

Request For Qualification Cum Request for Proposal

(R.F.Q Cum R.F.P.)

For

**DESIGN, ENGINEERING, PROCUREMENT & CONSTRUCTION OF INTER
STATE BUS TERMINAL CUM MULTILEVEL CAR PARKING CUM
COMMERCIAL COMPLEX AT KATRA, JAMMU & KASHMIR ON TURNKEY
BASIS**

(Tender No 02/2018-19)

Issued On

Date: 09.05.2018

BY

Katra Development Authority

NAME OF WORK:

**DESIGN, ENGINEERING, PROCUREMENT & CONSTRUCTION OF INTER
STATE BUS TERMINAL CUM MULTILEVEL CAR PARKING CUM
COMMERCIAL COMPLEX AT KATRA, JAMMU & KASHMIR ON TURNKEY
BASIS**

**REQUEST FOR QUALIFICATION CUM REQUEST FOR PROPOSAL
(RFQ CUM RFP)
(On E TENDERING Mode)
BID DOCUMENT**

**VOLUME - I
INSTRUCTIONS TO BIDDERS (ITB)
9th May, 2018**

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DISCLAIMER

The information carried in this Request for Qualification Cum Request for Proposal (RfQ cum RfP) document or subsequently provided information whether verbally or in documentary form by or on behalf of Katra Development Authority (**KDA/Authority**), other local agencies, Government of Jammu & Kashmir (**GoJ&K**) or any of their employees or advisors/*consultants* is provided to Bidders on the terms and conditions set out in this RfQ cum RfP document and any other terms and conditions subject to which such information is provided.

This RfQ cum RfP is not an agreement and is neither an offer nor invitation by KDA to the prospective Bidders or any other person. The purpose of this RfQ cum RfP is to provide interested parties with information that may be useful to them in the formulation of their proposal for selection pursuant to this RfQ cum RfP. This RfQ cum RfP includes statements, which reflect various assumptions and assessments arrived at by KDA in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RfQ cum RfP may not be appropriate for all persons, and it is not possible for KDA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RfQ cum RfP. The assumptions, assessments, statements and information contained in this RfQ cum 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 RfQ cum RfP and obtain independent advice from appropriate sources.

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

KDA, its employees and advisors make no representation or warranty and shall have no liability to any person, including any 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 RfQ cum RfP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RfQ cum RfP and any

assessment, assumption, statement or information contained therein or deemed to form part of this RfQ cum RfP or arising in any way with selection of the Bidder during the Bidding Process.

KDA 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 RfQ cum RfP.

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

The issue of this RfQ cum RfP does not imply that KDA is bound to select and short-list Qualified Bidders for the opening of their Financial Proposals or to appoint the Successful Bidder as the Contractor, as the case may be, for the Project and KDA reserves the right to reject all or any of the Proposals or Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by KDA or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will be the sole responsibility of the Bidder and KDA 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 Proposal, regardless of the conduct or outcome of the Bidding Process.

DEFINITIONS

“Associate(s)” shall mean as defined in Clause 3.6.

“Authority” shall mean as defined in Clause 1.1.1.

“Bank” shall mean as defined in Clause 3.8.

“Bidders” shall mean as defined in Clause 1.1.9.

“Bidding Documents” shall mean as defined in Clause 1.1.15.

“Bidding Process” shall mean various activities taken up by KDA, leading up to the selection of the Successful Bidder.

“Qualified Bidder(s)” means Bidder(s) who have been notified as being ‘qualified’ on the basis, *inter alia*, of certain minimum prescribed criteria listed in the RFQ cum RFP as part of Technical Proposal and are eligible for the opening of their Financial Proposal(s).

“Bid/ Proposal” shall mean cumulatively Technical Proposal and the Financial Proposal alongwith other requisite information submitted by the Bidder in response to this RFQ cum RFP in the form of Envelope A and Envelope B respectively, as defined herein below.

“Bid Security” shall have the meaning as referred in Clause 3.8.1.

“Bid Validity Period/Proposal Validity Period” shall mean as defined in Clause 1.2.3.

“Contractor/Developer” shall mean as defined in Clause 1.1.9.

“Conflict of Interest” shall mean as defined in Clause 2.2.2A.

“Construction Period” shall mean as defined in Clause 1.2.8.

“Defect Liability Period” shall mean as defined in Clause 1.2.8.

“Eligible Projects” shall mean as defined in Clause 3.3.1.

“ECS” means Equivalent Car Space.

“EPC” means Engineering, Procurement and Construction.

“EPC Contract/Agreement” shall mean as defined in Clause 1.1.10.

“GOI” means the Government of Republic of India.

“GoJ&K” means the Government of State of Jammu & Kashmir.

“LOA” shall mean Letter of Award.

“Lowest Bidder” shall mean as defined in Clause 1.2.4.

“Project” shall mean as defined in Clause 1.1.1.

“Proposal Due Date” shall mean as referred in Clause 1.1.15.

“Re. or Rs. or INR” shall mean Indian Rupee.

“RFQ cum RFP” shall mean the Request for Qualification cum Request for Proposal Document inviting the submission of “Proposals” for Design, Engineering, Procurement & Construction of Inter State Bus Terminal Cum Multilevel Car Parking Cum Commercial Complex at Katra on TURNKEY Basis.

“Selection Process” shall have the same meaning as the 'Bidding Process'.

“Successful Bidder” shall mean the Bidder who inter alia meets the eligibility criteria as defined herein below and quotes the lowest Financial Proposal and adheres / consents to adhere to all other conditions laid down by KDA as part of the RFQ cum RFP and the EPC Agreement.

“State” shall mean the state of Jammu & Kashmir.

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

KATRA DEVELOPMENT AUTHORITY

1. INTRODUCTION

1.1 Background

1.1.1 The Town of Katra is located at a distance of 635 km towards the North – West of the National Capital of India on National Highway 1A and about 50 Kms. from the State's winter capital Jammu, which is at present connected by rail and air with the rest of the country. The importance of Katra is due to the location of Holy Cave of Goddess Shree Mata Vaishno Devi. Katra serves as the base camp for pilgrims who visit the Holy Cave. To reach Vaishno Devi temple the pilgrims have to register at Katra before starting the trek. The town is visited by over a crore of pilgrims annually and hence religious tourism is one of the mainstays of the local economy. Considering the future growth potential of the town, Katra Development Authority (KDA/Authority) was constituted vide SRO 579 dated 12-09-1986 under subsection (1) of section (3) read with section (4) of J&K Development Act 1970. It was formed in 2002, under the Housing and Urban Development Department. The total area of KDA boundary is 78.38 sq.km. Authority has taken up the initiative of developing the Inter State Bus Terminal cum Multilevel Car Parking cum Commercial Complex at Katra(the "**Project**") to mitigate the transport and parking related problems as faced by the pilgrims as well as the locals in the town, through Engineering, Procurement and Construction ("EPC") mode and has decided to carry out the Bidding Process for selection of a private entity as the bidder to whom the Project may be awarded.

1.1.2 Vide this RFQ cum RFP, the Technical and Financial Proposals are being invited from the Bidders on e tendering mode for the Project. Brief particulars of the Project are as follows:

S. No.	Description of the Project	Site Area	Approved Budget [Rs. in Crores]
1.	"Design, Engineering, Procurement & Construction of Inter State Bus Terminal Cum Multilevel Car Parking	128650 sq. m. (12.865 hectares)	485.00 (Four Hundred and Eighty Five Crore Only)

	Cum Commercial Complex at Katra on Turnkey Basis.”		
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- 1.1.3 Railway Station at Katra is operational since July 2014. The site of the proposed interstate bus terminal (ISBT) shall form an integrated transport hub in Katra. The proposed site is located on the northwest side of railway station. The site is very well connected via 60’ wide railway road and Jammu road. The site is directly accessible via 80’ wide ROW undeveloped road. One of the entry points to the Project site is near the Shrine Board Office with steep slope on ground and similarly on the other side of the road is steep rise which connects the site to railway road. With the railway station getting functional, the direct connectivity to the proposed Project site will complement and supplement the two because both are at walking distance of approximately 500-700m from each other. The city as whole is surrounded by beautiful hills. The site also has hilly view towards east-north-west sides showing pathway towards the holy abode of Shree Mata Vaishno Devi.
- 1.1.4 Katra has seen an unprecedented growth in the number of tourists as well as vehicles in the town in the last decade. The entry of both public transport vehicles as well as private vehicles has increased. The provision of parking facilities for such vehicles however did not quite match up to this growth correspondingly.
- 1.1.5 Provision of adequate parking facilities is an emergent issue for the authorities in Katra. The vehicles are parked on the sides of roads in the town in a haphazard manner. Such unauthorized and haphazard parking reduces the effective width of the roads, thereby hindering the smooth flow of traffic as well as movement of the pedestrians, mostly tourists causing lot of inconvenience to all.
- 1.1.6 The proposed Project is envisaged to cater to the parking need of the town in future. It is also envisaged to cater to the commercial and business need of the town considering the increasing number of footfall of the tourists every passing year.
- 1.1.7 Authority proposes to engage a developer to construct the Project with minimum requisites of the Project as per **Appendix III** hereto at Katra on EPC cum Turnkey basis. The salient features of the obligations of the Successful Bidder/Contractor are as below:-

- a. Preparing detailed plans/designs for the proposed facilities for the Project in accordance with the approved Concept Plan and designs as per the requirement of the Authority and obtaining sanction/permission of the building plans from the concerned Authority(ies) by the Contractor at its own cost and expense and;
 - b. Construction of Inter State Bus Terminal cum Multilevel Car Parking cum Commercial Complex defined as the Project, with full external development for all civil and electrical works including installation and commissioning of all connected services complete in all respect as per the requirement of the sanctioning Authority, obtaining completion certificate / NOC from all concerned authorities by the Contractor at its own cost and expense and handing over the Inter State Bus Terminal cum Multilevel Car Parking cum Commercial Complex back to the Authority after completion of the construction.
- 1.1.8 The work shall be done under the supervision and as per the requirements and specifications of the Authority. The structural and safety requirements laid down by B.I.S. in various Codes and Specifications shall be complied with particularly with respect to earthquake resistance features and other stability and safety requirements.
- 1.1.9 Authority hereby invites Proposals from the interested parties (the **“Bidders”**) in two envelopes to take up the construction of the Project. The interested Bidders may obtain the RFQ cum RFP from the Office of Authority at Katra at the address given herein this RFQ cum RFP or may download the same from the official website for the tenders in the State as mentioned above. An indicative time frame for the Bidding Process is provided in this RFQ cum RFP and Bidders may take note of the same to plan their submission of the Proposals accordingly. The Proposals would be evaluated and the Successful Bidder would be selected on the basis of the criteria specified in this RFQ cum RFP document. The Successful Bidder shall execute an agreement with the Authority for Design, Engineering, Procurement & Construction of Inter State Bus Terminal Cum Multilevel Car Parking Cum Commercial Complex at Katra on Turnkey Basis.
- 1.1.10 The Selected Bidder (the **“Contractor/Developer”**), shall be responsible for undertaking the Project under and in accordance with the provisions of an engineering, procurement and construction contract (the **“EPC Contract/Agreement”**) to be entered into by and between the Contractor and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto in **Volume II** of this RFQ cum RFP. The Contractor shall also be responsible for remedying all defects and deficiencies, normal wear and tear excepted, in the Project or any section thereof during the defects liability period which is 5 (Five) years post completion of the Project, as more particularly set out in terms of the EPC Agreement.

- 1.1.11The scope of work will broadly include designing, engineering, procurement and construction of the bus terminal and related facilities (facilities like administrative blocks for Bus Operators, bus bays, shrine board counter, passenger amenities, accommodation facilities, support amenities, parking provisions for cars, taxi, etc., landscape area and circulation) as per the provisions of the EPC Agreement. In addition an auto stand is also proposed inside the complex for facilitating to and fro movement from the bus terminal to Banganga or other parts of the town. The same is detailed in **Appendix III**. The Contractor be responsible to comply with all the minimum development obligations as provided in the Scope of Work in Appendix III.
- 1.1.12The maximum budget of the Project (the **“Approved Budget”**) has been specified in Clause 1.1.2 above. The assessment of actual costs will have to be made by the Bidders. However, in no case, the Financial Proposal having value in excess of 10% of the Approved Budget shall be considered for selection of the Selected Bidder. Any Proposal received in violation of this shall be rejected.
- 1.1.13The EPC Agreement sets forth the detailed terms and conditions for award of the Project to the Contractor including the scope of the Contractor’s services and obligations.
- 1.1.14The statements and explanations contained in this RFQ cum RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFQ cum RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor set forth in the EPC Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this RFQ cum RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in this RFQ cum RFP are to be noted, interpreted and applied appropriately to give effect to its intent, and no claims on that account shall be entertained by the Authority.
- 1.1.15The Authority shall receive Proposals pursuant to this RFQ cum RFP in accordance with the terms set forth in this RFQ cum RFP and other documents to be provided by the Authority pursuant to this RFQ cum RFP as modified, altered, amended and clarified from time to time by the Authority (collectively the **“Bidding Documents”**), and all Bids/Proposals shall be prepared and submitted in accordance with such terms on or before the Proposal due date for submission of Bids (the **“Proposal Due Date”**).
- 1.1.16The Bidding Documents for the Project include the Indicative Concept Plan and the draft EPCAgreement as appendices to this RFQ cum RFP

as prepared by the consultants of the Authority. Subject to the provisions hereof, the aforesaid documents and any addenda issued subsequent to this RFQ cum RFP Document, but before the Proposal Due Date, will be deemed to form part of the Bidding Documents.

1.1.17 The Bidders are mandatorily required to procure and make themselves aware of the Draft EPC Agreement and Indicative Concept Plan to understand the requirement of the Project before submission of their Bids.

1.1.18 The Indicative Concept Plan prepared (for and on behalf of the Authority) by the consultants to the Authority, in respect of the Project are being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own due diligence, surveys, investigations and other detailed examination of the Indicative Concept Plan before submitting their Proposals. Nothing contained in the Indicative Concept Plan shall be binding on the Authority or any of its consultants and/or employees, as the case may be nor shall it confer any right on the Bidders against the Authority or any of its consultants and/or employees, as the case may. The Authority and/or any of its consultants and/or employees, as the case may be, shall have no liability whatsoever in relation to or arising out of any or all contents of the Indicative Concept Plan.

1.1.19 For the avoidance of doubt, in case the Bidder places reliance on Indicative Concept Plan and/or any assumptions, assessments, statements, data and information (furnished by the Authority and/or any of its consultants and/or employees, as the case may be, or in this RFQ cum RFP), then, the same shall not in any manner bind/make liable the Authority and/or any of its consultants and/or employees, as the case may be, to indemnify the Bidder in respect of any loss/damage/costs whatsoever arising out of or in connection with such reliance placed by the Bidder on the Indicative Concept Plan, or the aforesaid assumptions, assessments, statements, data and information and the Bidders are expected to do their own due diligence and investigations into the Project and its related details prior to submission of their Bids. The parameters as stated in the Indicative Concept Plan are indicative parameters and final measurements will be finalized by the Contractor in consultation with the Project Engineer in order to optimize the efficiency of the Project design. The Bidders may amend the design programmes and bring in innovation in the Project without compromising on the volumetric constraints as given in Appendix III of the RFQ cum RFP.

1.1.20 The Authority shall receive Proposals pursuant to this RFQ cum RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all the Proposals shall be prepared and submitted in accordance with such

terms on or before the date specified in Clause 1.3 for submission of Proposals.

1.2 Brief description of the Bidding Process

- 1.2.1 The Authority has adopted a two envelopes process (collectively referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project comprising a Screening cum Technical Presentation Proposal (**Envelope A**) and a Financial Proposal (**Envelope B**), collectively the Proposal. Envelope A involves screening of interested parties (the "Bidder") in accordance with the provisions of this RFQ cum RFP. At the end of this screening, all the pre screened Bidders meeting the required qualification criteria shall be invited to give their Technical Presentation as per the terms of this RFQ cum RFP. Upon the presentation, all the pre screened Bidders scoring the minimum marks as prescribed shall be declared as the pre qualified Bidders (the "**Qualified Bidders**") who shall then be eligible for opening of their Financial Proposal. Envelope B shall be opened only after evaluation of Envelope A as per the terms of this RFQ cum RFP.
- 1.2.2 Interested Bidders may obtain the RFQ cum RFP document from the website <http://jktenders.gov.in> at any time on or before the Proposal Due Date. The Proposals shall be submitted in electronic format on the website <http://jktenders.gov.in> on or before the Proposal Due Date upto 15.00 hours IST. The Technical Proposal shall be opened on the Proposal Due Date online at 1530 hours. The entire Bidding Process shall be online.
- 1.2.3 The Proposal shall be valid for a period of not less than 180 (one hundred and eighty) days from the Proposal Due Date ("**Bid Validity Period**") unless requested for any further extension. Authority reserves the right to reject any Proposal, which does not meet this requirement.
- 1.2.4 Financial Proposals are invited for the Project on the basis of the lowest cost of construction to be quoted by a Qualified Bidder for implementation of the Project, (the "**Bid Price**").
- In this RFQ cum RFP, the term "**Lowest Bidder**" shall mean the Qualified Bidder who is offering the lowest Bid Price.
- 1.2.5 Generally, the Lowest Qualified Bidder shall be the selected Bidder. The remaining Qualified Bidders shall be kept in reserve and may, in accordance with the process specified in the RFQ cum RFP, be invited to match the Financial Proposal/Bid Price submitted by the Lowest Qualified Bidder in case such Lowest Qualified Bidder withdraws or is not selected for any reason. In the event that none of the other Qualified Bidder matches the Financial Proposal of the Lowest Qualified Bidder, the Authority may, in its discretion, invite fresh Proposals from Bidders or annul the Bidding Process, as the case may be.

- 1.2.6 Any queries or request for additional information concerning this RFQ cum RFP shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.12.4 below. The envelopes/ communications shall clearly bear the following identification/ title: **"Queries/ Request for Additional Information: RFQ cum RFP for Development of Inter State Bus Terminal cum Multilevel Car Parking cum Commercial Complex in Katra on EPC basis"**.
- 1.2.7 The scope of work of the Project is described in Appendix III of this RFQ cum RFP along with the details of the EPC component that the Successful Bidder shall execute within the scheduled time.
- 1.2.8 Proposals are invited for the Project on the basis of quality and cost based selection (QCBS) to be evaluated on the basis of minimum prescribed score to be achieved by the Bidder in the Technical Presentation forming part of Envelope A and subsequently lowest Financial Proposal forming part of Envelope B. The total time allowed for completion of construction under the EPC Agreement (the **"Construction Period"**) and the period during which the Contractor shall be liable for rectification of any defect or deficiency in the Project after completion of the Construction Period (the **"Defect Liability Period"**) shall be pre-determined, and will be indicated in the draft EPC Agreement forming part of the Bidding Documents.

