if it is in conflict with their prior or current obligations to other clients, or may place them in a position of not being able to carry out the work in the best interest of the Client.
- 3.1.8. No case, whether criminal or otherwise should be pending against the bidders in any court of law in India to be eligible for the project.
- 3.1.9. Any bidder, who has been blacklisted by any Government agency anywhere in India, shall not be eligible to participate in the bidding process for the project. The bidder should provide details of any such information including those related to clause 3.1.8 in their proposal.
- 3.1.10. Please note that (i) costs of preparing the proposal and of negotiating the contract, including visits to the Client, site etc., are not reimbursable; and (ii) Client is not bound to accept any of the proposals submitted and reserves the right to reject any or all proposals without assigning any reasons.
- 3.1.11. Without limitation on the generality of this rule, a firm shall not be eligible for selection to the assigned work under the circumstances set forth below:
- 3.1.11.1. A firm that has been engaged by the client to provide goods or works for a project, and any of their affiliates, shall be disqualified from participating in the bidding process for the same project.
- 3.1.11.2. Firms or any of their affiliates shall not be selected for any work that, by its nature, may be in conflict with another project of the bidders.
- 3.1.12. The proposals must be properly signed as detailed below:
- 3.1.12.1. By the proprietor in case of a proprietary firm
- 3.1.12.2. By the partner holding the Power of Attorney in case of a firm in partnership (A certified copy of the Power of Attorney shall accompany the Proposal).
- 3.1.12.3. By a duly authorized person holding the Power of Attorney in case of a Limited Company or a Board (A certified copy of the Power of Attorney shall accompany the proposal).
- 3.1.12.4. By a duly authorized representative in case of a consortium.

3.2. General Conditions

3.2.1. Introduction

- 3.2.1.1. GMDA has envisaged development of its land parcel at Shradhanjali Kanan, R G Baruah Road, Guwahati, Assam into a Commercial Complex for showrooms, restaurants etc. on PPP mode.
- 3.2.1.2. The Lessee to be selected through the bidding process shall be required to develop the land parcel as per specifications provided in this RFP document and as per GMDA bye laws
- 3.2.1.3. The Lessee to be selected will necessarily have to arrange the finances required for the project from its own sources.

3.2.2. Bidding Process

- 3.2.2.1. GMDA invites proposals from interested developers/operators as per the eligibility criteria provided in another section of the RFP for private sector participation in developing The Project under Public Private Partnership (PPP) mode.
- 3.2.2.2. Interested bidders will have to purchase the RFP documents as per the details provided in the Data Sheet.
- 3.2.2.3. GMDA on its part is ensuring that the terms and conditions for the bidding process for the Project are followed and applied uniformly to all bidders in a non-discriminatory, transparent and objective manner. GMDA or its authorized agency shall not provide to any bidder, any such information with regard to the Project or bidding process, which may have the effect on restricting competition.

3.2.3. Eligible Bidders

- 3.2.3.1. Eligibility of bidders will be cancelled if clauses 3.1.8 and 3.1.9 are not met
- 3.2.3.2. The qualification criteria for the bidders shall be as follows
 - 3.2.3.2.1. The Bidder shall be a Proprietorship/ Company / Joint Venture / Consortiums / Partnership Firms having business interests in the union of India. GMDA, however, would encourage Local Entrepreneurs having sufficient financial strength to participate in the bidding process, whether singly or in consortium with others.
 - 3.2.3.2.2. In case of a consortium, the number of member of the consortium cannot exceed more than 3.

3.2.3.2.3. The Bidder/Consortium shall meet the following financial criteria :

- An average annual turnover of not less than Rs. 60 Lakhs in the last three financial years, i.e. 2012-13, 2013-14 and 2014-15.
- Should have a positive net worth as certified by a Chartered Accountant
- In case of a consortium, the lead member of the consortium should meet the minimum financial criteria as prescribed.

3.2.3.2.4. If the information provided by the bidder is incorrect with respect to clause 3.2.3.3, the eligibility of the bidder shall be cancelled forthwith.

3.2.3.3. The Bidders should provide information concerning their turnover based on audited annual accounts for the respective financial years. The Financial Year would be considered as one for the period starting with 1st April of one calendar year till the 31st March of the next calendar year. The Bidder's Financial Capability will have to be certified by their respective Statutory Auditors.

3.2.3.4. The Proposal must be accompanied by the Audited Annual Reports of the Bidder or each member in case of a consortium for the last three (3) financial years. It may be noted that in any case for the purpose of evaluation of financial capability of any bidder the Audited Annual Accounts prior to the financial year 2011-12 shall not be considered.

3.2.3.5. The bidder should also produce a copy of the latest income tax certificate and the copies of the income tax returns filed for the last three financial years, and by each member in case of consortium,

3.2.3.6. Each bidder shall submit the following documents as proof of eligibility

- Background of the firm/consortium (Clause 4.2.1)
- Firm/Lead firm of a consortium's Turnover for the last three financial years. Certified copy of the audit report may be furnished to support the details (Clause 4.2.2)
- Certificate of net worth
- Ongoing works in hand, if any

- 3.2.3.7. Each Bidder shall submit only one proposal either by himself or as a partner in a Consortium. The Bidder who submits or participates on more than one proposal shall be disqualified along with the consortium in which he participates.

3.2.4. Additional Requirement for Proposals Submitted by a Consortium

- 3.2.4.1. Parties that comprise of a Consortium shall nominate a lead member to represent the Bidder. The maximum number of members in a Consortium is limited to three (3).
- 3.2.4.2. The bidder shall furnish the Power of Attorney duly signed by authorized representatives of the members of Consortium designating the Lead Member.
- 3.2.4.3. The proposal shall be signed by the duly authorized signatory of the Lead Member and shall be legally binding on all members of the Consortium.
- 3.2.4.4. The Members of Consortium shall submit a Memorandum of Understanding (MoU) including appropriate agreement (joint venture/partnership/consortium along with the proposal. The MoU shall, inter alia:
- a. Record the commitments contained in the Lease Agreement and no changes thereof would be allowed except in accordance with the provisions of the Lease Agreement and this RFP Document.
 - b. Communicate the willingness of the Consortium to subsequently carry out all the responsibilities as Lessee in terms of the Lease Agreement;
 - c. Clearly outline the proposed roles and responsibilities of each member at each stage; and
 - d. Make the Lead Member of the Consortium liable for execution of the Project in accordance with the terms of the Lease Agreement, while holding all members jointly and severally liable for all obligations to the Lessee under the Lease Agreement
- 3.2.4.5. The membership structure of the consortium shall not be changed after submission of proposal.
- 3.2.4.6. Wherever required, the proposal shall contain information required for each member of the Consortium