1.3 Schedule of Bidding Process

1.3.1 The Authority shall endeavor to adhere to the following schedule::

S. No.	Milestone	Date
1.	ISSUANCE OF RFQ CUM RFP/ TENDER DOCUMENT	09.05.2018
2.	LAST DATE FOR RECEIVING PRE-BID QUERIES	25.05.2018
3.	PRE-BID CONFERENCE	12.06.2018
4.	REPLY TO PRE-BID QUERIES LATEST BY	19.06.2018
5.	LAST DATE FOR SUBMISSION OF PROPOSALS (PROPOSAL DUE DATE) (on or before 1500 hours IST)	20.07.2018
6.	OPENING OF ENVELOPE "A"	20.07.2018 (Tentative)
7.	TECHNICAL PRESENTATION	02.08.2018 (Tentative)

8.	OPENING OF ENVELOPE “B”	09.08.2018 (Tentative)
9.	ISSUANCE OF LETTER OF AWARD (LOA)	Within 45 days of Proposal Due Date
10.	SIGNING OF EPC AGREEMENT	Within 30 days of award of LOA
11.	VALIDITY OF PROPOSALS	180 days of Proposal Due Date

2. INSTRUCTIONS TO BIDDERS

2.1 Scope of Proposal

- 2.1.1 Authority has adopted a two cover tender process for the Design, Engineering, Procurement & Construction of Inter State Bus Terminal Cum Multilevel Car Parking Cum Commercial Complex at Katra on Turnkey Basis. The scope of work of the Project is described in Appendix III of this RFQ cum RFP along with the details of the EPC component that the Successful Bidder shall execute within the scheduled time. The Authority wishes to receive Proposals from experienced and capable Bidders in respect of the Project.
- 2.1.2 The Financial Proposals of only those Bidders shall be opened who qualify the screening and technical presentation eligibility criteria as laid down herein.
- 2.1.3 The selection of the Successful Bidder shall be solely in accordance with the procedure as laid down in this RFQ cum RFP Document.

2.2 Eligible Bidders

- 2.2.1 The Bidder shall be a sole company. It may be a private or a public limited company incorporated under the Indian Companies Act, 1913/1956/2013, as the case may be.
- 2.2.2 A. A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - (i) any two or more than two Bidders have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder) in the other Bidder is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act 2013. For the purposes of this Clause 2.2.2 A(i), indirect shareholding held through one or more

intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

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

2.2.2 B. A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, in any manner for matters related to

or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFQ cum RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.2.3 To be eligible for giving the Technical Presentation, the Bidder, shall fulfill the following conditions of eligibility as part of screening:

- (A) **Turnover:** The Bidder shall, over the past 5 (five) financial years preceding the Proposal Due Date, have a cumulative turnover of Rs. 900 crore (Rs. Nine Hundred Crore) from construction works.
- (B) **Networth:** The Bidder shall have a minimum Net Worth of Rs. 75 Crore (Rs. Seventy Five Crore) at the close of the preceding financial year.

2.2.4 The Bidder shall submit a Power of Attorney as per the format at Appendix- II, authorizing the signatory of the Proposal to commit the Bidder.

2.2.5 Notwithstanding anything stated elsewhere in this document, Authority shall have the right to seek updated information from the Bidders to ensure their continued eligibility. Bidders shall provide evidence of their continued eligibility in a manner that is satisfactory to the Authority. Bidder may be disqualified if it is determined by the Authority, at any stage of the Bidding Process, that the Bidder will be unable to fulfill the requirements of the Project or fails to continue to satisfy the eligibility criteria as stipulated from time to time during the Bidding Process. Supplementary information or documentations may be sought from Bidders at any time and must be so provided within a reasonable time frame as stipulated by the Authority.

2.2.6 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal. Bidder is required to submit an affidavit to this effect.

2.2.7 The Bidder shall not transfer or assign the RFQ cum RFP document to

any other interested party or submit Proposal for a Project other than the one for which this RFQ cum RFP document is intended for.

2.2.8 A Bidder should not, in the last 5 (five) years, have been blacklisted on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor should have been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder.

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

- (a) Bidders shall attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (b) Information supplied by a Bidder must apply to the Bidder named in the Proposal;
- (c) In responding to the screening submissions, Bidders shall demonstrate their capabilities in accordance with Clause 3.2 below;

2.2.10 While participation in the RFQ cum RFP is open to persons from any country, the following provisions shall apply:

- (a) Where, on the date of the Proposal, not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder is held by persons resident outside India or where a Bidder is controlled by persons resident outside India; or
- (b) if at any subsequent stage after the date of the Proposal, there is an acquisition of not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder;

then the qualification of such Bidder or in the event described in sub clause (b) above, the continued qualification of the Bidder in accordance with the

terms of this RFQ cum RFP shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997, or any substitution thereof, as in force on the date of such acquisition.

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

2.2.12 Notwithstanding anything to the contrary contained herein, in the event that the Proposal Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Proposal and furnish all its information and certification with reference to the 5 (five) years preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Proposal hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.3 Number of Proposals and costs thereof

2.3.1 No Bidder shall submit more than one Proposal for the Project.

2.3.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process. The Bidder is deemed to have visited the Project site, inspected the existing assets thereon and satisfied itself about the current status of the proposed Project before preparing the Proposal.

The Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Proposals for award of the Project.

2.4 Site visit and verification of information

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

2.5 Acknowledgement by Bidder

2.5.1 It shall be deemed that by submitting the Proposal, the Bidder has:

- (a) Made a complete and careful examination of the RFQ cum RFP;
- (b) Received all relevant information requested from the Authority;
- (c) Accepted the risk of inadequacy, error or mistake in the information provided in the RFQ cum RFP or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.4 above; and
- (d) Agreed to be bound by the undertakings provided by it under and in terms hereof.

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

2.6 Right to accept or reject any or all Proposals

2.6.1 Notwithstanding anything contained in this RFQ cum RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Bidding Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Proposals, it may, in its discretion, invite all eligible Bidders to submit fresh Proposals hereunder.

2.6.2 The Authority reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

If such disqualification/ rejection occurs after the Proposals have been opened and the Lowest Qualified Bidder gets disqualified/ rejected, then the Authority reserves the right to:

- (i) invite the remaining Qualified Bidders to match the Lowest Qualified Bidder; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.6.3 In case it is found during the evaluation or at any time before signing of the EPC Agreement or after its execution and during the period of subsistence thereof, including the Defect Liability Period that one or more of the qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Contractor either by issue of the LOA or entering into of the EPC Agreement, and if the Bidder has already been issued the LOA or has entered into the EPC Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ cum RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFQ cum RFP, the Bidding Documents, the EPC Agreement or under applicable law.

2.6.4 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ cum RFP. Any such verification or lack of such verification by the Authority shall neither constitute a waiver of Authority's rights nor shall relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.7 Contents of the RFQ cum RFP

This RFQ cum RFP comprises the disclaimer set forth hereinabove,

the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

Appendices

- I.
 - Annex I: Letter comprising the Proposal
 - Annex II: Details of Bidder
 - Annex III: Technical Capacity of the Bidder
 - Annex IV: Financial Capacity of the Bidder
 - Annex V: Statement of Legal Capacity
- II. Power of Attorney for signing of Proposal
- III. Scope of Work
- IV. Indicative Concept Plan
- V. Format for Anti-Collusion Certificate
- VI. Litigation History
- VII. Format for Bid Security
- VIII. Format for Performance Security
- IX. Technical Presentation Format
- X. Financial Proposal for the Project

2.8 Clarifications

- 2.8.1 Bidders requiring any clarification on the RFQ cum RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.8. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Proposal Due Date. The responses will be sent by fax and/or e-mail. The Authority will respond with all the queries and its responses thereto without identifying the source of queries.
- 2.8.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all the Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFQ cum RFP. Verbal

clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9 Amendment of RFQ cum RFP

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

2.9.2 Any Addendum thus issued will be uploaded on the official website as mentioned above.

2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

2.10 Language

The Proposal and all related correspondences and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

2.11 Format and signing of Proposal

2.11.1 The Bidder shall provide all the information sought under this RFQ cum RFP. The Authority will evaluate only those Proposals that are received in the required formats and are complete in all respects. Incomplete and /or conditional Proposals shall be liable to rejection.

2.11.2 This RFQ cum RFP has been posted on the e-procurement website www.jktenders.gov.in of the State. The Proposals must be submitted by the Bidders on or before the designated time on the Proposal Due Date in two separate parts consisting of Envelope A and Envelope B and referred as “Technical Proposal for Qualification and Selection: Development of Inter State Bus Terminal cum Multilevel Car Parking cum Commercial Complex in Katra on EPC basis” **for Envelope A** and “Financial Proposal for Development of Inter State Bus Terminal cum Multilevel Car Parking cum Commercial Complex in Katra on EPC basis” **for Envelope B**. Besides the online submission, the Bidder shall prepare 1 (one) hard copy set of the Technical Proposal forming part of Envelope A (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFQ cum RFP)

for its submission on or before the Proposal Due Date by the time specified therefor.

2.11.3 The Proposal and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposal shall contain page numbers in continuation and shall be hard/spiral bound.

2.11.4 Scanned copy of the cost of the RFQ cum RFP as well of the Bid Security in favour of CEO, KDA must be uploaded as part of the Proposal. The original of the same shall be submitted as part of the hard copy submission.

2.12 Sealing and Marking of Proposals

2.12.1 As part of hard copy submission, the Bidder shall submit the Proposal in the format specified at Appendix-I, together with the documents specified in Clause 2.12.2, and seal it in an envelope and mark the envelope as "PROPOSAL". The Bidder shall seal the original and the copy of the Proposal, together with their respective enclosures, in separate envelopes duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope which shall also be marked in accordance with Clauses 2.12.2 and 2.12.3.

2.12.2 Each Proposal shall contain:

- (i) Appendix-I along with Annexes and supporting documents;
- (ii) Power of Attorney for signing the Proposal as per the format at Appendix-II;
- (iii) Anti-Collusion Certificate as per the format at Appendix-V;
- (iv) Litigation History as per the format at Appendix-VI;
- (v) Bid Security as per the format at Appendix-VII;
- (vi) Performance Security as per the format at Appendix-VIII;
- (vii) Technical Presentation as per the format at Appendix-IX;
- (viii) Financial Proposal as per the format at Appendix-X;
- (ix) copy of Memorandum and Articles of Association of the Bidder alongwith all the amendments thereto;

- (x) copies of Bidder's duly audited balance sheet and profit and loss account for the preceding five financial years; and
- (xi) Name, designation and contact details of the authorized person with whom the Authority or its consultants may correspond with;
- (xii) A copy of the entire RFQ cum RFP Document including the EPC Agreement and/or any addenda issued thereto from time to time, duly initialed on each page by the authorized representative of the Bidder confirming its acceptance of the terms of and conditions of the RFQ cum RFP Document.

2.12.3 Each of the envelopes shall clearly bear the following identification:

“Proposal for Qualification and Selection: Development of Inter State Bus Terminal cum Multilevel Car Parking cum Commercial Complex in Katraon EPC basis”

and shall clearly indicate the name and address of the Bidder. In addition, the Proposal Due Date should be indicated on the right hand corner of each of the envelopes.

2.12.4 Each of the envelopes shall be addressed to:

Chief Executive Officer,
Katra Development Authority,
KDA Office, Railway Road
Katra, (J&K)
Ph. +01991-232336
Email. Kdaceo23@gmail.com

2.12.5 For hard copy submission, if the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal and consequent losses, if any, suffered by the Bidder.

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

2.13 Proposal Due Date

2.13.1 Proposals (both online and hard copy submissions) should be submitted on or before 1500 hours IST on the Proposal Due Date, at the address provided in Clause 2.12.4 in the manner and form as detailed in this RFQ cum RFP. A receipt thereof should be obtained from the person specified in Clause 2.12.4 for the hard copy submission.

2.13.2 The Authority may, in its sole discretion, extend the Proposal Due

Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all the Bidders.

2.14 Late Proposals

Proposals received by the Authority after the specified time on the Proposal Due Date shall not be eligible for consideration and shall be summarily rejected. Further, only online submission of the Proposal shall be considered for evaluation purpose. No document submitted as part of the hard copy submission shall be considered for evaluation.

2.15 Modifications/ substitution/ withdrawal of Proposals

2.15.1 The Bidder may modify, substitute or withdraw its Proposal after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Proposal Due Date. No Proposal shall be modified, substituted or withdrawn by the Bidder on or after the Proposal Due Date.

2.15.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.12, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

2.15.3 Any alteration/ modification in the Proposal or additional information supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.16 Opening and Evaluation of Proposals

2.16.1 The Authority shall open the Proposals only to the extent of Envelope A at 1530 hours IST on the Proposal Due Date, at the place specified in Clause 2.12.4 and in the presence of the Bidders who choose to attend.

2.16.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.15 shall not be opened.

2.16.3 The Authority will subsequently examine and evaluate Proposals in accordance with the provisions set out in Section 3.

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

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

2.16.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Proposals without assigning any reasons.

2.16.7 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information/project from consideration as per Clause 3.2.

2.16.8 In the event that a Bidder claims credit for a project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from consideration. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Proposal in accordance with the provisions of Clauses 2.6.2 and 2.6.3.

2.17 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.18 Tests of responsiveness

2.18.1 Prior to evaluation of Proposals, the Authority shall determine whether each Proposal is responsive to the requirements of the RFQ cum RFP. A Proposal shall be considered responsive only if:

- (a) it is received as per format at Appendix-I.
- (b) it is received (as part of both online and hard copy submission) by the Proposal Due Date including any extension thereof pursuant to Clause 2.13.2;
- (c) it is signed, sealed, hard bound and marked as stipulated in Clauses 2.11 and 2.12;
- (d) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;

- (e) it contains all the information and documents (complete in all respects) as requested in this RFQ cum RFP;
- (f) it contains information in formats same as those specified in this RFQ cum RFP;
- (g) it contains certificates from its statutory auditors in the formats specified at Appendix-I of the RFQ cum RFP for each Eligible Project;
- (h) it contains Demand Draft/banker's cheque of Rs 25,000/- (Rupees Twenty Five Thousand Only) towards payment for cost of the RFQ cum RFP Document;
- (i) it contains the Technical Presentation as per the format at Appendix IX;
- (j) it contains the Financial Proposal as per the format at Appendix X;
- (k) it mentions the validity period as set out in Clause 1.2.3;
- (l) it provides information in reasonable detail. ("**Reasonable Detail**" means that, but for minor deviations, the information can be reviewed and evaluated by the Authority without communication with the Bidder). Authority reserves the right to determine whether the information has been provided in reasonable detail or not.
- (m) there are no inconsistencies in the Proposal
- (n) it does not contain any condition or qualification;

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

- i. which affects in any substantial way, the scope, quality, or performance of the Project, or
- ii. which limits in any substantial way, inconsistent with the RFQ cum RFP, Authority's rights or the Bidder's obligations under the EPC Agreement, or
- iii. which would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals.

2.18.2 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration,

modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposal.

2.19 Clarifications

2.19.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.19.2 If a Bidder does not provide clarifications sought under Clause 2.19.1 above within the prescribed time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

2.20 Screening and Short-listing of the Bidders

After the evaluation of the Technical Proposals, the Authority would announce a list of Bidders who qualify the screening of their Proposals and are eligible to be called for the Technical Presentation. Only the Qualified Bidders will be eligible for the opening of their Financial Proposals which shall be opened in the office of Chief Executive Officer, Katra Development Authority, Railway Rd, Katra, Jammu and Kashmir 182320. The Authority will not entertain any query or clarification from the Bidders who fail to be declared as the Qualified Bidders.

2.21 Proprietary data

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

2.22 Correspondence with the Bidder

Save and except as provided in this RFQ cum RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Proposal.

2.23 Instruction to bidders regarding e-tendering process

- a.** The interested bidder can download the RFQ cum RFP from the website <http://jktenders.gov.in>.

- b. To participate in the Bidding Process, Bidders have to get (DSC) “Digital signature Certificate” as per Information Technology Act-2000, to participate in online bidding. This certificate will be required for digitally signing the Bid. Bidders can get above mentioned DSC from any approved vendors. The Bidders, who already possess valid DSC, need not to procure new DSC.
- c. The Bidders have to submit their Proposals online in electronic format with Digital Signature. The Proposals cannot be uploaded without Digital Signature.
- d. Proposals will be opened online as per time schedule mentioned in the RFQ cum RFP Document.
- e. Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been attached with the Bid.
- f. The department will not be responsible for delay in online submission of Bids whatsoever reasons may be.
- g. All the required information for Bid must be filled and submitted online.
- h. The original instruments in respect of cost of documents, Bid Security and relevant documents be submitted to the Authority by Registered post/courier as per time schedule specified.
- i. The details of cost of documents, Bid Security specified in the tender documents should be the same, as submitted online (scanned copies) otherwise Bid will not be accepted.
- j. Bidders can contact the Authority for any guidance for getting DSC or any other relevant details in respect of e-tendering process.
- k. The guidelines for submission of Bid online can be downloaded from the website <http://jktenders.gov.in>

3. CRITERIA FOR EVALUATION

3.1 Evaluation parameters

Only those Bidders who meet the eligibility criteria specified in Clause 2.2.3 above shall qualify for evaluation under this Section 3.

3.2 Technical Capability

3.2.1 Subject to the provisions of Clause 2.2.3 above, the Bidder should have in the last five financial years, completed and handed over to the concerned government/quasi government authority (in case of PPP or EPC projects):

- i) At least **one Eligible Project** of value of **150 crores** or more with some Central Government Department/State Government Department/Central Autonomous Body/Central Public Sector

undertaking / State Autonomous Body / State Government undertaking; OR

ii) At least **two Eligible Projects** of value of **75 crores** or more each with some Central Government Department/State Government Department/Central Autonomous Body/Central Public Sector undertaking / State Autonomous Body / State Government undertaking; OR

iii) At least **three Eligible Projects** of value of **50 crores** or more each with some Central Government Department/State Government Department/Central Autonomous Body/Central Public Sector undertaking / State Autonomous Body / State Government undertaking

3.3 Eligible Projects

3.3.1 The eligible projects to qualify for the purpose of Clause 3.2 above (the “**Eligible Projects**”) shall include infrastructure projects like highways, ports, airports, railways, metro rail, industrial parks/ estates, logistic parks, housing complex, public utility buildings with green norms like shopping malls, hotels, sports complex, bus terminals, whether in EPC mode or, PPP (Public Private Partnership) mode.

3.3.2 For the purpose of Clause 3.2, it also includes Eligible Projects set up by a Bidder on its own or in association with other partners subject to procuring all municipal approvals/clearances, provided such project/projects qualify(ies) the other criteria as mentioned in Clause 3.2;

3.3.3 The value of executed work shall be brought to current costing level by enhancing the actual value of work at simple rate of **7% per annum**; calculated from the date of completion to last date of receipt of Proposal for RFQ cum RFP.