3.3. Implementation Structure and shareholding pattern

- 3.3.1. The bidder and the lead member in case of a consortium must be a company/society/trust under the Companies Act, 1956. The equity holding of the Consortium members or the partners in the selected bidder's Company/ entity would be in the same proportion as outlined in the Proposal of the Bidder at the time of signing of the Agreement. Any changes thereafter in the shareholding pattern of the selected bidder's Company shall be in accordance with the provision of clause 3.3.3 The Lease Agreement shall be executed between the Lessee and GMDA as mentioned below.
- 3.3.2. The Lease shall be granted by GMDA (hereinafter "GMDA"). The Lease Agreement will be signed between the GMDA and Lessee (a company under companies act or a special purpose company incorporated under the Companies Act in case of Joint Venture / Consortiums / Partnership Firms). In case of the Preferred Bidder being Joint Venture / Consortiums / Partnership Firms, the Preferred Bidder shall collectively sign the Lease Agreement as the Confirming Party.
- 3.3.3. The aggregate equity share holding of the members/partners of the Consortium in the issued and paid up equity share capital of the Lessee shall be as per the following:
- 3.3.3.1. The members of the consortium shall each hold a minimum equity stake of 26% of the aggregate shareholding of the special purpose vehicle to be set up for the project at all times during the Development Period. The other member of the consortium shall hold a minimum of equity stake of 11% of the aggregate shareholding of the special purpose vehicle to be set up for the Project up to the date of completion of construction of the project and fulfillment of all the responsibilities and obligations of the member.
- 3.3.3.2. Notwithstanding the shareholding criteria under Sub-section 3.3.3.1 as above, the shareholding of the Member designated as Lead Member shall be higher than the other members.
- 3.3.3.3. In case of single entity it would be required to commit to hold a minimum equity stake equivalent to 100% of the aggregate shareholding in the Project at all times during the development period and fulfillment of all the responsibilities and obligations of the member.
- 3.3.3.4. An exit clause for the investors shall be made available in the Lease Agreement to be signed between the GMDA and the Lessee in order to make the project investor friendly

3.4. Proposal Preparation Cost

- 3.4.1. Each Bidder shall be responsible for bearing all the costs and expenses associated with the preparation of its Proposal and its participation in the bidding process. The client shall not be responsible or in any way liable for such costs/expenses, regardless of the conduct or outcome of the bidding process.

3.5. Project Inspection and Site Visit

- 3.5.1. The Bidder, at the Bidder's own responsibility and risk can visit to examine the Project Site and its surroundings and obtain all information that may be necessary for preparing the proposal. The costs of visiting the site shall be borne by the Bidder. The client shall not be liable for such costs, regardless of the outcome of the Bidding process.
- 3.5.2. However, such visits would be subject to the express condition that the bidder will indemnify GMDA from and against all liability in respect of physical injury, loss of or damage to property and any other loss, costs and expenses whatsoever caused in carrying out such visits.

3.6. Prohibition against collusion amongst bidder(s)

- 3.6.1. Each Bidder shall warrant by its Proposal that the contents of its Proposal have been arrived at independently. Any Proposal which has been arrived at through connivance or collusion or pooling amongst two or more bidder(s) shall be deemed to be invalid and the concerned Bidder(s) shall forfeit its/their Proposal Security, at sole discretion of GMDA.

3.7. Communication Between Bidders and GMDA

- 3.7.1. All communications to GMDA, in the context of this RFP document and related issues, unless specified otherwise, shall be addressed to GMDA at the following address.

**The Chief Executive Officer,
Guwahati Metropolitan Development Authority,
StatefedBuilding, Bhangagarh, Guwahati – 781005
Phone: +91-361- 2529650/ 2529824
Email: ceo.gmda-as@nic.in**

- 3.7.2. All communications to the bidders shall be sent to the designated person/representative of the bidder at the address mentioned in the covering/forwarding letter of its Proposal, as addressed to GMDA, unless GMDA is advised otherwise by the concerned bidder.
- 3.7.3. GMDA will not entertain or enter into any correspondence (written or oral) with the bidders except where GMDA seeks clarification from interested bidders or where a bidder seeks clarification from GMDA in writing before submission of its Proposal, whereupon GMDA may provide written clarifications.

4. Proposal Document

4.1. Contents of RFP

4.1.1. The RFP document consists of following Sections and would include any addenda issued

Volume I

Section 1	:	Project Information
Section 2	:	Instructions to Bidders
Section 3	:	Proposal Formats

Volume II

Lease Agreement (To be provided to the Preferred Bidder)

4.2. Clarification on RFP

4.2.1. A prospective Bidder requiring any clarification on the RFP document may notify the GMDA in writing or facsimile as per the provisions under clause 21.3.

4.3. Amendment of RFP Document

4.3.1. On the basis of the inputs provided by Bidders during Pre-bid conference and any further discussions with any/all bidders, which GMDA may hold at its own discretion, the RFP document may be amended. Such amendments shall be intimated in writing by GMDA which will qualify as an "Addendum".

4.3.2. At any time prior to the deadline for submission of Proposals, GMDA may, for any reason, whether at its own initiative or in response to clarifications requested by one or more of the bidders, modify the RFP document by way of issuance of an "Addendum"

4.3.3. The Addendum will be sent in writing to all the prospective / short listed bidders, who have returned the Acknowledgment of RFP document and Notification of Intent to Bid and will be binding on them. Each such Addendum shall become part of the RFP document. The bidders shall promptly acknowledge receipt thereof to GMDA.

4.4. Bidder's Responsibilities

4.4.1. The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP will be at the Bidder's own risk, and may lead to disqualification of the bid as being non-responsive.

- 4.4.2. It would be deemed that prior to the submission of the Proposal, the Bidder has:
- 4.4.2.1. Made a complete and careful examination of requirements and other information set forth in this RFP document
 - 4.4.2.2. Examined all the relevant information as it has received from GMDA in respect of the project
 - 4.4.2.3. Made a complete and careful examination to determine the difficulties and matters incidental to the performance of its obligations under the Lease Agreement, including but not limited to
 - (a) The Project Site
 - (b) Availability of suitable materials for construction
 - (c) All other matters that might affect its performance under the Lease Agreement
- 4.4.3. The technical data and information provided by GMDA is only for guidance and general information of the Bidder. GMDA or its advisors, consultants, project developers etc do not accept any responsibility or liability for its completeness and correctness, any errors, omissions, inaccuracies or errors of judgment with respect to information or data provided in this RFP document or otherwise. GMDA shall not be liable for any mistake, error or neglect by the bidder in respect of the above

4.5. Other Conditions of Bidding Process

- 4.5.1. GMDA reserves the right to contact the Bidder(s), their bankers, their consultants, former clients of the bidder(s) and other such sources for verifying the information, references and data submitted by the bidder(s) in the proposal, without further reference to the Bidder(s).
- 4.5.2. Failure by the Bidder(s) to provide all requisite information in the Proposal or additional information required by GMDA, shall be at the Bidders sole risk and cost and may impact evaluation of the Technical Proposal and/or Financial Proposal besides leading to rejection of proposal as being non-responsive.
- 4.5.3. GMDA shall be fully entitled to disqualify any Bidder from bidding process for any reasons whatsoever including but not limited to the following reasons:
 - 4.5.3.1. Failure to submit the requisite information (including any additional information requested by GMDA and supporting documents within the required timeframe)
 - 4.5.3.2. Material inconsistencies in the information submitted