3.3.4 For each quoted project documentary evidence in the form of a CA certificate (Appendix I, Annex III) must be submitted along with the Proposal.

3.3.5 The Proposal must be accompanied by the audited Balance Sheet and Profit and Loss Account of the Bidder as per Appendix I, Annex IV for the last five (5) Financial Years starting 2012-2013.

3.3.6 For the purpose of screening, the Bidder needs to demonstrate the financial capability in terms of cumulative turnover during last 5 years starting 2012-13.

- 3.3.7 The Bidders shall be screened on the basis of the criteria as mentioned in Clauses 3.2 and Clause 3.3 above. Only those Bidders that qualify the screening shall be called to give their Technical Presentation as per the parameters laid down in Appendix IX.
- 3.3.8 The Bidders are expected to submit detailed presentation for the technical contents (the “**Technical Presentation**”) as mentioned therein (Total Marks: 100) for the Project: The Technical Presentation of the Bidders forming part of Technical Proposal must cover all the mandatory aspects of the Project as required pursuant to Scope of Work as given in this RFQ cum RFP.
- 3.3.9 The Bidders shall be evaluated on each of the parameters as mentioned in Appendix IX below.
- 3.3.10 Financial Proposals of only those Bidders shall be opened who score a minimum of 70 marks in the Technical Presentation Proposal, subject to scoring minimum marks against each parameter as stipulated therein. Any Bidder scoring marks below 70 in total and/or minimum marks against each parameter, as the case may be shall not be entitled to be taken for the opening of the its Financial Proposal.
- 3.3.11 Subject to above, Bidder quoting the lowest price as per the Financial Proposal shall be the Selected Bidder. In case of a tie in the Financial Proposal, the Bidder scoring higher in the Technical Presentation shall be the Selected Bidder. Further, in case of a tie at both the Technical Presentation as well as the Financial Proposal, the Bidder shall be selected through draw of revised lower/lowest Financial Proposal in the presence of the competent persons duly authorized by the Authority or any other competent authority in this regard for such selection.

Bidder quoting the lowest Financial Proposal shall be invited for negotiations.

3.4 Rights of the Authority

- 3.4.1 Authority reserves the right to reject any Proposal, if:
- a. at any time, a material misrepresentation is made or discovered; or
 - b. the Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.

3.5 Letter of Award and the Subsequent Process

- 3.5.1 Authority will notify the Successful Bidder through a Letter of Award (LoA) that its Proposal has been accepted within 45 days from the Proposal Due Date, or any extension thereof as may be applicable.
- 3.5.2 The Successful Bidder shall execute the EPC Agreement in line with the scope specified therein within 30 days from the date of the issuance of LoA or within such further time as Authority may agree to in its sole discretion.
- 3.5.3 The Successful Bidder shall also furnish Performance Security by way of an irrevocable Bank Guarantee, in favour of Chief Executive Officer, KDA, as required within 15 days of the issuance of the LoA, or any extension thereof, and as a precondition to the execution of the EPC Agreement.
- 3.5.4 Failure of the Successful Bidder to comply with the requirements of Clause 3.5.2 and/or 3.5.3 shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the Bid Security. In such an event, Authority reserves the right to
- a. either invite the Bidder with the second lowest Financial Proposal
 - or
 - b. take any such measures as may be deemed fit in the sole discretion of Authority, including annulment of the Bidding Process.
- 3.5.5 Notwithstanding anything contained in this RFQ cum RFP, Authority reserves the right to accept or reject any Proposal, or to annul the Bidding Process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons therefor.

3.6 Group companies/associates' technical and financial capacity

For evaluation under Clauses 2.2.3 and 3.2 respectively, the financial and technical capabilities of the group companies/associates shall also be considered. For these purposes group companies/associates in relation to the Bidder shall mean a person who controls and is controlled by or is under the common control with such Bidder. As used in this definition, the expression 'control' means, with respect to a person, which is company or corporation, the ownership, directly or indirectly of more than 50% 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 a person, whether by operation of law or by contract or otherwise”.

3.7 Documentary Evidence

In case the Bidder claims technical and/or financial capacity of its group companies/associates, the Bidder shall necessarily submit documentary evidence in proof of such claims. Such documentary evidence shall consist of CA certificates to support and establish such capacity and also to establish requisite “Control” relationship as defined in Clause 3.6 above.

3.8. Bid Security

3.8.1 The Bidder shall furnish as part of its Proposal, a Proposal/Bid security for an amount equal to 1% (one per cent) of the Approved Budget in favour of Chief Executive Officer, Katra Development Authority, Katra. in the form of an irrevocable and unconditional bank guarantee issued by a Nationalized Bank, or a Scheduled Bank (the Bank”) in India in the format as given in Appendix-VII (the “**Proposal/Bid Security**”) and having a validity period of not less than at least 28 days beyond 180 days from the Proposal Due Date, inclusive of a claim period of 60 (sixty) days, extendable by the Bidder from time to time if the Authority so required. In case the Bid Security is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

3.8.2 Bid Security can also be furnished by the Bidder in the form of a demand draft drawn on a Nationalized/Scheduled Bank in India, in favour of Chief Executive Officer, KDA and payable at Katra (the “**Demand Draft**”). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

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

3.8.4 The Bid Security of every unsuccessful Bidder, except the second lowest Qualified Bidder, would be returned within a period of eight weeks from the date of issuance of the LOA to the Successful Bidder. Where Bid Security has been paid by deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given in the Proposal.

- 3.8.5 The Bid Security submitted by the Successful Bidder would be released upon furnishing of the Performance Security in form of a Bank Guarantee, amounting to a value equal to 5% (Five Percent) of the Financial Proposal quote/Bid Price of the Selected Bidder and shall be valid for the period of Contract including the Defects Liability Period as may be defined in the EPC Agreement to be executed between the Successful Bidder and the Authority. In the event of non-submission of Performance Security in the time prescribed therefor, the Bid Security shall be forfeited. The Bid Security of Selected Bidder will be returned, without any interest, upon the Bidder signing the EPC Agreement and furnishing the Performance Security in accordance with the provisions thereof and as per the format as given in Appendix VIII.
- 3.8.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages interalia in any of the events specified in Clause 3.8.7 herein below. The Bidder, by submitting its Proposal pursuant to this RFQ cum RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Proposal or for any other default by the Bidder during the period of Bid validity as specified in this RFQ cum RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 3.8.7 The Bid Security shall be forfeited and appropriated by the Authority as damages payable to the Authority for, interalia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under the Agreement, or otherwise, under the following conditions:
- a) If a Bidder submits a non-responsive Proposal;
 - b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFQ cum RFP;
 - c) If a Bidder withdraws its Proposal during the Bid Validity Period as specified in this RFQ cum RFP and as extended by mutual consent of the respective Bidders(s) and the Authority;
 - d) In the case of Selected Bidder, if it fails within the specified time limit–
 - (i) to sign and return the duplicate copy of LoA;

- (ii) to furnish the Performance Security within the period prescribed therefor; or
- (iii) to sign the EPC Agreement;

3.9 Performance Security

- 3.9.1 The Successful Bidder shall for due and faithful performance of its obligations at all time during the Project implementation and completion, provide to the Authority a performance security of the amount as mentioned above in the form of Bank Guarantee from any Nationalized Bank or Scheduled Commercial Bank.
- 3.9.2 The Performance Security shall be provided within 15 days of issue of Letter of Award by the Authority unless such time is extended by the Authority in writing under certain unusual circumstances beyond the control of the Bidder or the Authority, as the case may be. The Performance Security shall be released to the Successful Bidder as per the provisions of the EPC Agreement.
- 3.9.3 The Performance Security in the form of bank guarantee shall be renewed every year until it is discharged and released as per the terms of the EPC Agreement.
- 3.9.4 In case the Successful Bidder fails to furnish the Performance Security within the stipulated time as mentioned herein above, the LOA shall stand void and Letter of Award (LoA) may be issued to the second lowest Bidder after due negotiation between the Bidder and the Authority.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject a Proposal without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove, if a Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice

or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or request for qualification issued by the Authority during a period of 3 (three) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3 For the purposes of this Clause, 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 the avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the EPC Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2.2 B engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the EPC Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the EPC Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- (b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “restrictive practice” means forming a cartel or arriving

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

5. PRE-PROPOSAL QUERIES

- 5.1 Bidders are encouraged to raise their queries with regard to the Project and the RfQ cum RFP. They may send their queries to the concerned person as mentioned in Clause 2.12.4 with a copy to **abacus@airtelmail.in** by its due date as mentioned in the Schedule of Bidding in Clause 1.3.1. The Authority shall respond to the queries by its due date as mentioned in Clause 1.3.1.
- 5.2 During the course of sending Pre-Proposal queries, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority 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.

6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of Jammu & Kashmir and the Courts at Jammu and Kashmir shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - (d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or

evidence submitted by or on behalf of any Bidder.

- 6.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.4 The Bidding Documents and RFQ cum RFP are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFQ cum RFP, in the event of any conflict between them the priority shall be in the following order:
- (a) the Bidding Documents;
 - (b) the RFQ cum RFP Document.

i.e. the Bidding Documents at (a) above shall prevail over the RFQ cum RFP at (b) above.

APPENDICES

APPENDIX-I

ANNEX-I:Letter Comprising the Proposal for Qualification and Selection

(Refer Clause 2.12.2)

Dated:

To,
Chief Executive Officer,
Katra Development Authority,
KDA Office, Railway Road
Katra, (J&K)
Ph. +01991-232336

Sub: Proposal for qualification and selection for Development of Inter State Bus Terminal cum Multi Level Car Parking cum Commercial Complex in Katraon EPC basis

Dear Sir,

1. With reference to your RFQ cum RFP document dated¹, we, having examined the RFQ cum RFP document and understood its contents, hereby submit our Proposal for qualification and selection for the aforesaid project. The Proposal is unconditional and unqualified.
2. We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying such Proposal for qualification and selection of the Bidders, and we certify that all information provided in the Proposal and in Annexes I to V is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying and selection as a Bidder for the construction of Inter State Bus Terminal cum Multi Level Car Parking cum Commercial Complex and maintenance of the Project during the Defect Liability Period.
4. We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the qualification statement.
5. We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the

¹All blank spaces shall be suitably filled up by the Applicant to reflect the particulars relating to such Applicant

fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. We certify that in the last five years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. We declare that:
 - (a) We have examined and have no reservations to the RFQ cum RFP document, including any Addendum issued by the Authority from time to time.
 - (b) We do not have any conflict of interest in accordance with Clauses 2.2.2A and 2.2.2B of the RFQ cum RFP document; and
 - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFQ cum RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFQ cum RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt/ fraudulent/coercive/ undesirable/restrictive practice.
8. We understand that you may cancel the Bidding Process at any time and that you are not bound to accept any Proposal that you may receive for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16.6 of the RFQ cum RFP document.
9. We confirm that we satisfy the Turn Over and Net Worth criteria and meet all the screening and other requirements as specified in the RFQ cum RFP document.
10. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

12. We further certify that no investigation by a regulatory authority is pending either against us or against our CEO/Managing Director or any of our Directors/ Managers/ employees.
13. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFQ cum RFP document, we shall intimate the Authority of the same immediately.
14. The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFQ cum RFP document, and duly signed, is enclosed. The power of attorney for signing of Proposal as per format provided at Appendix II of the RFQ cum RFP is also enclosed.
15. We certify that the (Name of the Bidder) is an existing Company incorporated under the Indian Companies Act, 1913/1956/2013 (as the case may be).
16. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Bidders or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
17. We agree and undertake to abide by all the terms and conditions of the RFQ cum RFP document.
18. We certify that in terms of the RFQ cum RFP document, our cumulative Turnover in last five financial years is Rs. (Rs.in words) and Networth as on preceding financial year is Rs. (Rs.in words).
19. We agree and undertake to be fully liable for all the obligations of the Contractor under the EPC Agreement

In witness thereof, we submit this Proposal under and in accordance with the terms of the RFQ cum RFP document.

Yours faithfully,

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

Place:

Name and seal of the Bidder

ANNEX-II: 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 role and responsibilities in this Project]:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
 - (f) Email Address:

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

5. A statement by the Bidder (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary)

ANNEX-III: Technical Capacity of the Bidder
(Refer to Clauses 3.2 of the RFQ cum RFP)

BID RESPONSE SHEET 1

			Project		Date of				
S.No	Nam e of the Proje ct	Type of the Project as per Eligible Project s	Loc atio n	Co st Rs. cro res	Aw ard	Commen cement	Compl etion	Auth ority for who m carri ed out	% of work performed in the project

Note:

- 1. Only the eligible projects that satisfy technical criteria shall be included.*
- 2. All the Financial numbers are to be given in INR*

(Signature of Authorized Signatory)

Company seal & stamp

Signature, Name, Address and Membership No. of Chartered Accountant

Bid Response Sheet 2

Name of Bidder:	
1.	Name of Contract
	Country
2.	Name of Employer
3.	Employer's address, telephone and fax no.)
4.	Role (strike out whichever is not applicable)
	Developer/Prime contractor/ Subcontractor
5.	Value of the Total Contract (in specified currencies and INR)
6.	Value of the Bidder's Contract (in specified currencies and INR)
7.	Certified Billings till date (in specified currencies and INR and exchange rate)
8.	Date of Award
9.	Date of Commencement of Project/ Contract
10.	Date of Completion/ Commissioning

(Signature of Authorized Signatory)

Company seal & stamp

Instructions

1. Information provided in this section is intended to serve as a backup for information provided in accordance with Appendix 1, Annexure III, Bid Response Sheet 1.
2. The Projects cited must comply with the eligibility criteria specified in Clause 3.2 .
3. A separate sheet should be filled for each of the eligible projects.

ANNEX-IV: Financial Capacity of the Bidder

(Refer to Clause 2.2.3 of the RFQ cum RFP)

Bid Response Sheet 3

Format for Financial Capability of the Bidder

Turnover and Net Worth

Net Worth (Rs. Crores)	Turnover (Rs. Crores)				
	As on 31.3.17	Year 5	Year 4	Year 3	Year 2 Year 1

(Signature of Authorized Signatory)

Company seal & stamp

Signature, Name, Address and Membership No. of Chartered Accountant

1. The Bidder shall provide the Financial Capacity based on its own audited financial statements. Financial capacity of the Bidder's parent company or its subsidiary or any associate company will be considered for computation of the Financial Capability of the Bidder.
2. Instructions for calculation of Financial Capability:
 - (a) Net Worth = Subscribed and Paid-up Equity (including Share Premium, if any) + Reserves – Revaluation Reserves - Miscellaneous expenditure not written off-Deferred Revenue Expenditure-Deficit in Profit & Loss Account
 - (b) The financial year would be the same as followed by the Bidder for its annual report. Year 1 will be the last Financial Year. Year 2 shall be the year immediately preceding Year 1.
 - (c) The Bidder shall provide audited Annual Reports as required under this Bid Document.
3. Financial details of the Bidder: The financial details shall be provided in the following manner.

Name of Member:

S No.	Particulars as per the Audited Balance Sheet	Year 5	Year 4	Year 3	Year 2	Year 1	TOTAL
1.	Profit After Tax (PAT)						
2.	Depreciation						
3.	Other non-cash expenditure						
4.	Subscribed and Paid up Equity						
5.	Reserves						

6.	Revaluation reserves						
7.	Miscellaneous expenditure not written off						
8.	Deferred Revenue Expenditure						
9.	Deficit in Profit & Loss Account						
10.	Net Worth = (4+5-6-7-8-9)						

(Signature of Authorized Signatory)

Company seal & stamp

Signature, Name, Address and Membership No. of Chartered Accountant

ANNEX-V: Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

Ref. Date:

To,

Chief Executive Officer,
Katra Development Authority,
KDA Office, Railway Road
Katra, (J&K)
Ph. +01991-232336

Dear Sir,

Sub: Proposal for qualification and selection for Development of Inter State Bus Terminal cum Multi Level Car Parking cum Commercial Complex in Katra on EPC basis

We hereby confirm that we satisfy the terms and conditions laid out in the RFQ cum RFP document dated

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

APPENDIX-II: Power of Attorney for signing of Proposal

(Refer Clause 2.2.4)

Know all men by these presents, We.....
(name of the firm
and address of the registered office) do hereby irrevocably constitute,
nominate,
appoint and authorize Mr./ Ms(name),
son/daughter/wife of and presently residing at
....., who is presently employed
with us and holding the position of
....., as our true and lawful attorney (hereinafter
referred to as the
“Attorney”) to do in our name and on our behalf, all such acts, deeds and
things as are necessary or required in connection with or incidental to
submission of our Proposal for qualification and selection for Development of
Inter State Bus Terminal cum Multi Level Car Parking cum Commercial
Complex in Katra on EPC basis proposed or being developed by Katra
Development Authority (the “Authority”) including but not limited to signing
and submission of Proposal consisting of both the Technical Proposal as
well as the Financial Proposal and other documents and writings,
participate in Pre-Proposal, Technical Presentation, Financial Proposal
opening and other conferences and providing information/ responses to the
Authority, representing us in all matters before the Authority, signing and
execution of all contracts including the EPC Agreement and
undertakings consequent to acceptance of our Proposal, and generally dealing
with the Authority in all matters in connection with or relating to or arising
out of our Proposal for the said Project and/ or upon award thereof to us
and/or till the entering into of the EPC Agreement with the Authority.

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

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

For
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

[Notarized]

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder 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 Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX-III: Scope of Work

1 Introduction

1.1 About the Project

The Project is formulated as per the requirements of Katra Development Authority. It may be borne in mind that the details given are neither accurate nor exhaustive, but give an approximate idea of the Project implementation aspects. The Prospective Bidders are advised to visit the Project site and collect all required data for validating their assumptions and submissions. Neither Authority nor any state/central authorities and any of Authority's consultants will be responsible for the contents or accuracy of the details provided herein. The Project is proposed to be implemented as an EPC contract on turnkey basis.

1.2 Scope of Work

The Successful Bidder is required to undertake Design, Engineering, Procurement & Construction of Inter State Bus Terminal cum Multilevel Parking cum Commercial Complex at Katra on Turnkey basis at the Project Site.

The Broad Scope of Work involves (a) Preparation of Architectural Designs and Plans; (b) Preparation of Structural Design and getting them vetted from an IIT; (c) Preparation of Bill of Quantity as per CPWD approved specifications and relevant IS Codes and specifications; (c) Preparation of Detailed Designs and Plan including Architectural Plan for Project Execution and all other related drawings concerned with execution of the Project; (d) Getting Approvals from KDA at each Stage; and (e) Supply, Installation, Construction & Commissioning of the Project on EPC cum Turnkey basis. The Bidder is required to emphasis on the usage of pre-engineered structured buildings for the development of Project facilities, wherever applicable. The Bidder has to procure the pre engineered structures based on load calculation as approved by KDA. The designs shall be proof checked by IIT.