- 4.5.3.3. Willful misrepresentation in any document
 - 4.5.3.4. If a party or entity submits more than one proposal either independently or as part of different Consortium; all such bids will be liable to be rejected
 - 4.5.3.5. Bidding for more than one project facility at a time
 - 4.5.3.6. Apparent failure to meet any obligations required
- 4.5.4. Any attempts or efforts by a Bidder to influence the processing or evaluation of Proposals or decision making process of GMDA or any officer, agent or advisor thereof, may result in the rejection of such Bidder's Proposal. In the event of rejection of Proposal in pursuance of this provision, the Bid Security of the concerned bidder shall be forfeited by GMDA, at its sole discretion and the Bidder shall not be entitled to lodge any claims in this regards.

4.6. Preparation of Proposal

4.6.1. Language of the Proposal

- 4.6.1.1. The Proposal and related documents to the Proposal and all correspondence exchanged between Bidder(s) and GMDA shall be written in English. Supporting documents and printed literature furnished by the Bidder(s) in another language provided they are accompanied with accurate translation of the relevant passages in the English language. Supporting materials, which are not translated into English, will not be considered. For the purpose of interpretation and evaluation of the proposal, the English language translation shall prevail

4.6.2. Currency of Proposal and Payment

- 4.6.2.1. The currency for the purpose of this RFP shall be Indian Rupees

4.7. Bid Security

- 4.7.1. The Proposal shall be accompanied by a Bid Security in Indian Rupees for an amount specified in the Data Sheet. The bid security shall be in the form of a Bank Guarantee/Demand Draft/Fixed Deposit Pledge from a nationalized or scheduled bank with a branch in Guwahati drawn in favour of "**CEO, GMDA**", payable at Guwahati, Assam. Any proposal not accompanied by the Bid Security shall be summarily rejected.
- 4.7.2. The Bid Security shall be kept valid through the Proposal Validity Period. Upon any extension of the Proposal Validity Period, the validity of the Proposal Security shall be extended by the Bidder(s) by the corresponding period through issue of a fresh Demand Draft of the required amount maintaining the same terms and conditions of **clause 4.7.1**. Any extension of the validity of the Bid Security shall be provided to GMDA, a minimum of seven calendar days

prior to the expiry of the validity of the Bid Security being extended. GMDA reserves the right to reject the proposal submitted by any Bidder(s) who fail to extend the validity of the Bid Security in line with provisions of this Clause

- 4.7.3. Bid Security of unsuccessful bidder(s) shall be returned by GMDA within a period of thirty (30) days from the date of execution of the Lease Agreement with the Selected Bidder
- 4.7.4. The Bid Security of the Selected Bidder shall be released on receipt of Performance Security from it in accordance with the provision of Lease Agreement.
- 4.7.5. In addition to the above, GMDA will promptly release all Bid Securities in the event GMDA decides to terminate the bidding process for any reason whatsoever.
- 4.7.6. The Bid Security shall be forfeited by the bidder in the following cases:
 - 4.7.6.1. The bidder withdraws its proposal after Proposal Due Date and during Proposal Validity Period, including any period of extension
 - 4.7.6.2. In the case of a Selected Bidder, if it fails to sign the Lease Agreement or furnish the required Performance Security to GMDA within the time specified in the Notice of Award
 - 4.7.6.3. In case the proposal of the bidder is determined as being non-responsive due to its being “conditional” or “qualified” or for any other reason, in the opinion of GMDA.
 - 4.7.6.4. Attempt to influence any official of GMDA
 - 4.7.6.5. Withdrawal or modification of the bid after the proposal due date

4.8. Proposal Validity Period

- 4.8.1. The Proposal shall remain valid for a period not less than 180 days from the Proposal Due Date. GMDA reserves the right to reject any Proposal which does not meet this requirement.

4.9. Extension of Proposal Validity Period

- 4.9.1. GMDA may request for one or more extensions of the Proposal Validity Period for a total period up to 360 days from the Proposal Due Date. Such request to the bidder (s) shall be made in writing at least seven (07) days prior to expiration of the proposal validity period. If any bidder does not agree to the extension, it may withdraw its Proposal without inviting action of forfeiture of its Bid Security by giving notice in writing to GMDA of its decision prior to the expiration of the Proposal Validity Period. In case GMDA does not receive any written notice of withdrawal prior to expiration of the proposal validity period, the requested extension shall be deemed to be accepted by the Bidders.

4.9.2. The Proposal Validity Period of the Selected Bidder shall be automatically extended till the date on which the Lease Agreement is signed and is in force.

4.9.3. When an extension of the Proposal Validity Period is requested, bidder(s) shall not be permitted to change the terms and conditions of their Proposal(s).

4.10. Pre-Bid Conference

4.10.1. A Pre-Bid Conference shall be held in order to clarify and discuss any provisions or requirements related to the Project, this RFP document or any other related issue with the interested bidders, who have purchased the RFP document.

4.10.2. Attendance of Bidders at the Pre-Bid Conference is not mandatory. However, subsequent to the meeting, GMDA may not respond to the questions or inquiries from any bidder who has not attended the pre-bid meeting at its own discretion and not provided the Acknowledgment of RFP document and Notification of Intent to Bid.

4.10.3. All questions to be raised at the Pre-Bid Conference should be submitted to GMDA in writing or facsimile or electronic mail at least two working days before the date of the Pre-bid meeting and a soft copy of the same shall be e-mailed at the address listed in **Clause 3.7.1** of this Section. Inquiries/observations/comments received after the aforesaid time limit will not be addressed during the Pre-Bid Conference.

4.10.4. GMDA at its discretion may respond to queries submitted by the conference attendees after the date of the Pre-bid meeting. Such response will be sent in writing to all the bidders who have returned the Acknowledgment of RFP document and Notification of Intent to Bid and such response will qualify as an "addendum".

4.10.5. No query/ies from any prospective bidder shall be entertained after the pre-bid conference even in the event of the proposal due date being extended by GMDA.

4.11. Formats and Signing of Proposal

4.11.1. The bidders are required to submit their proposals/bids in accordance with the guidelines set forth in this RFP document. In order to enable consistency among Proposals/Bids and to facilitate smooth evaluation by GMDA, the formats in which the bidders will provide information/data comprising Proposals/Bids is given in this RFP document. GMDA reserves the right to evaluate only those proposals that are received in the required format, complete in all respects and in line with the instructions contained in this RFP.

4.11.2. The proposal shall be signed and stamped on each page initialed by a person or persons duly authorized to sign on behalf of bidder holding Power of Attorney as per the format provided in the Form 2 Section 3 of this RFP document.

4.11.3. If the Proposal consists of more than one volume, Bidder shall clearly number volumes constituting the Proposal and provide indexed table of contents for each volume.

4.11.4. The bidders shall submit a copy of RFP document signed/initialed and stamped each page of it to convey its acceptance

4.12. Submission of Proposals

4.12.1. Sealing and Marking of Proposal

4.12.1.1. The Proposal including Eligibility, Technical and Financial shall be submitted in a separate sealed envelope. The envelope containing the Proposals shall have written on the top as the case may be:

Envelope 'A': "Proof of Eligibility & Bid Security for development of GMDA land parcel at R G Baruah Road, Guwahati, Assam into a Commercial Complex on PPP mode".

Envelope 'B': "Technical Proposal for development of GMDA land parcel at R G Baruah Road, Guwahati, Assam into a Commercial Complex on PPP mode".

The Financial Proposal to be submitted shall also be in separate sealed envelope mentioning:

Envelope 'C': "Financial Proposal for development of GMDA land parcel at R G Baruah Road, Guwahati, Assam into a Commercial Complex on PPP mode".

The aforementioned Three Envelopes A, B and C shall be sealed in an outer envelope and marked as follows:

"Proposal for development of GMDA land parcel at R G Baruah Road, Guwahati, Assam into a Commercial Complex cum Convention Centre on PPP mode".

4.12.1.2. Each of the Three Envelopes shall indicate the complete name, address, telephone numbers (with country and city code), electronic mail address and facsimile number of the Bidder.

4.12.1.3. Each Envelope containing the Proposal shall be addressed to

The Chief Executive Officer,
Guwahati Metropolitan Development Authority,
Staffed Building, Bhangagarh, Guwahati, Assam– 781005
Phone: +91-361- 2529650/ 2529824
Email: ceo.gmda-as@nic.in

- 4.12.1.4. Each Bidder shall submit 2 (Two) copies (original + copy) of the Eligibility proposal. There shall be a single copy of the Financial Proposal. The proposal copies will be marked as “Original” and “Copy”.
- 4.12.1.5. All envelopes including inner and outer envelope shall indicate the name and address of the lead member/lead partner to enable the Proposal to be returned unopened in case it is declared late or otherwise not accompanied by the other Proposal documents
- 4.12.1.6. GMDA reserves the right to reject any Proposal which is not sealed and marked as instructed above and GMDA will assume no responsibility for the misplacement or premature opening of the Proposal.

4.13. Proposal Due Date

- 4.13.1. Proposal should be submitted at or before 1 PM Indian Standard Time (IST), on Proposal Due Date, as stated in the Schedule of Bidding Process, at the address given in **clause 4.12.1.3.**, in the manner and form as detailed in the RFP Document. The Proposals submitted by facsimile transmission will not be accepted.
- 4.13.2. GMDA may at its sole discretion, extend the Proposal Due Date by issuing an addendum uniformly for all Bidders.

4.14. Late Proposals

- 4.14.1. Any Proposal received by GMDA after 1 PM on the Proposal Due Date will not be accepted.

4.15. Modifications/Substitution/Withdrawal of Proposals

- 4.15.1. A Bidder may modify, substitute or withdraw its Proposal after submission, provided that written notice of the modification; substitution or withdrawal is received by GMDA by the Proposal Due Date. No Proposal shall be modified, substituted or withdrawn by the Bidder after the Proposal Due Date.
- 4.15.2. Any Bidder may withdraw its Proposal on or prior to the Proposal Due Date without inviting action for forfeiture of its Bid Security. Withdrawal or modification by the Bidder of its Proposal after Proposal Due Date shall entitle the GMDA to forfeit the Bid Security.

4.15.3. The modification, substitution, or withdrawal notice shall be sealed, marked and delivered in accordance with Clause 4.15.1. and 4.15.2., with the envelope being additionally marked "MODIFICATION", "SUBSTITUTION" OR "WITHDRAWAL" as appropriate.

4.16. Proposal Opening and Evaluation

4.16.1. Proposal Opening

4.16.1.1. GMDA will open the proposals, including withdrawals, modifications made pursuant to Clause 4.16.1.in the presence of Bidder's designated representatives who choose to attend, at the time, date and location stipulated in the Schedule of Bidding Process.

4.16.1.2. The names of the bidders who have "withdrawn" shall be read out first. The proposals of such bidders who have withdrawn their proposals in accordance with Clause 26 shall not be opened.

4.16.1.3. Subsequently, all envelopes marked "Modifications" shall be opened and submissions therein read out in appropriate detail. In case accepted, modifications regarding financial quote shall be opened in accordance with the procedures set forth in this RFP document.

4.16.1.4. GMDA would subsequently examine responsiveness of Proposals in accordance with the criteria set out in Clause 4.16.3.

4.16.1.5. In the event of a single bid submission, GMDA reserves the right to accept or reject the bidding process and the decision of GMDA shall be final in this regard.

4.16.1.5.1. In case of GMDA accepting a single bid, the Envelope C containing financial proposal will be opened subject to the single proposal is found to be eligible.

4.16.2. Confidentiality

4.16.2.1. GMDA shall treat the contents of all Proposals and other documents, information and solutions submitted by the bidders as confidential. GMDA shall take all reasonable precautions to ensure that all persons having access to such material maintain confidentiality in respect of the same. GMDA shall not divulge any such information, unless it is directed to do so by any authority, which has power to order its release.

4.16.2.2. Each party to whom this RFP document is issued, shall, whether or not he/it submits a proposal, treat this RFP, related clarifications, information and solutions provided by GMDA in relation to this Project or bidding process as confidential for a period of five (5) years from date of issuance of RFP document package. During this period, the concerned person or entity shall not disclose or utilize in any manner, any such

documents, information or solutions, without prior written approval of GMDA, unless he/it is required to do so in pursuance of any applicable law. Intellectual Property contained in this RFP document package is owned by GMDA and shall continue to be owned by GMDA.

4.16.2.3. GMDA shall have right to make available the proposal related information provided by the Bidder(s) to its advisors/consultants/project developers etc. for the purpose of availing their assistance in evaluating the Proposals. Each bidder shall have the right to make available this RFP document and related documents/information to its advisors/consultants and to the concerned financial institutions for the purpose of preparation of its proposal and for achieving Financial Closure. GMDA and the bidder shall ensure that their advisors/consultants and/or financial institutions treat this RFP document and the related information as confidential.

4.16.2.4. Any information relating to examination, clarification, evaluation and comparison of Proposals and recommendations for the selection of the Selected Bidder shall not be disclosed to any Bidder or any other person not officially concerned with such process.