1.3 Minimum Development Obligations of the Contractor

The total Project Site has an area of approximately **1,28,650 Sq. m**. The Site Area available for development of the Project is approximately **84,710 sq. m** after reducing the areas of four plots earmarked for the Yatri Niwas and Hotels as mentioned in the **Land Use Matrix** below. It is proposed to develop the Bus Terminal as a modern iconic structure with modern amenities along with multilevel parking and commercial complex, compliant with green building norm of GRIHA (Green Rating for Integrated Habitat

Assessment)/IGBC (Indian Green Building Council)/ BEE (Bureau of Energy)/LEED (Leadership in Energy and Environmental Design)equivalent of at least Silver Rating of LEED. The iconic building is proposed to be a Lower Ground+3 structure. The total construction area of the proposed facilities is **1,65,800 sq. mtr.** apprx as per the **Detailed Construction Area Statement** below and is exclusive of the external development area (consisting of bus bays, utilities, ISBT internal road and approach road to hotels) which is approximately 47,810 sq. mtr.

➤ **The Land Use Matrix of the Project Site is as below:**

Land Use Matrix		
S.No	Nomenclature	Area (in sq.m)
1	ISBT	
1A	Commercial + Terminal	30400
1B	Bus Bay	8000
1C	MLCP	6500
1D	Utility	2480
1E	Internal Road Area	30720
	ISBT	78100
2	Hotel 1	6100
3	Hotel 2	6050
4	Budget Hotel 1	5800
5	Budget Hotel 2	6990
6	Approach Road to Hotel	6610
7	24 M Approach Road	19000
	Total	128650

➤ **The Detailed Construction Area Statement of the Project is as below:**

S.No	Nomenclature	Area (in sq.m)						Total Area (in sq.m)
		Lower Basement	Upper Basement	Lower Ground	Upper Ground	First Floor	Second Floor	
ISBT								
1	Retail Shops	0.00	0.00	1320.00	15400	10700.00	9420.00	36840.00
2	Departmental Stores	0.00	0.00	3200.00	0.00	0.00	1200.00	4400.00
3	Showrooms	0.00	0.00	500.00	3120	3670.00	4120.00	11410.00
4	Corridor	0.00	0.00	8400.00	6280	5300.00	6600.00	26580.00
5	Bank	0.00	0.00	250.00	0.00	0.00	0.00	250.00
6	Railway Ticket Counter	0.00	0.00	60.00	0.00	0.00	0.00	60.00
7	Air Ticket Counter	0.00	0.00	60.00	0.00	0.00	0.00	60.00
8	Backup Office	0.00	0.00	340.00	0.00	0.00	0.00	340.00
9	Management Front Office	0.00	0.00	170.00	0.00	0.00	0.00	170.00
10	Shrine Board Museum	0.00	0.00	600.00	0.00	0.00	0.00	600.00
11	Shrine Board Office	0.00	0.00	740.00	0.00	0.00	0.00	740.00
12	AC Waiting Hall	0.00	0.00	340.00	0.00	0.00	0.00	340.00
13	Maintenance Office	0.00	0.00	380.00	0.00	0.00	0.00	380.00
14	Driver Conductor Restroom	0.00	0.00	1240.00	0.00	0.00	0.00	1240.00
15	KDA Office	0.00	0.00	570.00	0.00	0.00	0.00	570.00
16	KDA Guest House	0.00	0.00	700.00	0.00	0.00	0.00	700.00
17	Post Office	0.00	0.00	40.00	0.00	0.00	0.00	40.00
18	Dispensary/Clinic	0.00	0.00	100.00	0.00	0.00	0.00	100.00
19	Restaurant	0.00	0.00	960.00	0.00	0.00	0.00	1510.00
20	Lift/Lobby/Staircase	0.00	0.00	360.00	700.00	500.00	500.00	2060.00
21	Washroom	0.00	0.00	190.00	190.00	190.00	190.00	760.00
22	Housekeeping + Store	0.00	0.00	0.00	0.00	0.00	1380.00	1380.00
23	Laundry + Services	0.00	0.00	0.00	0.00	0.00	270.00	270.00
24	Dormitory + Waiting	0.00	0.00	0.00	0.00	0.00	1180.00	1180.00
25	Waiting Hall	0.00	0.00	0.00	0.00	0.00	830.00	830.00
26	Shaft	0.00	0.00	220.00	590.00	590.00	590.00	2536.00
27	Food Courts	0.00	0.00	0.00	0.00	4100.00	0.00	4100.00
28	Food Kiosk	0.00	0.00	0.00	0.00	870.00	0.00	870.00
29	Parking & Services	20960.00	20740.00	0.00	0.00	0.00	0.00	41700.00
	Total	20960.00	20740.00	20740.00	26280.00	25920.00	26280.00	140920.00
MLCP								
1	Parking & Services	0.00	0.00	6430	6150.00	6150	6150	24880
	Total							24880

The above area statements are on the basis of Indicative Concept Plans. Final available area shall be arrived at on the basis of Approved Concept Plans.

1.4 The Volumetric Constraints/Minimum Development Obligations of the Contractor are:

1. Bus Terminal Facilities- Idle Bus Parking for 63 Buses and alighting and Boarding 84 Buses, 82 Taxi Parking and 50 Autorickshaw Parking.
2. Multi-Level Car Park-Of Capacity of 696 ECS conventional system – Ramp based.
3. Car Parking- 810 ECS (Upper and Lower Basement)
4. 656 shops as part of the ISBT and Commercial
5. To develop the minimum areas as per the Detailed Construction Area Statement above as well as the external development area consisting of bus bays, utilities, ISBT internal road and approach road to hotels as mentioned above.
6. To demarcate and develop the plots on the Project Site earmarked for hotel and budget as per the Land Use Matrix above, provide construction of the main approach road to such plots and provide for all the underground facilities like sewage, electricity etc.

The Contractor shall provide at least the above mentioned development on the Project Site and no compromise on the above referred minimum development obligations shall be acceptable from the Contractor by the Authority.

1.5 Codes and Standards

Wherever references are made in the Agreement in particular codes and standards for the execution, testing and commissioning of the Works, the effective edition(s), revision(s), amendment(s) or updating of such codes and standards as of the date of the Agreement execution/ usage of such code/standard, whichever is latest, shall apply, unless otherwise expressly stated in writing by the Authority/Project Engineer.

In case of any conflict between any referenced codes and standards and those in the EPC Agreement, the Contractor shall advise the Authority/Project Engineer in writing and the Authority/Project Engineer has the discretion to determine which version shall prevail.

1.6

1.6 Broad Specifications Guidelines to be followed by the Contractor

The broad specifications and guidelines to be adhered with while designing and constructing the various components of the Project are:

BUS TERMINAL FACILITIES

The minimum Bus Terminal area to be developed shall be approximately 12,060 sq.mtr. which excludes the area of the bus bays (alighting, boarding and idle parking). The works shall include all the construction works to be carried out in the Bus Terminal for its development to cater to the future requirements.

- 1) The scope of works covers the detailed design for project execution, detailed engineering and preparation of all related drawings concerned with the execution of the Bus Terminal Facility.
- 2) Provision of passenger amenities like retail shops, parking areas for public, private and intermediate public transport, toilets, drinking water chambers, waiting halls, seating arrangements, dustbins etc.
- 3) Bus Terminal Facilities like bus bays (alighting, boarding and idle parking), circulation area, enquiry counters, information centers, booking and reservation ticket counters, etc.
- 4) Design and construct supporting infrastructure facilities related to Solid Waste Management, Rain Water Harvesting, Water Supply and Sanitary Installations, Communication System.

✓ Bus Terminal Components and Design Bus Terminal Facility

The key Bus Terminal Facility shall consist of the following:

1. Bus Terminal Facilities

The key bus terminal facilities proposed in the bus terminal are:

- (a) Bus Bays for Boarding & Alighting
- (b) Dormitory for Bus Drivers and Conductors
- (c) KDA Office and KDA Guest House
- (d) Shrine Board Office cum Museum
- (e) Idle Parking Bays
- (f) Bus Circulation Area & Approach Roads
- (g) Ticketing Counters, Enquiry Counters, Reservation Office
- (h) Tourist Information Centers
- (i) KDA administration requirements like Traffic Officer's office.
- (j) Entry & Exit to the Bus Terminal Facility

- (k) Passenger Entry & Exit to the Bus Terminal Facility
- (l) Interconnecting Subways & Pathways, Ramps between various components, if applicable.
- (m) Building management System including public address system
- (n) Toilets for staff
- (o) Store Room

2. Passenger Amenities

The key passenger amenities proposed in the bus terminal are:

- (a) Passenger Concourse Area for Boarding & Alighting
- (b) Passenger Platform for Alighting & Boarding
- (c) Public Utilities (Toilets, Drinking Water Chambers etc.)
- (d) Waiting Halls
- (e) Cloak Room, Parcel Room and Post Office
- (f) Police Station
- (g) Air Ticket, Railway Ticket and Yatri Parchi Counter
- (h) Bank
- (i) Tourist Information Centre
- (j) Seating Arrangements, Information Signage's, Display Boards
- (k) Commercial Facilities for the Bus Terminal Facilities like kiosks, canteen, general store etc.
- (l) Approaches, entry and exit, drop-in and drop-off areas, pick-up zones for private vehicles, taxis and auto.

3. Common Areas & Facilities

The following are major supporting infrastructure requirements proposed in the bus terminal:

- (a) Water Supply and Sanitation Structures
- (b) Storm Water Drainage
- (c) Rain Water Harvesting Structures
- (d) Solid Waste Management Systems
- (e) Communication Systems
- (f) Landscaped Area

✓ Factors to be considered for Bus Terminal Design

The factors to be considered in the Bus Terminal design by appreciating activity and facility inter-relationship are:

- (a) Segregation of terminal and non-terminal traffic based on activity and activity concentration pattern.
- (b) Segregation of vehicular and passenger traffic and movement to avoid conflict.
- (c) Segregation of traffic by type, function and direction.
- (d) Co-ordination of different activities in terms of functional and spatial interrelationships.
- (e) Separate access for bus terminal and commercial facilities.
- (f) Provision of good user and vehicular information.
- (g) Provision of necessary and identified facilities to meet requirement of all user groups.
- (h) Achieving minimum passenger and vehicular processing time.
- (i) Achieving overall functional and space efficiency.
- (j) Achieving smooth flow for all types of traffic to and from the terminal.

Indicative Concept Plans have been provided herein. Bidders are encouraged to bring innovation while preparing the Detailed Plans for the same while taking into consideration fixed parameters.

✓ **Fixed Parameters of the Project**

The fixed parameters for the master plan are given in the subsequent sub-sections.

✓ **Terminal Facilities**

(a) The following table indicates the minimum bus terminal facility requirements. These are mandatory to be provided as part of the Bus Terminal Facility.

Table 1: Minimum Terminal Facility Requirements

Sl. No.	Components	Minimum Requirement
1.	Boarding cum Alighting Bays	84

Sl. No.	Components	Minimum Requirement
2.	Idle Parking	63 Buses
3.	Enquiry offices, Reservation Offices & Ticketing Office along with enclosure for waiting space	Centralized enquiry office, reservation office and 8-10 ticketing counters provided with adequate furniture (Chairs, Tables and Cupboard of approved make). The offices shall have large window for public interface. There shall be enough waiting space in front of the office so as to enable the users to form proper queue and hence maintain orderliness. Railings to divide the queue may be provided in front of the public interface windows. The plan for the same shall be got approved from KDA
4.	Tourist Information Centre	Tourist Information Centre along with furniture and fixtures. The center shall have large window for public interface. There shall be enough waiting space in front of the office so as to enable the users to form proper queue and hence maintain orderliness. Railings to divide the queue may be provided in front of the public interface window.
5.	Display Boards, Digital Displays and Variable Message Sign Boards	Adequate no. of display boards in the bus terminal area with illumination at appropriate locations for information on bus routes, bus time table, fare lists, location of various passenger amenities in the terminal etc. Digital Displays and Variable Message Sign Boards in the bus terminal at appropriate locations like entry and exit, waiting halls, enquiry counters, passenger concourse area for providing updated information to the users.
6.	Digital Display Clocks	Digital Display Clocks suspended from the ceiling by suitable holders in the passenger concourse area.
7.	Public Address System	An announcement booth shall be

Sl. No.	Components	Minimum Requirement
		provided in the terminal. Public Address System shall be provided in the terminal.
8.	Security Guard Cabins	Security Guard Cabins are to be provided near the bus terminal entry and exit gates.
9.	Vacuum Cleaners, Floor Cleaners, Automatic Wipers or superior mechanized cleaning equipments.	These shall be provided in adequate number in the terminal for housekeeping activities for ensuring dust free environment
10.	Administration Office Space for (Bus Terminal Manager, Traffic Controller Office, Traffic Supervisor along with their respective support staff and other key personnels)	Provision for office spaces for adda- in charges of all Roadways operators and authorized private operators operating from the Bus Terminal.
11.	Store Room	The Store room shall be provided in the bus terminal premises.

✓ **Bus Entry / Exit to the Terminal**

- The bus circulation pattern in the bus terminal shall be such that there is no queuing of buses at the entry / exit gates in the terminal.
- The entry and exit for buses shall be separate from the other vehicles. Speed-breakers shall be provided near the entry and exit gates.
- In case, more than one entry and exit is provided on the roadside, a buffer of minimum 7 m shall be provided parallel to the same road.

✓ **Bus Terminal Parking Area**

- The Intermediate Public Transport (IPT) modes like the auto rickshaws and taxis are the expected modal change for the users apart from the intra city bus transport. The private modes of transport are two-wheelers, cars and cycles. There should be provision for arrival, departure and parking of these categories of private and public transport.
- Designated parking area shall be allotted for the public and private vehicles along with the drop in and drop off facility.
- The entry and exit for the parking areas of IPT and private vehicles shall be segregated by use of railings or medians.

✓ **Service Time at Bays for Buses**

- The internal circulation pattern of the buses in the terminal shall be planned such that the minimum service time attained by buses at all

times at alighting and boarding bays is at least 4 and 10 minutes respectively.

✓ **Pavement for Bus Terminal**

- a. The Contractor shall construct the bus circulation and the parking area along with the approaches/roads to various components in the bus terminal with rigid pavement.
- b. The pavement shall be designed as per the standards of IRC and the National Building Code.

✓ **Idle Parking for Buses**

- a. The idle parking bays are to be earmarked separately within the bus terminal. However there shall be enough circulation area, to ensure safe movement, turning and maneuverability of buses.
- b. The idle parking bay area shall be marked and designated with thermoplastic paint along with the provision of appropriate informatory signage's.

✓ **Traffic Signs and Signage**

The Contractor shall provide signage with customer focused approach. While designing, the following guidelines shall be adhered to:

- a. Adequate number of traffic signs (informatory, cautionary and warning) and signage's shall be provided in the bus terminal for convenience of crew and users.
- b. Insofar as possible, architectural elements, landscaping, and other design features shall identify entrances, exits, etc.
- c. Signs shall be located for maximum visibility at or before all decision points within the facilities.
- d. Signs shall be placed at frequent enough intervals so that the infrequent or new user can readily find his or her way without assistance.
- e. All signage's should comply with relevant standards and codes.
- f. Signage shall also include items relating to regulatory enforcement (e.g. no smoking, no parking here, etc).
- g. Relate outbound passengers to the surrounding community with appropriate signage.
- h. Pavement markings shall be provided as per the requirement in the bus terminal area for convenience of crew and users.

✓ **Functional and Geometric Design Dimension Parameters**

The following table indicates the minimum dimensions related to functional and geometric design aspects of the bus terminal components.

Table 2: Minimum Functional and Geometric Dimensions

Sl. No.	Parameter	Minimum Requirement
1	Bus Bay dimension	3.5m x 10.0m clear space along with a stub arm of 1.2 m wide
2	Turning radius for bus movement	not less than 12.0m
3	Driveway width for bus	not less than 12.0m
4	Clear Distance between the boarding/alighting bay and idle bay for buses	not less than 15.0m
5	Width of the passenger platform, in case of bus bays on only one side of the passenger platform	not less than 9.0 m
6	Width of the passenger platform, in case, the bus bays are provided on both sides of the passenger platform	not less than 15.0 m.
7	Clear height of passenger concourse in the boarding area including boarding platforms	not less than 6.0m
8	Clear height of passenger concourse in the alighting area including alighting platforms	not less than 3.5m
9	Driveway width at the bus entry/exit gates	not less than 9.00 m
10	Minimum width of ramps for usage by passengers	not less than 3.75m
11	Minimum width of vehicular ramps leading to basement parking	not less than 4.50m

Sl. No.	Parameter	Minimum Requirement
12	Minimum width of ramps for buses	not less than 9.00m
13	Minimum width for interconnecting subways, in case they are provided	not less than 10.00m

✓ **Minimum Passenger Amenities Requirements**

a. The bus terminal shall consist of the various passenger amenities. These are to be in adequate number, located and designed for passenger convenience. The following passenger amenities are mandatory to be provided as part of the Bus Terminal Facility. All the passenger facilities shall be provided and maintained as per the best practices in modern bus terminals of similar traffic characteristics. The amenities shall include but not limited to the following:

1. Waiting Halls
2. WC for Ladies
3. WC for Gents
4. Urinal for Gents
5. Cloak Room
6. Parking Area
7. Drinking Water Chambers
8. Seating Arrangements
9. Dustbins
10. Canteen / Cafeteria
11. Kiosks (Not eateries or Dhabas and other General Shops)
12. Ramps for handicapped and Disabled people
13. Public Relations Office
14. Parcel Room
15. Wheel Chairs.

✓ **Passenger Amenities (on Commercial basis) within the Bus Terminal Facility**

- a. The Contractor shall develop passenger amenities (on commercial basis in the form of canteen / cafeteria) in the bus terminal in accordance with the volumetric constraints as provided herein for the commercial and finally fixed as per the approved plans. These passenger amenities shall be a part of the Bus Terminal Facility and shall be in compliance with the Applicable Laws and in accordance with the Technical Requirements in this behalf. The passenger amenities area development is to be done as per the technical specifications mentioned in the RFQ cum RFP document and good engineering practices.
- b. The range of passenger amenities (on commercial basis) that shall be developed by the Contractor shall include but not limited to the following:
 - 1. Restaurant/ Canteen
 - 2. Deluxe Waiting Halls
 - 3. Cloak Room
 - 4. Stationary / Book Shop / Newspaper Stand
 - 5. Chemists Shop
 - 6. Internet Café
 - 7. Phone/Fax Booths
 - 8. Bank ATM's
- c. The Contractor would ensure, by either planned allocation of space or control that any activity generated by commercial establishments, if any, should not hamper the bus terminal operations or people's movement in the passenger concourse area. The passenger amenities shall be well dispersed at appropriate locations in the bus terminal area.