4.16.3. Determination of Responsiveness

4.16.3.1. Prior to evaluation of Proposals, GMDA will determine whether each Proposal is substantially responsive to the requirements of the RFP. A Proposal shall be considered responsive only if the Proposal:

- (a) is received by the Proposal Due Date including any extension thereof pursuant to Clause 24;
- (b) is signed sealed and marked as stipulated in Clause 22 and Clause 23;
- (c) is accompanied by the Power of Attorney in the format specified in Form 2 of Section 3;
- (d) is accompanied by Bid Security as specified in Clause 18;
- (e) Contains all the information as requested in this RFP;
- (f) Contains information in the formats same as those specified in this RFP;
- (g) Mentions the validity period as set out in Clause 19;
- (h) Is accompanied by MoU (for Consortium) as stipulated in Clause 5.4;
- (i) Fulfill all conditions and contains all undertakings and obligations as required by this RFP;

(j) Contains no false or misleading information or statement or undertaking

4.16.3.2. A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:

(a) Which affects in any substantial way the scope, quality, or performance of the Project, or

(b) Which limits in any substantial way, inconsistent with the RFP Document, rights of GMDA or the obligations of the Bidder under the Lease Agreement, or

(c) Which would affect unfairly the competitive position of other Bidders presenting substantially responsive bids

4.16.3.3. GMDA reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained in request of such Proposals.

4.16.3.4. If a bid is deemed to be substantially responsive GMDA may seek any clarifications, information etc it may deem fit, before deciding whether the bid is responsive or not.

4.16.4. Clarifications/ Additional Submissions

4.16.4.1. To facilitate evaluation of Proposals, GMDA may at its sole discretion, seek clarifications or additional submission in writing from any Bidder regarding its proposal. Notwithstanding anything contained in the RFP Document, GMDA reserves the right to take into consideration any such clarifications/additional submissions sought by it for evaluation of the Proposal.

4.16.5. Evaluation of Proposals

4.16.5.1. GMDA will evaluate and compare only the Proposals determined to be substantially responsive in accordance with Clause 29. The Proposal will be evaluated for substantive compliance or responsiveness.

4.16.5.2. Only those firms who meet the eligibility criteria and are found to be substantially responsive to the requirements as specified in this document, will be nominated as qualified bidders for purpose of technical evaluation of their technical proposals.

4.16.6. Evaluation of Eligibility

- 4.16.6.1. A Three stage procedure will be adopted in evaluating the proposal.
- 4.16.6.2. Any effort by any firm to influence client in proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.
- 4.16.6.3. In the first stage, eligibility of the firm will be ascertained on the basis of business background and firms turnover as submitted in response to clause 3.1.3. Firms which have been ascertained to be ineligible on the basis of the documents submitted shall be disqualified at this stage.
- 4.16.6.4. In the second stage, a technical evaluation will be carried out of the eligible firms.
- 4.16.6.5. Evaluators of Technical Proposal shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 4.16.6.6. The Client shall evaluate the technical proposal of a bidder on the basis of its responsiveness to the following:

S. No.	Parameter	Points
1.	Detailed Approach to be adopted towards implementation of the project and the methodology suggested.	25
2	The Operation & Maintenance Plan suggested	15
3	Estimation of the project cost and a detailed financial analysis of the project	20
4	A broad design of the project structure	25
5	Innovations Suggested in the architectural specifications	15
	Total	100

Each responsive proposal will be given a technical score. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference. The minimum technical score to qualify for the project is 75.

- 4.16.6.7. GMDA will carry out a detailed evaluation of the Proposals previously determined to be substantially responsive in order to determine whether the firm or the consortium is eligible to participate in the bidding process in accordance with the requirements set forth in the Proposal Documents. In order to reach such a determination, GMDA will examine and compare the eligibility aspects of the Proposals on the basis of the information supplied by the Bidders.
- 4.16.6.8. The evaluation of Proposal will be on Pass/ Fail basis with due justification for each case. The assessment will be based on Eligibility Criteria and the technical evaluation criteria as given in the RFP document.

4.16.6.9. An Evaluation Committee shall be formed by GMDA to evaluate the proposals received from the bidders. The decision of the Evaluation Committee shall be final in all respect.

4.16.7. Financial Proposal Evaluation

4.16.7.1. Evaluation of Financial Proposal shall be based on the bidding parameter as specified in the Data Sheet

4.16.7.2. The Selected Bidder shall be the Bidder whose Proposal has been determined to be substantially responsive to the RFP and whose financial proposal has been evaluated as per the financial evaluation criteria.

4.16.7.3. The Financial Proposal shall be evaluated on the following criteria:

4.16.7.3.1. **The annual lease rental offered to GMDA on per square feet built-up area per month basis to be escalated by 10% in a block of every three years – The bidder offering the highest lease rental in totality, (i.e. highest aggregate volume arrived at by multiplying per square feet lease rental offered with the built-up space proposed) and who has been found responsive and technically qualified shall be the selected bidder. The built up area offered by the bidder shall be in conformity with its financials submitted along with the proposal.**

4.17. Interpretation of Documents

4.17.1. GMDA will have the sole discretion in relation to:

4.17.1.1. The interpretation of this RFP document, the Proposals and any documents provided in support of the Proposals; and

4.17.1.2. All decisions in relation to the evaluation and ranking of Proposals GMDA will have no obligation to explain or justify its interpretation of this RFP document, the Proposal(s) or their supporting/related documents/information or to justify the evaluation process, ranking process or selection of the Preferred Bidder

4.17.2. In the event of any conflict between the Information and Instructions to Bidder(s) and the Lease Agreement, the documents shall be given the following priority

4.17.2.1. Lease Agreement

4.17.2.2. Information and Instructions to Bidder(s)

4.17.3. GMDA reserves the right to use and interpret the Proposal documents, data etc. it receives from the Bidder(s) in its absolute discretion

4.18. Award Of Lease

4.18.1. Notice of Award and Signing of Lease Agreement

4.18.1.1. The Selected Bidder would be notified in writing by GMDA.

4.18.1.2. Following the issuance of the Notice of Award, the Preferred Bidder shall be required to sign the Lease Agreement, as per the draft of the Lease Agreement to be provided to the preferred bidder.

4.18.1.3. The Lease Agreement shall be executed between Preferred Bidder and GMDA as specified in Clause 6 above

4.18.2. Right to Accept Any Proposal and To Reject Any or All Proposal

4.18.2.1. Notwithstanding anything contained in this RFP document, GMDA reserves the right to accept or reject any Proposal and to terminate the bidding process and reject all Proposals, at any time prior to the issue of Notice of Award, without incurring any liability towards the rejected bidder(s) or any obligations to inform the affected bidders(s) of the grounds for rejection and without assigning any reason for the same

4.18.2.2. GMDA reserves the absolute right to cancel, terminate, change or modify this procurement 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

4.19. Performance Security

4.19.1. The Preferred Bidder shall furnish Performance Security by way of Bank Guarantee or a Fixed Deposit Pledge in favor of GMDA, as per the format provided along with the Lease Agreement and the Data Sheet. The Preferred Bidder shall provide the Performance Security prior to execution of the Lease Agreement, within three weeks of issue of Notice of Award to the Preferred Bidder

4.19.2. The Performance Security shall be valid as per specifications provided in the Lease Agreement. The same shall be returned to the selected bidder within 30 days of the expiry of the validity period as specified in the Lease Agreement

4.20. Return of EMD

4.20.1. The EMD shall be returned to the unsuccessful bidders within 30 days of the completion of the bidding process. The EMD of the preferred bidder will however be either adjusted against the performance security or returned on submission of performance security.