✓ **Bus Terminal Parking Area**

- a. The parking area shall be integrated with the bus terminal such that there is easy accessibility for the passengers. The parking area shall be suitably segregated into lots for two-wheelers, cars, auto rickshaws and cycles.
- b. The parking area shall consist of drop in and drop off zones for the various private and IPT vehicles. In case of parking provision for intra-city buses, suitable bus bays shall be constructed near the alighting zone.
- c. All parking spaces shall be constructed with rigid pavement to withstand vehicle loads and forces due to frequent acceleration and deceleration of vehicles. Parking bays/lots shall have proper cross

slope and drainage. They shall be marked with paint as per the applicable codes to demarcate parking and circulation space.

✓ **Common Area and Facilities**

• **Water Supply Structures**

The Contractor shall provide adequate number of Water Storage and Supply Structures in the form of Over Head Water Storage and Under Ground Water Storage Tanks. These tanks shall be of adequate capacity to meet the peak hour requirements of the bus terminal and shall be designed and built as per relevant standards. Apart from meeting the user requirements, water storage shall be maintained for meeting the contingency requirements in case of fire or similar incidents.

The water supply distribution network shall be laid exclusively for the Bus Terminal Facilities. Separate water supply meters shall be installed for usage by Bus Terminal and Commercial Complex.

The Contractor shall provide adequate number of Sanitation structures along with proper flushing and cleaning arrangement.

• **Rain Water Harvesting Structures**

The Contractor shall mandatorily provide rain water harvesting system in the bus terminal. This shall consist of a properly designed network which shall be cleaned and maintained at all times.

• **Solid Waste Management System**

The Contractor shall provide adequate support facility for storage of solid waste at the bus terminal. The facility shall be a proper enclosure and should not be aesthetically unpleasant. All the solid waste from the bus terminal shall be collected and stored in this facility, before being taken for disposal by relevant authorities.

• **Communication System**

The Contractor shall provide a state-of-art communication system which shall primarily consist of telecommunication and networking equipments. These shall form the basic infrastructure for implementing the Management Information System in the bus terminal.

Different departments/maintenance staff of the Contractor should be accessible on call at all times. Preferably walky-talkies and wireless local loop phones shall be provided.

- **Landscaping Area**

No area/pocket in the bus terminal is to be left barren. Adequate landscaping shall be done in the Project Site Area. This area has to be suitably provided for improving the aesthetics of the bus terminal. The pockets shall be properly illuminated and railings of suitable type shall be provided to boundary the area. Landscaped area shall be provided as a buffer between the passenger concourse area and the commercial development component.

- ✓ **Electricity Supply & Illumination Standards**

An electric sub-station shall be separately provided for the bus terminal facility, open areas, multilevel car parking as well as the commercial complex. Separate electric meters shall be installed for usage by of the Commercial Complex.

Apart from the electric supply, in case of emergencies, there shall be provision for Standby Diesel Generator Sets of suitable capacity which shall be provided for the bus terminal facility, open areas, multilevel car parking as well as the commercial complex in a non-polluting manner for providing electricity to the terminal during power breakdowns and power cuts. The bus terminal shall be adequately lit as per the minimum approximate illumination standards prescribed. During night time common areas and facilities should be sufficiently illuminated to ensure visibility and safety to users. High mast lighting shall be provided to lit up the bus terminal area.

Table 3: Minimum Illumination Standards

Sr. No.	Project Component	Minimum Approximate Illumination (Lux)
1	Passenger Circulation Area	150
2	Administrative Office	150
3	Corridors	70
4	Restaurant	70
5	Cloakroom	100
6	Toilets	100
7	Waiting Halls	150
8	Parking Areas	
	(a) Surface Parking	50
	(b) Basement Parking	70
	(c) Ramp	70
9	Roofs	20
10	External Lighting	20

MULTI LEVEL CAR PARK

The total built of the Car Parking Facility is proposed to be approximately 24,880 Sq.m. Conventional Ramp based parking is to be used for Bus Terminal site for all the levels. The Parking Facility shall consist of structures and components as described below, which would co-exist with the approved development control norms.

Parking Structure Design Specifications

This sections details the structural design specifications for various types of parking systems. This shall form integral part of the development obligations of the Contractor and the Contractor shall have to comply with these specifications.

Table 4: Design of Parking Structure

Fixed Design Parameter	Permissible
Minimum dimension and weight of a car (General category) to be considered	Length – 5.00 m Width – 2.15m Height – 2.0m Weight – 1800kg
Minimum dimension and weight of a car (SUV category) to be considered	Length – 5.20m Width – 2.20m Height – 2.20m Weight - 2500 Kg
Required arrangement for convenient parking by physically challenged drivers (2% of total ECS capacity) will have to be provided.	

Table 5: Covenants for the Proposed Parking

S. No.	Item Description	Covenant
1	Depth of construction below ground	Should not exceed three basement levels
2	Height of parking without elevators	Should not exceed three floors
3	Height of each basement floor	Should not exceed 4.5 m
4	Space for calculating one ECS within parking structure	Not less than 30m ² per ECS for ground floor covered parking and 32m ² per

S. No.	Item Description	Covenant
		ECS for underground
5	Bay / slot dimension per car space	Not less than 5.0 m long and 2.5 m wide
	Air condition	Preferable but not mandatory. However, mechanical ventilation must be provided to permit a minimum of 15 air changes per hour for normal ventilation and 30 air changes per hour in case of fire or distress call.
6	Gradient of ramp	Not more than 1:8 with minimum transition space of 5 m at the start and termination of the ramp with gradient of 50% of the main ramp
7	Width of ramp	Minimum of 5.5 m width and only one way
8	Straight turning radius. Helical length turning radius Lot turning radius	Minimum 7.5 m Minimum 10 m Minimum 5.5 m
9	Carriageway of pavement for circulation space within parking facilities	Not less than 4.5 m, if one way, and not less than 6m if it is two ways flow

Minimum delay is caused to users of the parking facility and the maximum queue length at any of the entry area the facility shall not ideally exceed three cars, at any point of time, except under exceptional circumstances.

Entry and Exit Area Specifications

Location

Location of the Entry and Exit Areas and of the driveways along with their connection to the road system should be made properly.

Size

The Entry and Exit Areas must be sized to allow drivers to safely and comfortably drive in and out the vehicle. Turning radii and width of drive aisles and minimum clear width of Entry and Exit Area shall be designed according to the respective needs and leaving adequate space to the left and right of the car for passengers to leave / enter the car and in accordance with Applicable Codes.

Components

- a) CCTV cameras shall be installed inside the Entry and Exit Areas to ensure 24x7 monitoring of the parking facility. Cameras shall be installed to record digital photos of the physical condition of the car entering and exiting the premises. The images are also helpful to locate cars for drivers with a lost ticket and to validate damage claims as well as to detect any suspicious activity in the parking area.
- b) All Entry and Exit Areas must comply with disability requirements.
- c) The driveways for inbound and outbound traffic shall be designed to provide sufficient queuing spaces; simple visual signage and guidance shall clearly direct approaching traffic off the street and into the Entry and Exit Areas. Respective commands via a visual message centre shall be applied inside the Terminals for the drivers in such manner that an easy use of the system is possible.
- d) Inbound / outbound traffic crossing shall be prevented.
- e) As Entry and Exit Areas are the exchange station of the Parking Structure, special attention shall be directed to ease the “drive-in” and positioning of the car by the drivers (preferably by means of physical aids)
- f) The Ticketing Station or access system shall be located outside the Entry and Exit Areas on the right side of the inbound traffic.
- g) If the system has installed radio frequency access system, the readers shall have enough range to detect approaching vehicles from at least 9 meter outside of the Entry and Exit Areas.

Fire Safety/ Fire Fighting

- a) Fire safety measures as recommended in applicable codes shall be implemented.
- b) Construct the ‘Parking Facilities’ structure with non-combustible construction materials with a specified fire resistance. In addition, those portions of the facility used for the transport and / or storage shall have a finish of non-absorbent, non-combustible material.
- c) Contractor shall make all provisions in the construction as per the Relevant Fire Safety Act as well as take all measures as per the rules and regulations including guidelines from Central Government, State Government and drafted by the ULB and any agency appointed by the government on the subject.
- d) Sprinkler systems should be provided in the parking bays as per fire safety act.

Ventilation

- a) Areas accessible to the public / drivers shall be equipped with sufficient ventilation.

- b) Depending on the design of the Entry and Exit Areas, a ventilation of emissions may be required in that area.

Lighting/Accessibility for Maintenance

- a) Lighting in areas accessible to the drivers / public shall be properly illuminated.

Energy Efficient Building

- a) The Contractor shall ensure energy efficient buildings/ infrastructure and energy management and shall follow Energy Conservation Building Code (ECBC) design norms while executing the Works.

COMMERCIAL COMPLEX

The Minimum Commercial area to be developed shall be approximately 83,100 Sq. mt. which is the FAR area of the commercial and is exclusive of the basements. The Commercial Complex shall be built as per prevailing Development Control Regulations at the site.

Guidelines for Commercial Facilities Development:

The guidelines for commercial facilities development are:

1. Minimum conflict points related to the connectivity between the commercial development and the bus terminal facilities.
2. Separate access for bus terminal and commercial facilities development.
3. The design of the building shall result in a permanent civic architecture that contributes to its context. The design shall not only be a recognizable element of the Bus Terminal, but also shall be clearly an integral part of the neighborhood and community. The external components must be aesthetic and shall display modern architecture and concepts.
4. Elevators and Escalators- The Minimum number of elevators shall be 8 sets of 2 each (equivalent to 16 lifts with a minimum capacity of carrying 16 passenger each). The minimum number of escalators required is 6.
5. Air-conditioning- The Passenger Waiting areas, Ticketing areas, Restaurant, Canteen, Food Court as well as the Commercial areas on the Ground and First Floor shall be centrally air conditioned.

CONSTRUCTION STANDARDS

The Contractor shall follow National Building Codes for Purposes of Building Design & Specifications. For purposes of Road Work, relevant specifications of IRC and MORTH guidelines shall be followed.

All the items of work shall be executed as per CPWD specifications / relevant IS Codes and specifications. The design of facilities for the handicapped and the disabled people, like the toilets, bathrooms, ramps shall be designed as per the respective IS Codes. **Fly ash as per directives of the Central / State Government to be used wherever applicable.**

APPROVALS

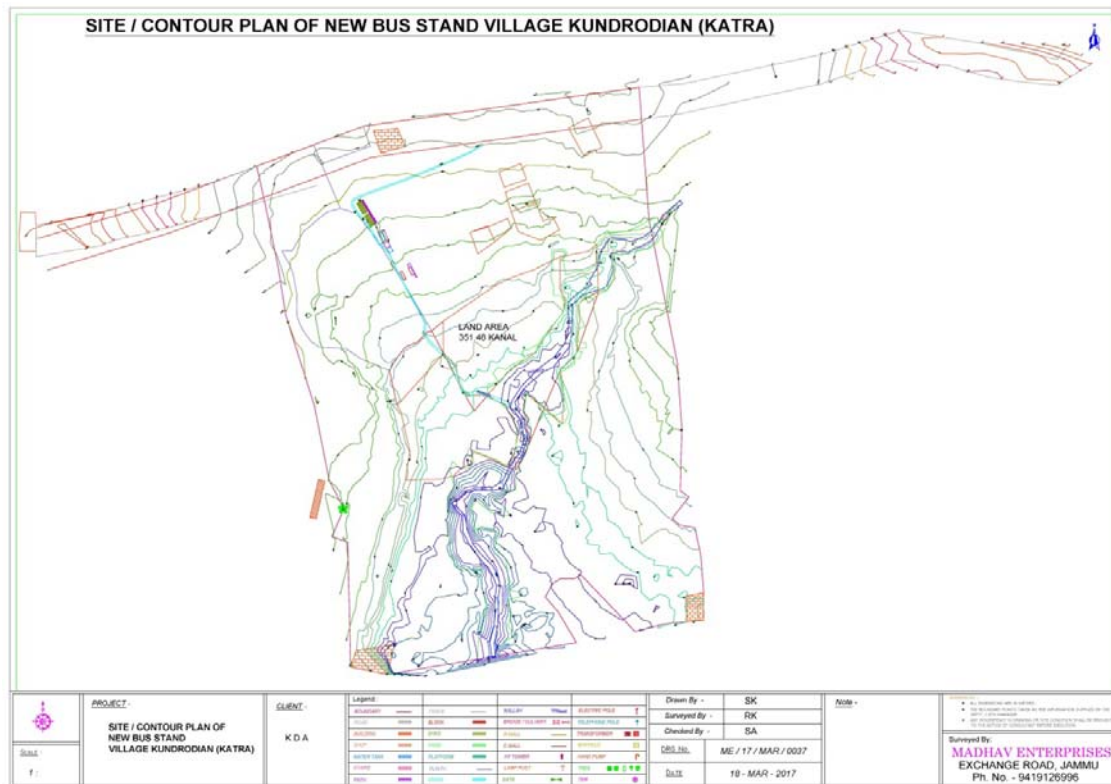
The Contractor shall be required to get the following approvals:

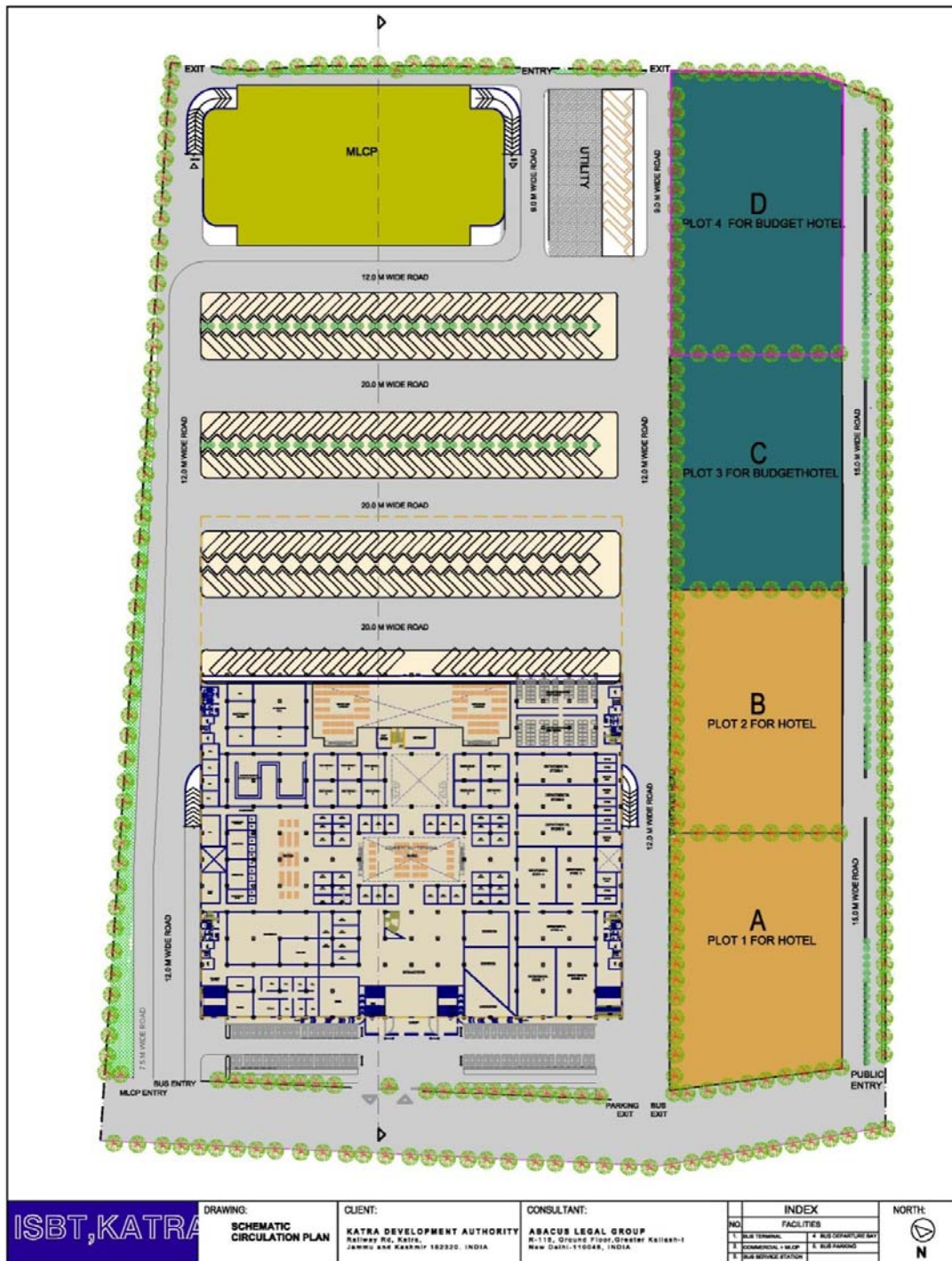
1. Final Design/Concept Plans approved from KDA. For this purpose, KDA shall appoint "Project Engineer" who shall be responsible for day to day monitoring of works by the Contractor.
2. Structural Designs Approval from IIT.
3. Detailed working drawings on the basis of which actual work is to be proceeded will be furnished by the Contractor to Project Engineer from time to time.
4. Getting approval of the Final Bill of Quantity from the Project Engineer. The decision of the Project Engineer shall be final in this respect.
5. Performance tests shall be carried out on all/any items of work as directed by the Project Engineer. Should any item fail to pass the tests, the Contractor shall be given opportunity to take corrective measures and have the same re-tested to the satisfaction of the Project Engineer, who may at his sole discretion order dismantling of the whole or part of the works done and order the Contractor to reconstruct the same. The cost of all these operations and materials shall be borne by the Contractor without any extra claim.