4.21. Corrupt or Fraudulent Practices

4.21.1. GMDA desires to observe a high standard of ethics during the procurement and execution of this Lease Agreement. In pursuance of this Clause, GMDA

4.21.1.1. will not accept a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Lease Agreement in question; and

4.21.1.2. will declare a firm ineligible, to be awarded the Lease Agreement if it at any time determines that the firm has engaged in corrupt or fraudulent practices, for this Agreement or in the past

4.21.2. For the purpose of the provision mentioned in clause 4.21., GMDA defined the terms set forth as follows:

4.21.2.1. "corrupt practices" means the offering, giving, receiving and soliciting of anything of value to influence the action of an official in the procurement process or in Lease Agreement execution; and

4.21.2.2. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Lease Agreement and includes collusive practices among Bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificial, non-competitive levels and to deprive GMDA of the benefits of free and open competition

4.22. Sources of Funds

4.22.1. The responsibility to raise funds for Project shall rest with Lessee

5. SCHEDULE OF BIDDING PROCESS

S. No.	EVENT DESCRIPTION	DATE
1	ISSUE OF RFP TO PROSPECTIVE BIDDERS (ON ALL WORKING DAYS FROM 10 A.M. TO 2 P.M. FROM THE OFFICE OF CEO, GMDA)	From 29 th February' 2016 to 12 th March' 2016
2	LAST DATE FOR RECEIVING QUERIES	17 th March' 2016
3	PRE-BID CONFERENCE	17 th March' 2016
4	LAST DATE FOR SUBMISSION OF PROPOSALS (PROPOSAL DUE DATE)	30 th March' 2016 at 1:00 PM
5	OPENING OF TECHNICAL PROPOSAL FOR RESPONSIVENES CHECK	30 th March' 2016 at 2:00 PM
6	OPENING OF FINANCIAL PROPOSALS	To be intimated
6	ISSUE OF LETTER OF INTENT (LOI)	To be intimated
7	SUBMISSION OF LETTER OF ACCEPTANCE (LOA) BY SELECTED BIDDER	Within 7 days of issue of LOI
8	SIGNING OF THE LEASE AGREEMENT	To be intimated

6. DATA SHEET

Clause Reference	Data
1	<p><u>Name of the Project:</u></p> <p>“Development of GMDA land parcel at R G Baruah Road, Guwahati, Assam into a Commercial Complex cum Convention Centre on PPP mode”</p>
1	<p><u>Location of the Project:</u></p> <ul style="list-style-type: none"> • R G Baruah Road, Guwahati, Assam
10.1	<p><u>Name and Address of GMDA:</u></p> <p align="center"> <u>The Chief Executive Officer,</u> <u>Guwahati Metropolitan Development Authority,</u> <u>Statfed Building, Bhangagarh,</u> <u>Guwahati, Assam - 781005</u> <u>Phone: +91-361-2529650</u> <u>Email: ceo_gmda@yahoo.com</u> </p>
15	<p><u>Proposal Language:</u></p> <p>English</p>
16	<p><u>Currency:</u></p> <p>Indian Rupees</p>
18	<p><u>Period of Proposal Validity:</u></p> <p>180 days from Proposal Due Date</p>
17	<p><u>Amount of Bid Security:</u></p> <p>Rs 1,85,000/- (Rupees One Lakh Eighty Five Thousand Only)</p>
22	<p><u>No of Copies of Proposal:</u></p> <p>Along with original PROPOSAL (marked “ORIGINAL”), single copy of proposal (marked “COPY”) shall be submitted. Only a single copy of Financial Proposal is to be submitted</p>
32	<p><u>Bidding Parameter:</u></p> <p><u>The annual lease rental offered to GMDA on per square feet built-up area per month basis to be escalated by 10% in a block of every three years – The bidder offering the highest lease rental in totality, (i.e. highest aggregate volume arrived at by multiplying per square feet lease rental offered with the built-up space</u></p>

	<u>proposed) and who has been found responsive and technically qualified shall be the selected bidder. The built up area offered by the bidder shall be in conformity with its financials submitted along with the proposal.</u>
	<u>Bid Evaluation</u> <ul style="list-style-type: none"> • Responsiveness Check • Pre-Qualification based on eligibility criteria as per the RFP document • Technical Proposal Evaluation – Minimum Pass marks is 75/100 • Financial proposal evaluation – as specified in Clause 32
36	<u>Performance Security:</u> Performance Security: Rs 9,25,000/- (Rupees Nine Lakhs Twenty Five Thousand Only) by way of a bank guarantee/FD Pledge from a nationalized or a scheduled bank
	<u>Lease Period</u> 40 Years from the date of Estimated Date of handing over of the possession of land, whichever is earlier
	<u>Lease Rental Payment</u> Payment of lease rental to GMDA shall commence from the 25 th Month of the date of handing over possession of the land parcel to the selected bidder or commencement of commercial operations of the project, whichever is earlier.
	<u>Proposal Opening</u> <ol style="list-style-type: none"> 1. Technical Proposal to be opened on 30th March' 2016 at 2 PM at the office of the CEO, GMDA in the presence of bidders' representatives on the proposal submission date for checking responsiveness 2. Financial proposal shall be opened in the presence of the representative of qualified bidders at the office of the CEO, GMDA. The date of financial opening will be intimated later.
	<u>Pre Bid Conference</u> Shall be held on 17 th march' 2016 .at the office of the CEO, GMDA, Guwahati at 11:30 Hrs

APPENDICES

APPENDIX 1:

**“Development of GMDA land parcel at Shraddhanjali Kanan, R G Baruah Road, Guwahati, Assam
into a Commercial Complex on PPP Mode”.**

FORMAT FOR LETTER OF APPLICATION AND UNDERTAKING

[On the Letter Head of the Bidder (in case of Single Bidder) or Lead Member (in case of a Consortium)]

Date:

The Chief Executive Officer,
Guwahati Metropolitan Development Authority,
Staffed Building, Bhangagarh, Guwahati – 781005, Assam

Sir,

**Sub: Development of GMDA land parcel at Shraddhanjali Kanan, R G Baruah Road, Guwahati,
Assam into a Commercial Complex on PPP mode**

Being duly authorized to represent and act on behalf of _____ (hereinafter referred to as "the Bidder"), and having reviewed and fully understood all of the pre-qualification requirements and information provided, the undersigned hereby express our interest in the development of the above project and apply for qualification for the Project referred above.

We are enclosing our Proposal in one Original and One Copy with the details as per the requirements of the document for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Proposal is complete, true and correct in every detail.

We further hereby state, agree and declare that

- a) Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unqualified and unconditional in all respects.
- b) We, (in case of consortium, all members), are not barred by GMDA, Government of India, Government of Assam, or any state government or any of their agencies from participating in similar projects.

Our Bid for selection is valid for six months from the last date of submission.

Yours faithfully,

Authorised Signatory

Name:

Designation

APPENDIX 2

“Development of GMDA land parcel at Shraddhanjali Kanan, R G Baruah Road, Guwahati, Assam into a Commercial Complex on PPP Mode”

DETAILS OF BIDDER

1. (a) Name

(b) Country of Incorporation

(c) Address of the corporate headquarters and its branch office (s), if any, in India

(d) Date of incorporation and / or commencement of business
2. Brief description of the Company including details of its main lines of business and proposed roles and responsibilities in this Project.
3. Name, Designation, Address and Phone Nos. of Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone No:
 - (f) E-mail Address:
 - (g) Fax No:
4. Details of individual (s) who will serve as the point of contract / communication for GMDA within the Company
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Telephone No.

(e) E-mail address:

(f) Fax No.

5. In case of Consortium:

(a) The information above (1-4) should be provided by all the Members of the Consortium

(b) Information regarding role of each Member should be provided as per table below

Sl. No.	Name of Member	% of shareholding
1		
2		
3		

APPENDIX 3A

“Development of GMDA land parcel at Shraddhanjali Kanan, R G Baruah Road, Guwahati, Assam into a Commercial Complex on PPP Mode”

FORMAT FOR POWER OF ATTORNEY FOR SIGNING PROPOSAL

(To be executed by the bidder and Lead Member in case of consortium)

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY

Known all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. _____ (name and address of residence) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the Development of above titled Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Executant

Attested

Witness: Executant

Notes:

1. To be executed by the sole Bidder or the Lead Member in case of a Consortium as the case may be.
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bid.

4. In case the Proposal is signed by an authorized Director of the Bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

APPENDIX 3B

**“Development of GMDA land parcel at Shraddhanjali Kanan, R G Baruah Road, Guwahati,
Assam into a Commercial Complex on PPP Mode”**

FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(To be executed by all members)

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY

Whereas the Guwahati Metropolitan Development Authority (hereinafter referred to as “GMDA”), has invited Proposals from interested bidders for development of GMDA land parcel at R.G Baruah, Guwahati, Assam into a Commercial Complex on PPP mode.

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Bid Document and other connected documents in respect of the Project, and Whereas, it is necessary under the Bid Document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s proposal for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s. _____, M/s. _____ and M/s. _____ (the respective names and addresses of the registered office) do hereby designate M/s. _____ as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s proposal for the Project, including submission of application/ proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with GMDA, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Lease Agreement is entered into with GMDA.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this _____ Day of _____ 2016.

(Executants)

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

Note:

- a. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- b. Also wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as resolution/ power of attorney in favour of the person executing this power/ of attorney for the designation of power hereunder on behalf of the bidder.

APPENNDIX 4

**“Development of GMDA land parcel at Shraddhanjali Kanan, R G Baruah Road, Guwahati,
Assam into a Commercial Complex on PPP Mode”**

FORMAT FOR ANTI-COLLUSION CERTIFICATE

Anti-Collusion Certificate

(To be executed by each Member of Consortium)

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

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

Dated this _____ Day of _____, 2016

Name of the Bidder/Consortium Member

Signature of the Authorized Person

Name of the Authorized Person

APPENDIX 5

**“Development of GMDA land parcel at Shraddhanjali Kanan, R G Baruah Road, Guwahati,
Assam into a Commercial Complex on PPP Mode”**

FORMAT FOR AFFIDAVIT

(Separate Affidavits are to be submitted by each member in case bidder is a Consortium)

(Affidavit should be executed on a Non Judicial stamp paper of Rs 100/- or such equivalent document duly attested by Notary Public)

1. I, _____ the undersigned, do hereby certify that all the statements made in the proposal are true and correct
2. The undersigned also hereby certifies that neither our firm M/s..... nor any of its directors / constituent partners have abandoned any work in India and / abroad nor any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this application nor have been barred by any agency of GOI or GOA from participating in any projects of PPP or otherwise
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or Board to furnish pertinent information deemed necessary as requested by GMDA to verify this statement or regarding my (our) competence and general reputation
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the GMDA.

Signature of authorized person

Name

Designation

Name of Firm

Date

APPENDIX 6

**“Development of GMDA land parcel at Shraddhanjali Kanan, R G Baruah Road, Guwahati,
Assam into a Commercial Complex on PPP Mode”**

FORMAT FOR ESTABLISHING FINANCIAL CAPABILITY OF THE MEMBER

Bid Response Sheet 1

Format for Financial Capability of Single Entity Bidder / Lead member in case of consortium

Name of the Bidder/Lead member in case of consortium-----

Annual Turn Over in Rs..... crores

Year-----

Year-----

Year-----

Signature of Authorized Person

Note :

1. The above stated Financial Capability shall be duly certified by a Statutory Auditor in the format provided as Bid Response Sheet 1
2. The Financial Year would be considered as one for the period starting with 1st April of one calendar year till the 31st March of the next calendar year. Year 1 will be the last Financial Year. Year 2 shall be the year immediately preceding Year 1 and the same method will be followed for the year 3.
3. This should accompany (a) Audited annual Accounts for the last 3 years, (b) Solvency certificate, (c) Latest Income Tax Certificate and (d) Income Tax Returns filed for the last 3 financial years.

APPENDIX 7

**“Development of GMDA land parcel at Shraddhanjali Kanan, R G Baruah Road, Guwahati,
Assam into a Commercial Complex on PPP Mode”**

Bid Response Sheet 2

Format for Certification by Statutory Auditor

This is to certify that M/s _____ (Name of the Bidder) has an Annual Turn over of Rs.----- Crores for the Year-----and Rs.----- Crores for the year ----- and Rs ----
----- Crores for the year-----.. The net worth of the bidder/Lead member in case of a consortium is.....as on 31st March, 2015.

Seal

Signature of Statutory Auditor/CA

Name

Membership No-----

Name of the Statutory Enrolment Body

APPENDIX 8

“Development of GMDA land parcel at Shraddhanjali Kanan, R G Baruah Road, Guwahati, Assam into a Commercial Complex on PPP Mode”

FORMAT FOR MEMORANDUM OF UNDERSTANDING (MOU)

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

This Memorandum of Understanding (MoU) entered into this ____ day of _____ at _____

Among

_____ (hereinafter referred as” _____”) and having office at _____, India Party of the
First Part

And

_____ (hereinafter referred as” _____”) and having office at _____, India Party of the
Second Part

And

_____ (hereinafter referred as” _____”) and having office at _____, India Party of the Third
Part

The parties are individually referred to as Party and collectively as Parties.