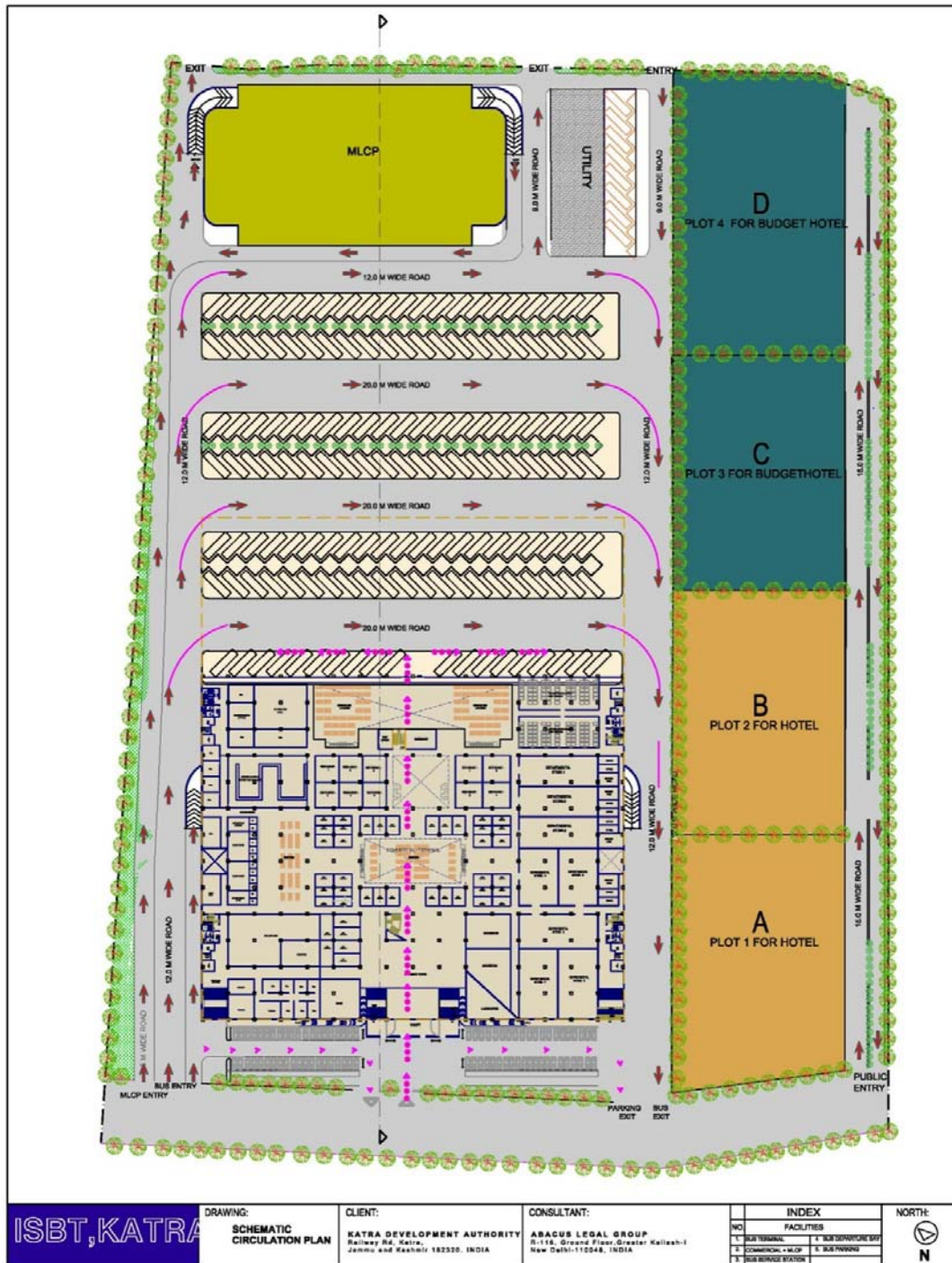
INDICATIVE SPECIFICATIONS

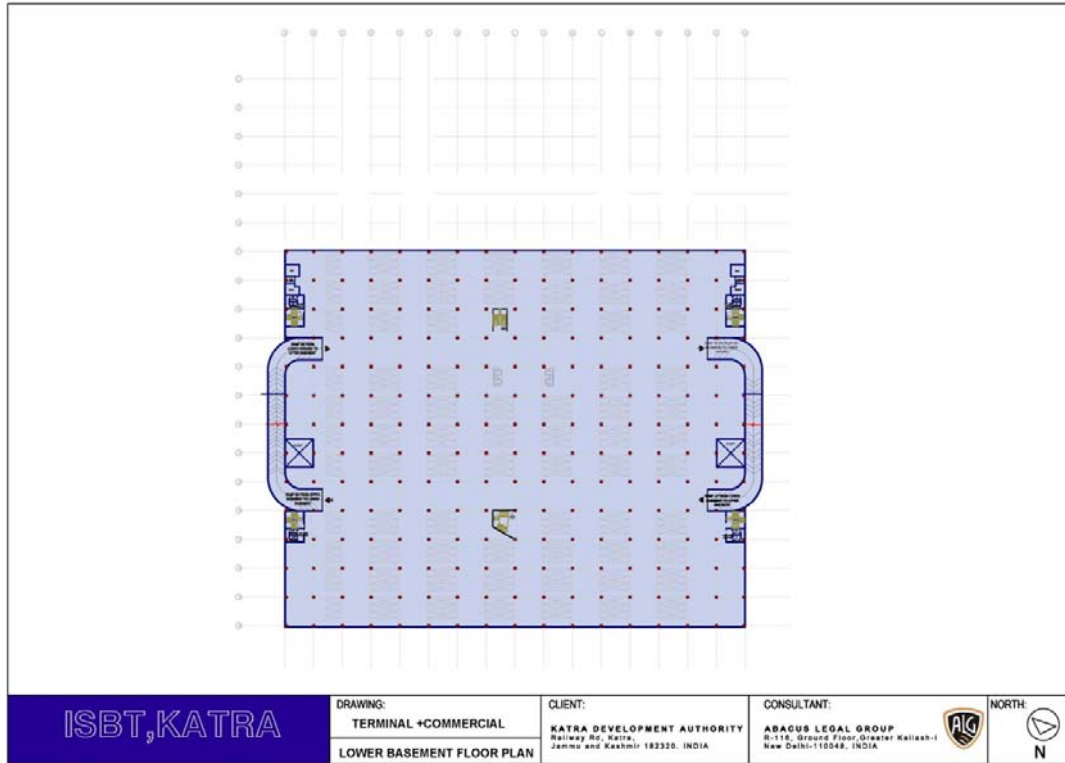
OFFICE AREA	Flooring – Vitrified Tiles: Kajaria/Bell/Orient Walls – POP punning with acrylic emulsion paint: Asian/Berger Ceiling – Oil Bound Distemper: Asian/Berger Door/Window – Anodised/ Powder Coated Aluminium Door/Window
TOILETS	Flooring – Anti skid Ceramic Tiles: Kajaria/Bell/Orient Walls – Ceramic Tiles on Walls: Kajaria/Bell/Orient Ceiling – Oil Bound Distemper: Asian/Berger Internal Door – PVC Doors Peripheral Door/ Windows - Anodised/ Powder Coated Aluminium Door/Window Fixtures – Approved Quality: Parko/Mark Jaguar Counters – Granite/Marble
COMMON AREAS - Flooring	Staircases – Granite/ Marble Stone Fire Staircases – Kota Stone Lift/ Lobby - Granite/ Marble Stone
COMMON AREAS - Walls	Walls – POP punning with acrylic emulsion paint: Asian/Berger Ceiling – Oil Bound Distemper: Asian/Berger
ELECTRICAL & COMMUNICATION	Concealed Copper Wiring : Kalinga/Polycab/National/Plaza Modular Switches: CPL/North West
FIRE PROTECTION WORKS	Fire Fighting Systems as per applicable NBCC Norm (Part IV and Part III):Kirloskar/Jindal/AUDCO/DSS/GETECH/ASE

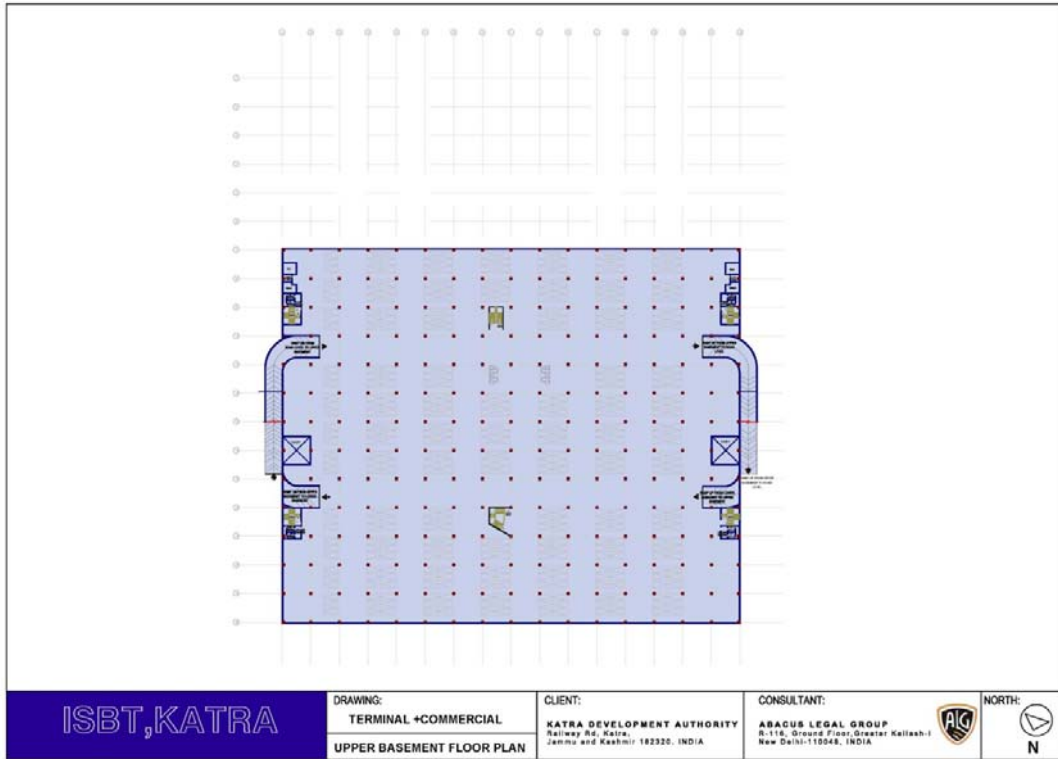
APPENDIX-IV: Indicative Concept Plan

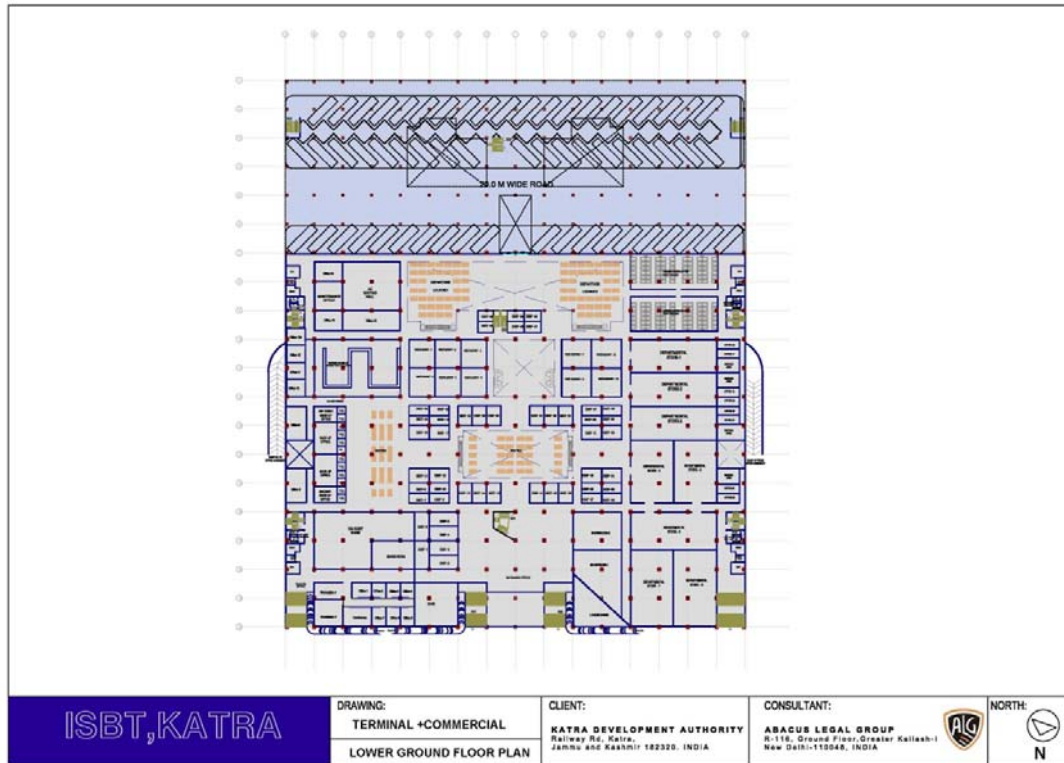




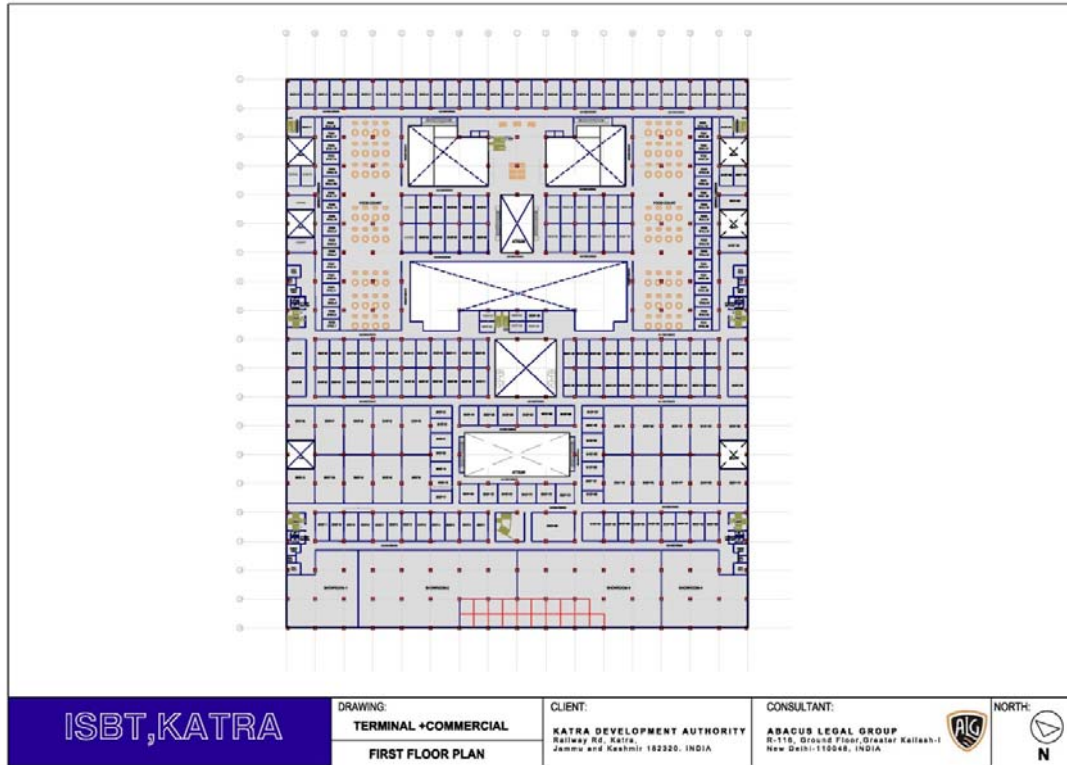


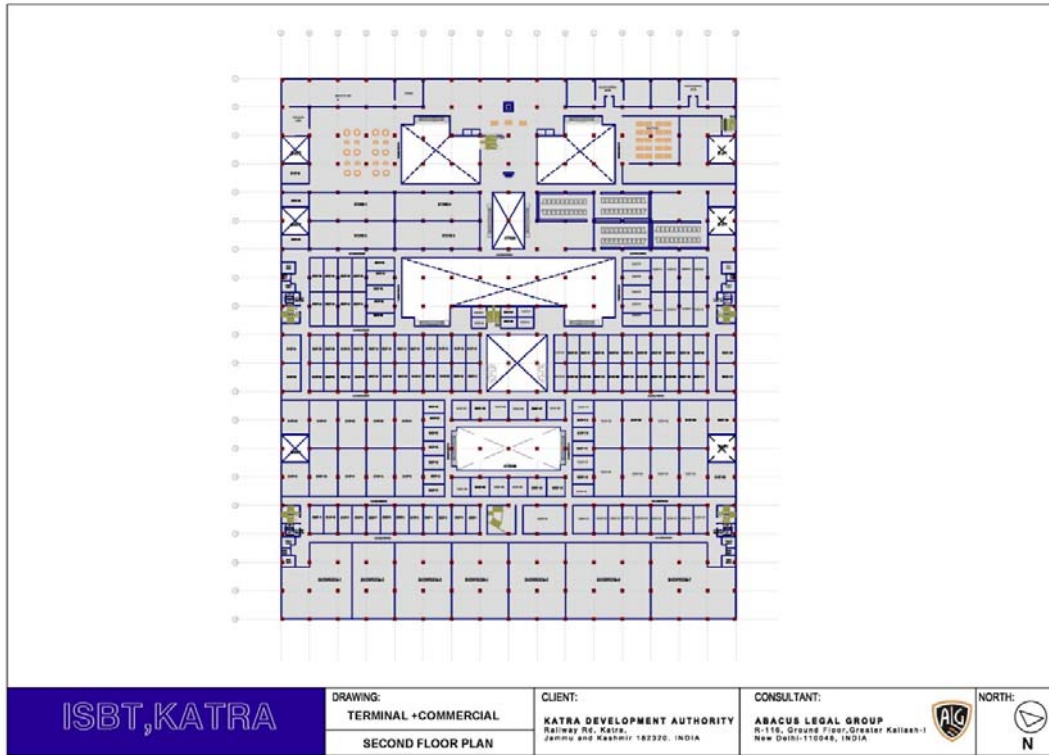


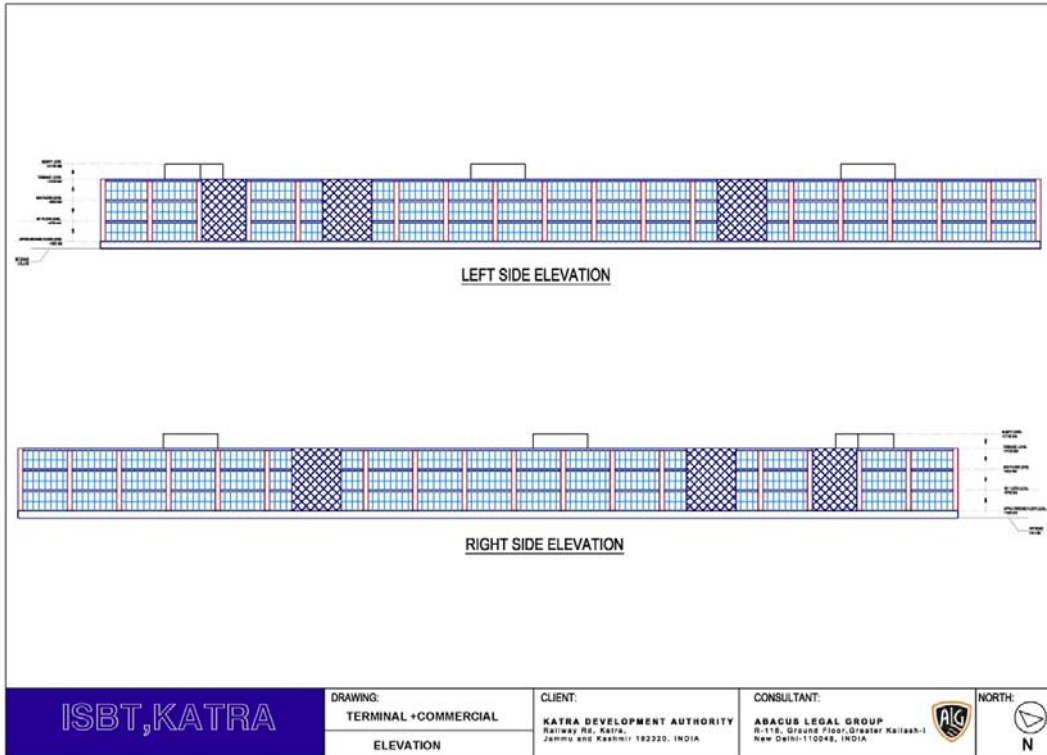


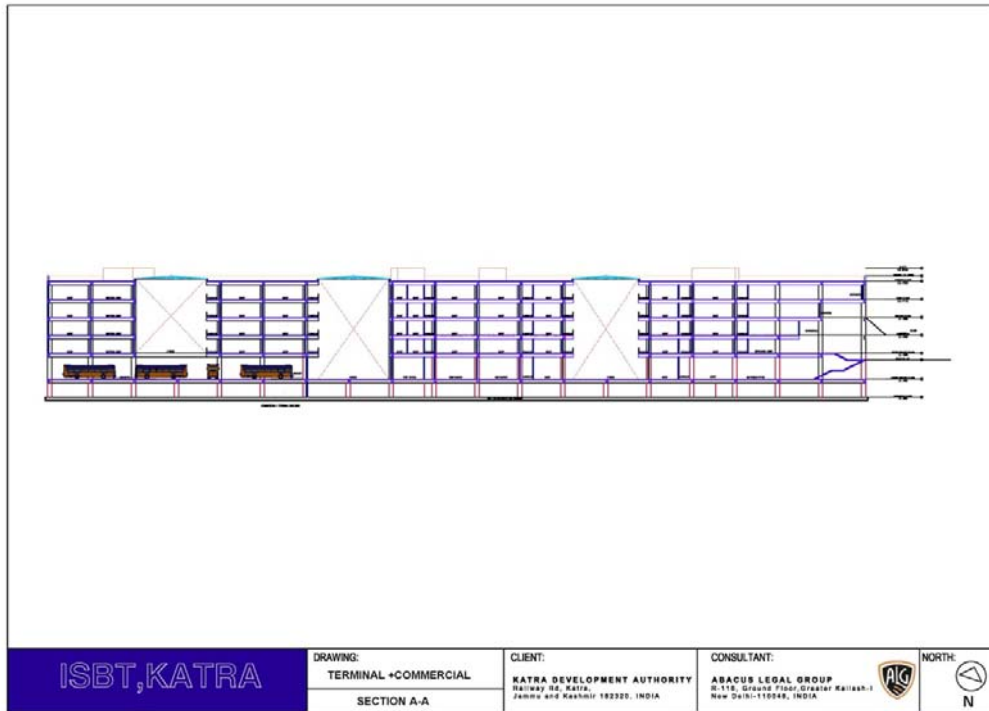


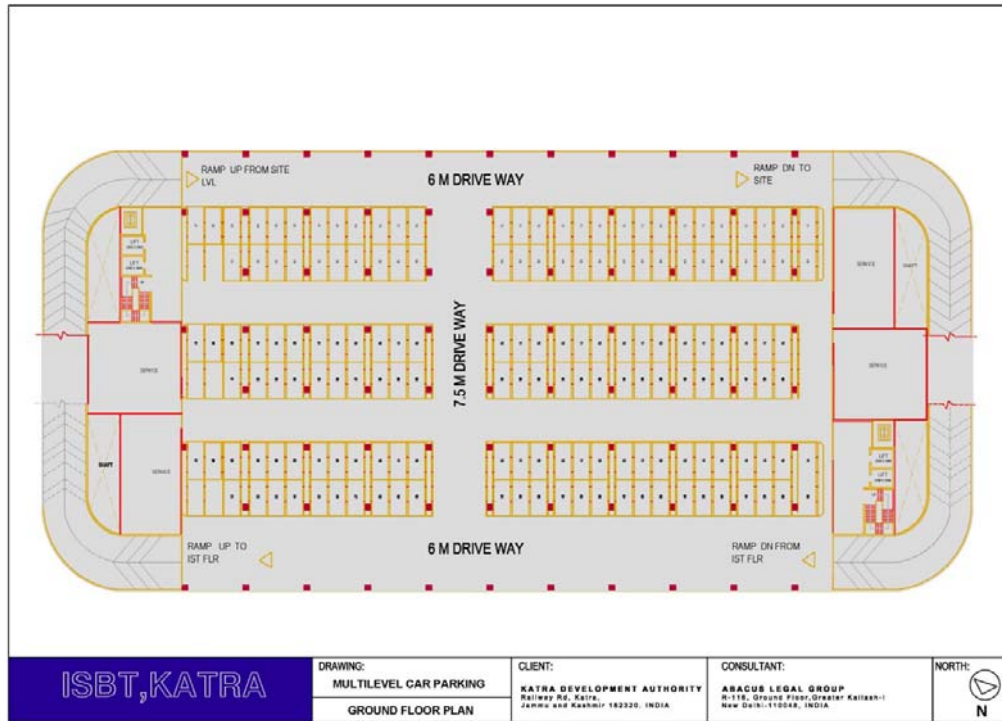


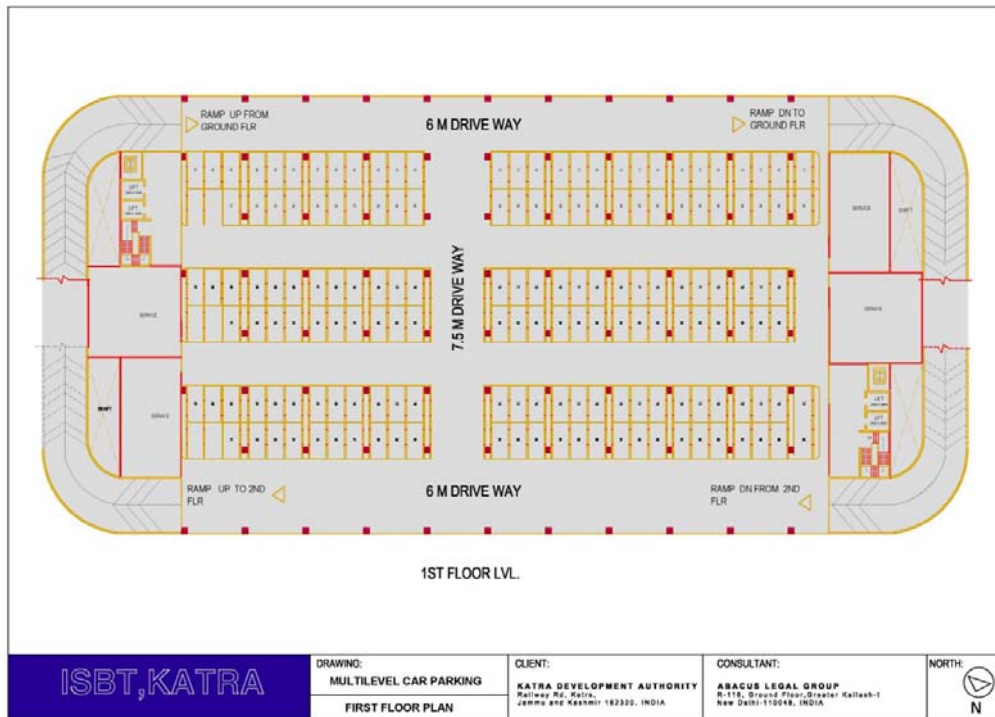


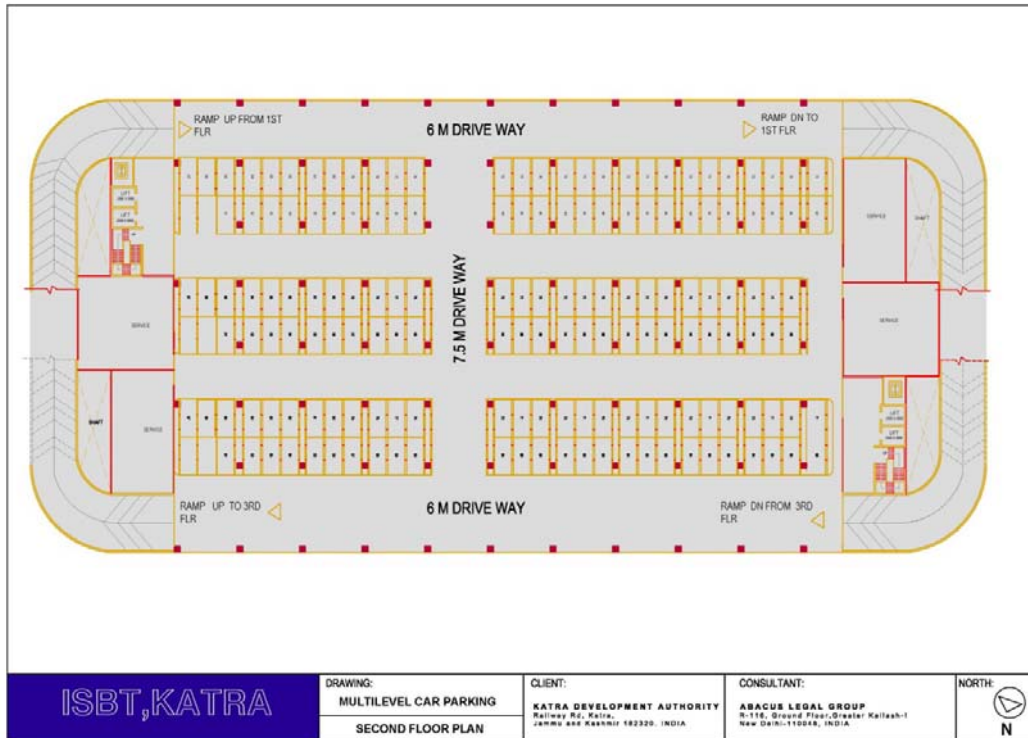


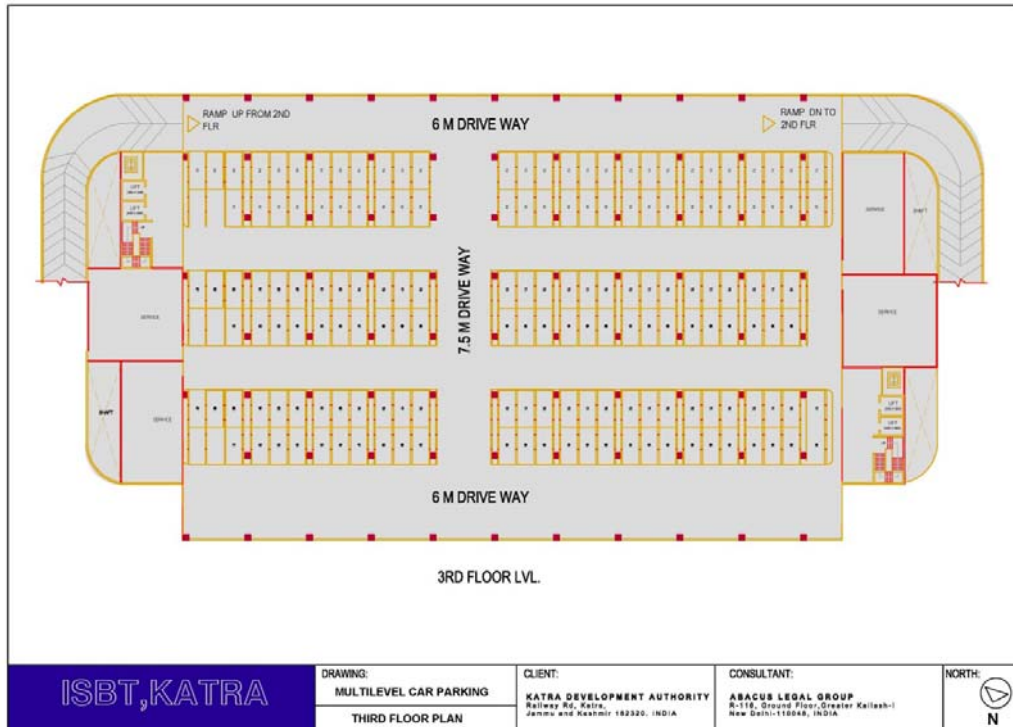


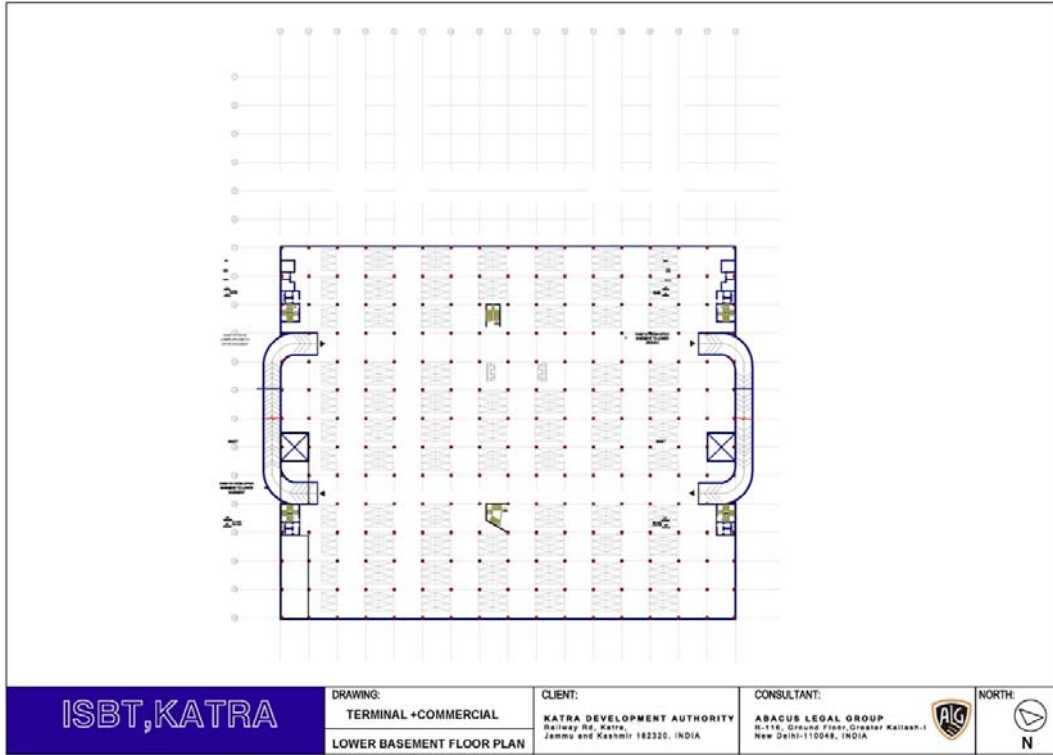


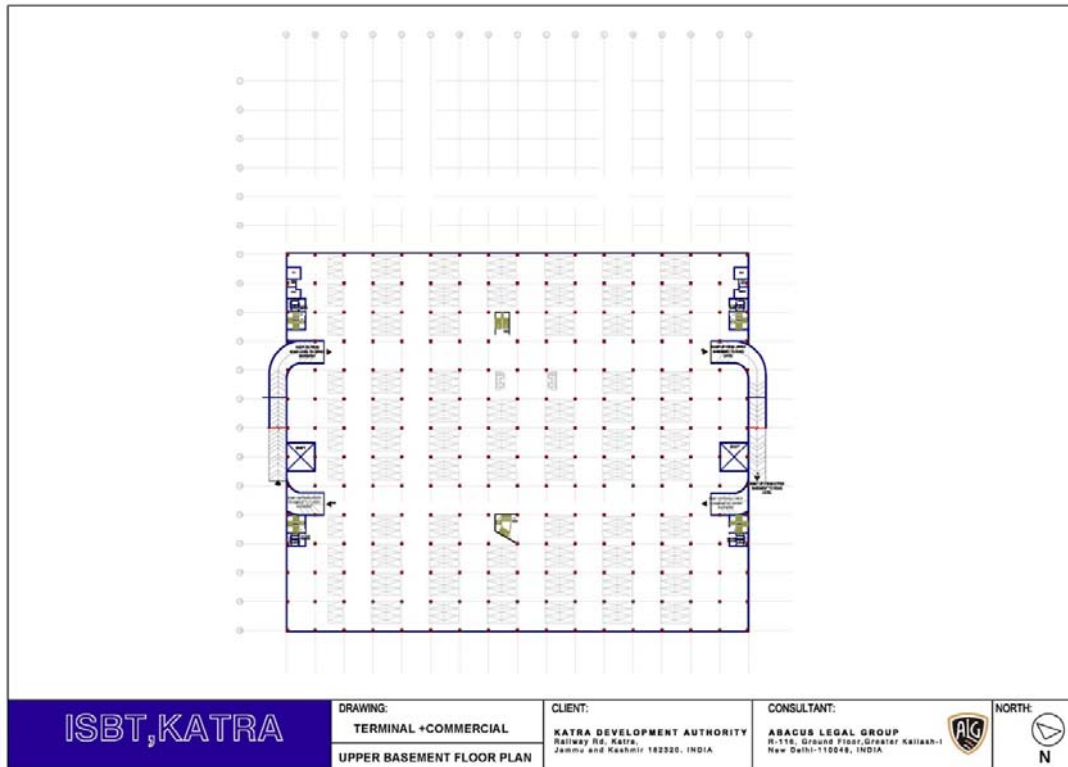


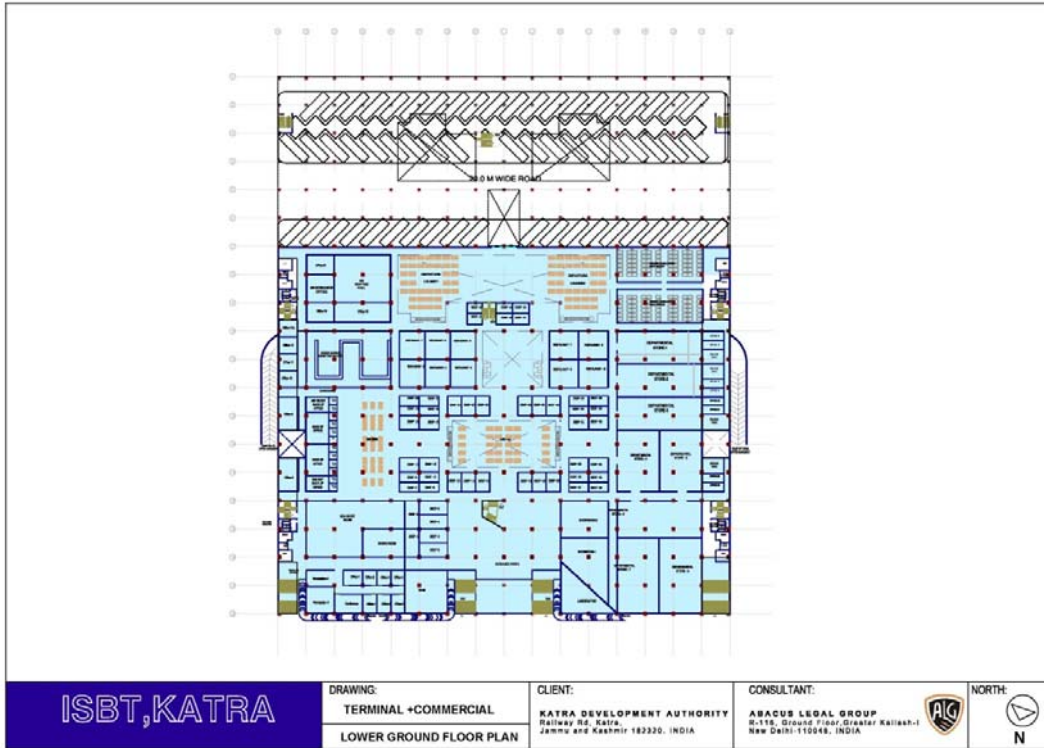


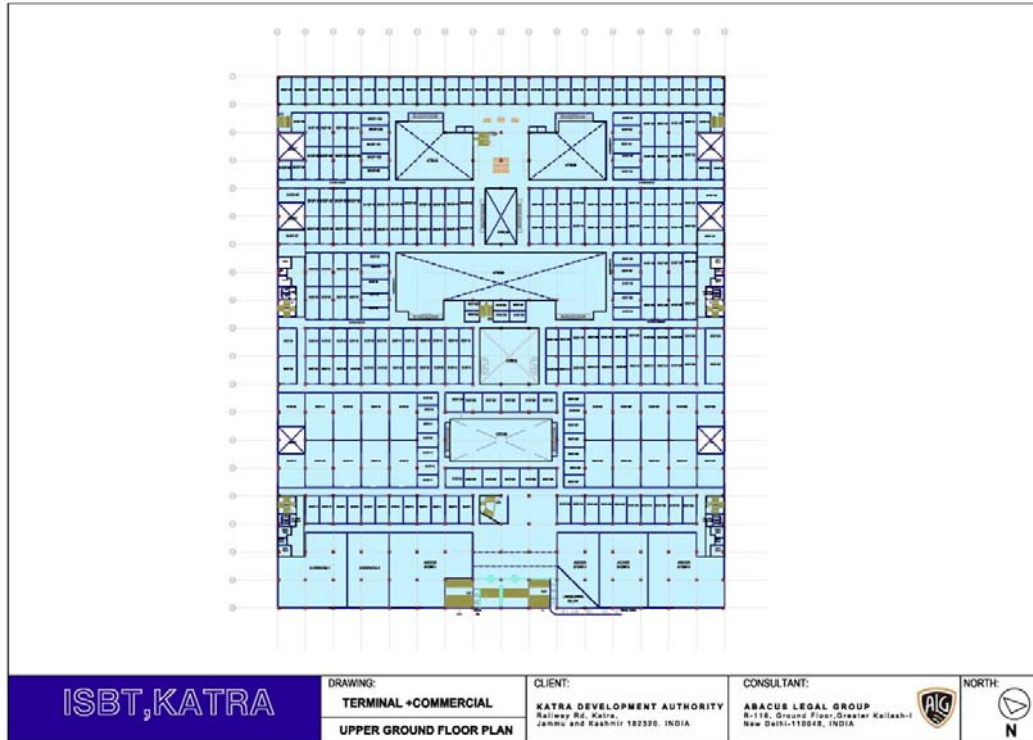


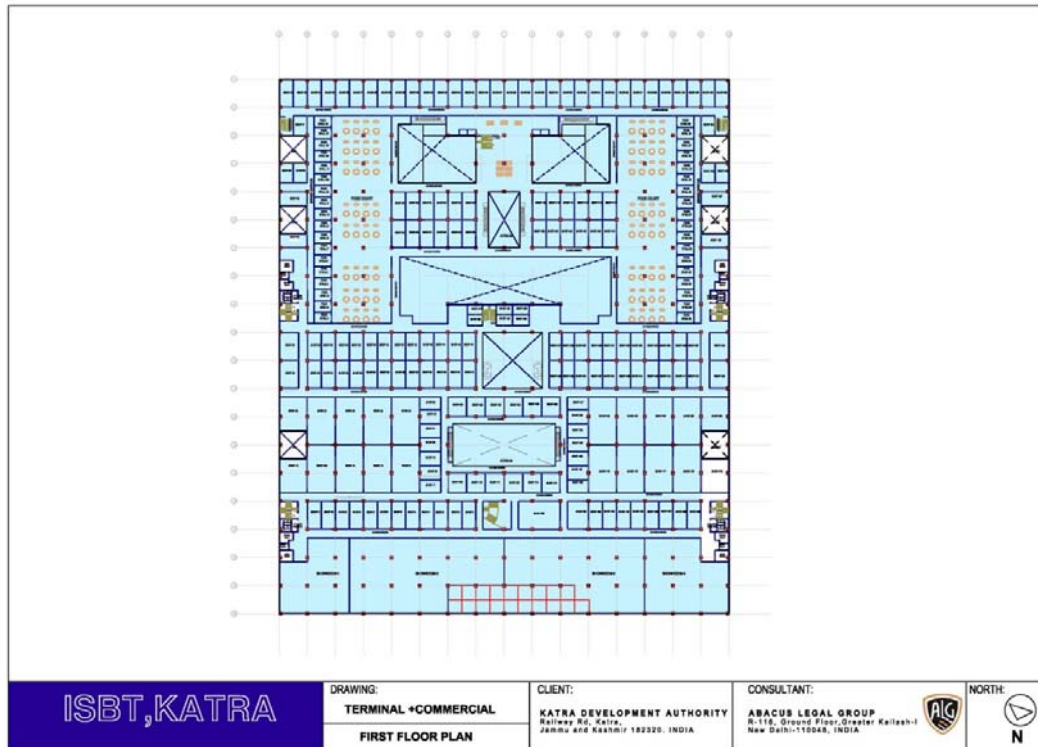


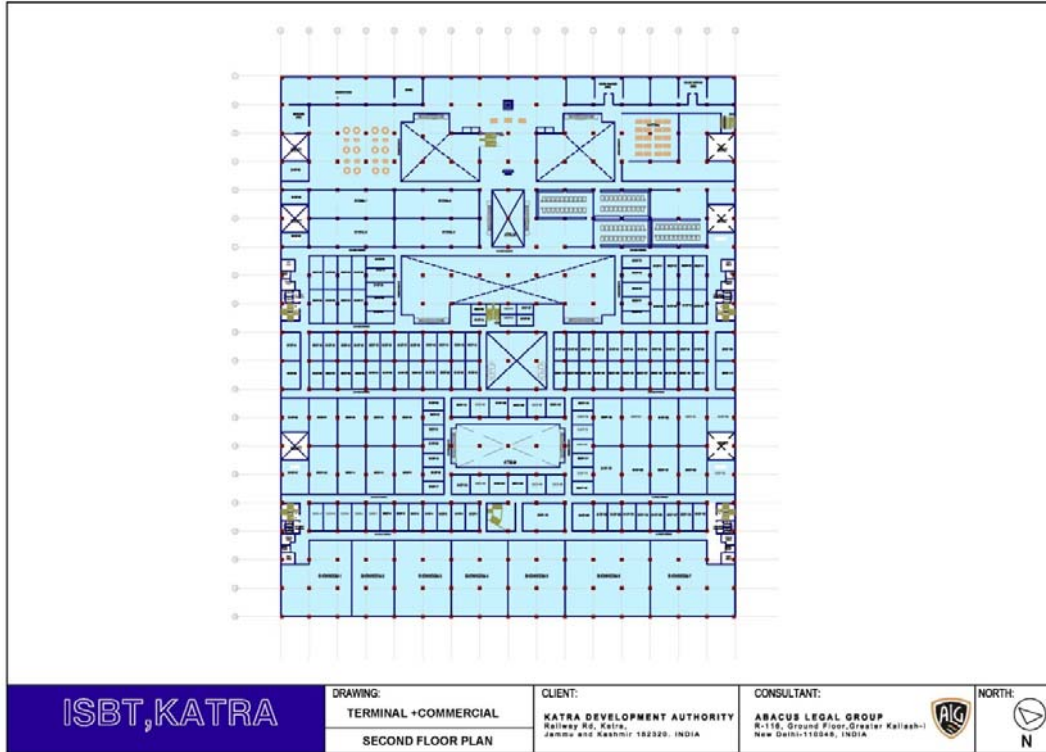















ISBT, KATRA	DRAWING:	CLIENT:	CONSULTANT:	NORTH:  N
	TERMINAL + COMMERCIAL SECTION A-A	KATRA DEVELOPMENT AUTHORITY Railway Rd, Katra, Jammu and Kashmir 182002, INDIA	ABACUS LEGAL GROUP B-118, Ground Floor, Greater Kailash-I New Delhi-110048, INDIA	

APPENDIX-V: Format for Anti-Collusion Certificate

Anti-Collusion Certificate

Sub: Design, Engineering, Procurement & Construction of Inter State Bus Terminal Cum Multilevel Car Parking Cum Commercial Complex at Katra on Turnkey Basis

We, (Name of the Bidder) undertake that, in competing for (and, if the award is made to us, in executing) the above subject contract, we will strictly observe the laws against fraud and corruption in force as may be applicable in the State of Jammu & Kashmir.

We hereby certify and confirm that in the preparation and submission of our Proposal, 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.

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 Proposal.

Dated thisDay of, 2018

.....

(Name of the Bidder)

.....

(Signature of the Bidder / Authorized Person)

.....

(Name of the Authorized Person)

APPENDIX-VI: Litigation History

Bidder shall provide information on any history of litigation or arbitration resulting from contracts executed with any Corporation /Customer(s)/ Government Agency including quasi-government bodies in India, in the last five years or currently pending under litigation/arbitration.

APPENDIX-VII: Format for Bid Security
Bank Guarantee for Bid Security

B.G. No.

Dated:

From:

[Name and Address of Bank/ Financial Institution]

To,

The Chief Executive Officer

Katra Development Authority,

Railway Rd, Katra, Jammu and Kashmir 182320

1. In consideration of you, Katra Development Authority (KDA), having its office at, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____ [a Company registered under provision of the Companies Act, 1913/1956/2013] and having its registered office at _____ (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its administrators, successors and assigns), for the Design, Engineering, Procurement & Construction of Inter State Bus Terminal Cum Multilevel Car Parking Cum Commercial Complex at Katra on Turnkey Basis (hereinafter referred to as “the Project”) pursuant to the RFQ cum RFP Document dated _____ issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as “Bidding Documents”), we [Name of the Bank] having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of the RFQ cum RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFQ cum RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. Crore (Rupees only) as bid security (hereinafter referred to as the “Bid Security”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder

if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid Validity Period as set-forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.Crore (Rupees only)

4. This Guarantee shall be irrevocable and unconditional and remain in full force for a period of 28 days beyond a period of 180 (one hundred and eighty) days from the Proposal Due Date inclusive of a claim period of 60 (sixty) days as defined in the RFQ cum RFP or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid Validity Period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have

the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid Validity Period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs.Crore (Rupees only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph

9 hereof, on or before [*** (indicate date falling 28 days beyond a period of 180 days after the Proposal Due Date)].

Signed and Delivered by _____Bank

By the hand of Mr./Ms _____, its _____and authorized official.

(Signature of the Authorized Signatory)
(Official Seal)

APPENDIX-VIII: Format for Performance Security

Performa for Bank Guarantee for Performance Security

B.G. No.

Dated:

From:

[Name and Address of Bank/ Financial Institution]

To,

The Chief Executive Officer

Katra Development Authority,

Railway Rd, Katra, Jammu and Kashmir 182320

1. In consideration of you, Katra Development Authority (KDA), having its office at, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to exempt _____ [a Company registered under provision of the Companies Act, 1913/1956/2013] and having its registered office at _____ hereinafter referred to as the “Contractor” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), from the demand under the terms and conditions of the EPC Agreement dated, entered into between KDA and the Contractor for the Design, Engineering, Procurement & Construction of Inter State Bus Terminal Cum Multilevel Car Parking Cum Commercial Complex at Katra on Turnkey Basis (hereinafter referred to as “the EPC Agreement”), of performance security for the due fulfillment by the said Contractor of the terms and conditions as contained in the said EPC Agreement on production of a Bank Guarantee of Rs. (Rupees), we [Name of the Bank] having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the “Bank”), at the request of the Contractor, do hereby in terms of the EPC Agreement, irrevocably, unconditionally and without reservation undertake to pay to KDA an amount not exceeding Rs. /-, as performance security (hereinafter referred to as the “Performance Security”), in the event of any loss or damage caused to or suffered or would be caused to or suffered by KDA by reason of any breach by the said Contractor of any of the terms or conditions contained in the said EPC Agreement and shall treat the said obligation as our primary obligation without any demur, reservation, recourse, contest or