WHEREAS Guwahati Metropolitan Development Authority has invited proposals from entities interested in development of GMDA land parcel at R G Baruah Road, Guwahati, Assam into a Commercial Complex on PPP Mode hereinafter called the “Project” as per the terms contained in the RFP Document and as may be specified in the terms of Lease Agreement issued along side.

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties’ rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That the Parties will form a Special Purpose Vehicle (SPV) with the shareholding commitments expressly stated. The said SPV shall not undertake any other business during the Development Period.
2. That the equity share holding of the Parties in the issued and paid up capital of the SPV shall not be less than as agreed upon during the development period as specified in the proposal submitted.

3. That M/s_____, M/s_____, and M/s. _____ who are Members of the Consortium commit to hold the following equity stake in the SPV which are in line with the requirements of RFP.

Name of member	Type of Member	% of shareholding
1		
2		
3		

4. That any dilution in the equity holding by the Parties in the SPV shall be as per the provisions of the Lease Agreement that will be executed on award of the Project to us.
5. That the shareholding commitments shall be recorded in the Lease Agreement and no changes shall be allowed thereof, except in accordance with the provisions of the RFP and the Lease Agreement that will be executed if the Project is awarded to us.
6. That the Parties shall carry out all responsibilities as Developer in terms of the Lease Agreement.
7. That the roles and the responsibilities of each Party at each stage of the Bidding shall be as follows:

SL No	Name of the member	Role & Responsibility
1		
2		
3		

8. That the Parties shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Lease Agreement to be executed on award of the Project.
9. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project expeditiously. They shall not negotiate with any other party for this Project.
10. That this MoU shall be governed in accordance with the laws of India and courts in Guwahati shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein. In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

Witness:

First Party

Second Party

Third Party

NOTARY

APPENDIX 9

“Development of GMDA land parcel at Shraddhanjali Kanan, R G Baruah Road, Guwahati, Assam into a Commercial Complex on PPP Mode”

GUIDELINES FOR PROVIDING INFORMATION RELATED TO THE PROPOSAL

1. The bidder should provide the financial capability based on its own audited financial statements.
2. The annual turnover should be net of excise and similar duties as reflected in their Audited Annual Accounts.
3. The Financial Year would be considered as one for the period starting with 1st April of one calendar year till the 31st March of the next calendar year. The bidder, and in case of a consortium, the lead member of the consortium, shall provide audited annual accounts for the last three years.

APPENDIX 10

“Development of GMDA land parcel at Shraddhanjali Kanan, R G Baruah Road, Guwahati, Assam into a Commercial Complex on PPP Mode”

Relevant information / guidelines on preparation of the proposal

1. Mortgage or pledging or creating any other lien/encumbrance of the land or building shall not be permitted.
2. Securing all permissions and sanctions from the concerned authorities for construction of the building and providing utilities and infrastructure shall be the responsibility of the Developer at his own cost. GMDA shall however assist the developer in the process
3. In case of selected bidder, it shall submit performance guarantee of Rs 9,25,000/- by way of a bank guarantee/FD Pledge from a nationalized bank.
4. The selected bidder shall adhere to the norms set by GMDA with respect to the design of the complex.

TECHNICAL PROPOSAL FORMATS

TECHNICAL PROPOSAL

Bidder is required to submit a Technical Proposal in following format

- (1) Approach to design, construction, operation and maintenance, management and safety of the project facility as specified by the bidder at the designated location.
- (2) Detailed Financial Analysis of the project
- (3) Details of the proposed organization structure of the SPV in case of Joint Venture/Consortium/Partnership Firm.
- (4) Approach to the Operation & Maintenance of the project once it is awarded to the bidder.
- (5) Project Schedule in form of PERT/GNAT Chart outlining various activities starting with construction.

FINANCIAL PROPOSAL FORMATS

FORM 1: COMMITMENT LETTER

(To be submitted by each Bidder or in case of a Consortium, by each Member, proposing financial support to the project.)

(To be provided by Bidder on Letter Head of the respective firm)

From: -----

[Name and address of the bidder or in case of a Consortium, by each member]

The Chief Executive Officer,
Guwahati Metropolitan Development Authority,
Statfed Building, Bhangagarh, Guwahati – 781005, Assam

- (1) -----[Name of Bidder or Member in case of a Consortium], Bidder in response to a Request for Proposal (“RFP”) issued by GMDA, is submitting a Proposal dated (date to be inserted), to implement the “Development of GMDA land parcel at Shradhanjali Kanan at R G Baruah Road, Guwahati, Assam into a Commercial Complex on PPP mode
- (2) ----- Name of Bidder or Member in case of a Consortium, with its registered office at (insert address), has agreed to commit the sum [insert the amount in Rupee] (the “Committed Sum”) in capital contributions and support to enable the Bidder/Consortium meet its obligations.
- (3)

Form of Capital Contribution Support	Total for the Bidder	Member's Commitment	Percentage
Cash/Capital Contributions			
Contingent Contribution			
Guarantees			
Total			

- (4) The committed sum is subject only to the following conditions:
- (i) Final Board approval of the Project Agreement and Financial Agreement;

- (ii) Financial close; and
- (iii) No material adverse change in the financial conditions of the capital provider
- (5) The Board of the Capital provider (or a committee of the Board with delegated authority) has considered and approved:
 - (i) Financial Proposal; and
 - (ii) Financial Profile
- a) The Board of the Capital provider (having made reasonable and diligent enquiry) believes that the Lessee would have the sufficient resources to meet the obligations
- b) The Board of Capital Provider has considered and approved this letter

NAME OF [BIDDER or CONSORTIUM]

SIGNATURE -----

NAME -----

TITLE -----

DATE -----

**FORM 2: PRICE PROPOSAL FORMAT
(On the Letter Head of the Bidder)**

The Chief Executive Officer,
Guwahati Metropolitan Development Authority,
Statfed Building, Bhangagarh, Guwahati – 781005, Assam

**Sub: “Development of GMDA land parcel at Shraddhanjali Kanan, R G Baruah Road,
Guwahati, Assam into a Commercial Complex on PPP Mode”**

Being duly authorized to represent and act on behalf ----- and having reviewed and fully understood all requirements of bid submission provided in the RFP document and subsequent clarifications provided in relation to project, we hereby provide our Price Proposal

- I. **Lease Period:** 40 years (Forty years)
- II. **Per Month Per Sqft Lease Rental** Rs _____ (Also in words)
(On per Sq Feet constructed space basis)
- III. **Total Lease Rental on Per Month Basis (Per Sqft lease rental X proposed built-up area)**
Rs _____ (Also in words)

We confirm that we will pay the monthly lease rental as committed above along with the escalation of 10% in a block of every three years and pay the Performance Security as specified in the RFP document and Lease Agreement

Name of Bidder

Signature of the Authorized Person