protest and without reference to the Contractor if the Contractor shall fail to fulfill or comply with all or any of the terms and conditions contained in the said EPC Agreement.

2. Any such written demand made by the Authority stating that the Contractor is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the EPC Agreement shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Contractor or any other person and irrespective of whether the claim of the Authority is disputed by the Contractor or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Contractor to fulfill and comply with the terms and conditions contained in the EPC Agreement including failure of the said Contractor to keep its Performance Security valid at all time as per the terms of the EPC Agreement for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.Crore (Rupees only)

4. This Guarantee shall be irrevocable and unconditional and we, _____ lastly undertake not to revoke this guarantee during (indicate the name of bank)'s currency except with the previous consent of KDA in writing.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Contractor is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the EPC Agreement including, inter alia, the failure of the Contractor to keep its Performance Security valid at all time as per the terms of the EPC Agreement, and the decision of the Authority that the Contractor is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Contractor or the Bank or any absorption, merger or amalgamation of the Contractor or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions

contained in the said EPC Agreement or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said EPC Agreement by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions contained in the said EPC Agreement or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Contractor or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Contractor or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs.Crore (Rupees only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof.

Signed and Delivered by _____ Bank

By the hand of Mr./Ms _____, its _____ and authorized official.

(Signature of the Authorized Signatory)
(Official Seal)

Annex to Appendix VIII

Undertaking for Extension of Performance Security

“I, _____, Director (_____), of M/s _____, do hereby on solemn affirmation state as under: -

1. That the Letter of Award For “Design, Engineering, Procurement and Construction of Inter State Bus Terminal cum Multi Level Car Parking cum Commercial Complex at Katra on Turnkey Basis” has been issued in our favour by The Katra Development Authority Vide their Letter No.: - _____ Dated: - _____
2. That as per Tender Terms and Conditions of Project, a Performance Security by way of Bank Guarantee Amounting to Rs. _____ Crores (Rupees _____ only) is required to be furnished by us with Validity Period of Seven Years i.e., upto 00.00.0000.
3. That our Bank, M/s _____ has however expressed reservation to the effect that Performance Bank Guarantee can be issued for a Maximum Period of 5 (Five) Years and if the same needs to be extended, can thereafter be done well before expiry of the said 5 (Five) Years Period.
4. That in order to execute a Contract with Katra Development Authority, We undertake to extend Validity of the Performance Bank Guarantee well before expiry of the same and the arrangement will be as under and it will be furnished in following manner: -
 - a. The Performance Bank Guarantee will be furnished in first instance for a Period of 5 (Five) Years;
 - b. In order to meet the requirement of Katra Development Authority, the Validity of the same shall be extended well before 23rd Month for another Two Years so as to make it Valid for a total of 7 (Seven) Years Period.

- c. In the eventuality of our failing to extend the Validity of the Performance Bank Guarantee for a total of 7 (Seven) Years, the Drawing and Disbursement Officer (DDO) of Katra Development Authority will be within his right to retain an equivalent amount of Rs. Crores (Rupees only) out of the Payment that may become due/payable to us or take any appropriate action as may be necessary to secure the extension of the said Performance Bank Guarantee.”
- d. That I am duly authorized to furnish this undertaking to the Katra Development Authority on behalf of M/s, by way of Board Resolution dated, a copy of which is enclosed herewith.

Sign:

Name:

Designation:

APPENDIX-IX: Technical Presentation Format

The Bidders are expected to submit detailed presentation for the following Technical Contents (Total Marks: 100) for the Project:

S. No.	Contents	Max. Marks	Min. Marks Needed	Marks Obtained
1.	Concept Stage a) Design Concept & Innovation b) Planning Orientation and c) Activity Pattern	30	25	
2.	A) Green Building Technologies Adopted B) Material ad-vocation and Sensitivity to Environment	15	10	
3.	a) Quality Assurance and Quality Control b) ITPS (Inspection Test Plan)	20	12.5	
4.	Methodology of Work and Construction Techniques Adopted	25	17.5	
5.	Ornogram, Manpower Histograms and Site Occupational Health and Safety (OHS)	10	5	
	TOTAL	100	70	

APPENDIX-X: Financial Proposal for the Project
(name here)

ORIGINAL

Date:

To,

The Chief Executive Officer
Katra Development Authority
Railway Rd, Katra, Jammu and Kashmir 182320

Sub: Design, Engineering, Procurement & Construction of Inter State Bus Terminal Cum Multilevel Car Parking Cum Commercial Complex at Katra on Turnkey Basis

Ref: Your Notification No. _____ dated _____

Sir/Madam,

Having gone through the RFQ cum RFP document datedand having fully understood the Scope of Work for the Project as set out by KDA in the RFQ cum RFP, we are pleased to inform that we would charge the following fee:

S. No.	Particulars	Amount in Figure	Amount in Words
1.	Lump Sum Fixed Charge for Design, Engineering Procurement and Construction of Inter State Bus Terminal cum Multilevel Car Parking cum Commercial Complex at Katra on Turnkey Basis		

We have reviewed all the terms and conditions of the RFQ cum RFP including the Bidding Documents and would undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be, no deviations from the stated terms in the RFQ cum RFP Document.

Yours faithfully,

For and on behalf of (Name of Bidder)

Common Seal and Rubber Stamp of the Bidder

Duly signed by the Authorized Signatory of the Bidder

(Name, Designation and Address of the Authorized Signatory)