



JODHPUR DEVELOPMENT AUTHORITY
OPPOSITE RAILWAY HOSPITAL RAILWAY HOSPITAL ROAD, RATANADA,
JODHPUR, RAJASTHAN 342001



VOLUME – 1 INSTRUCTIONS TO BIDDERS

Development of proposed Rajmata Vijya Raje Scindiya International Convention & Habitat Centre (Community) with all related allied facilities and supported by world-class Infrastructure at Vivek Vihar Yojana for Jodhpur Development Authority on PPP module

JAG DESIGNERS PVT. LTD.
(JAY AMBE GROUP)
SINCE 1989 ISO CERTIFIED 9001 : 2008



CORPORATE HOUSE :
"JAY AMBE HOUSE", 4, SUMANGALAM SOCIETY, OPP. DRIVE IN CINEMA, B/H. CAFÉ COFFEE DAY, BODAKDEV, AHMEDABAD-380054.
CONTACT NO. : 09099902227, 09879097499, 09925280775
EMAIL ID : INFO@JAYAMBEDESIGNERS.COM WEBSITE WWW.JAYAMBEDESIGNERS.COM



DISCLAIMER

The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidders or any interested party, whether verbally or in documentary form by or on behalf of Jodhpur Development Authority (JoDA) or any of its representatives, employees, consultants or advisors is provided to Bidder(s) on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP contains brief information about the project i.e. "Planning, Designing, Financing, Construction, Marketing, Operation and Maintenance of the proposed Raj Mata Vijya Raje Scindiya International Convention & Habitat Centre (Community) with all related facilities and supported by world class Infrastructure at Vivek Vihar Yojana, Jodhpur, Rajasthan on PPP format" (the "Project") by a private participant, (the Preferred Bidder) to be selected through a competitive bidding process. The purpose of this RFP is to provide the interested parties / Bidders with information that may be useful to them in the formulation of their Bids (including Price Bids) pursuant to this RFP and for no other purpose.

This RFP document is not an Agreement and is not an offer or invitation to any party. The RFP document is merely informative in nature creating no obligation whatsoever on JoDA. The terms on which the Project is to be developed and the rights of the Preferred Bidder shall be set out in a separate Authorization Agreement to be entered into amongst the Concessionaire, Preferred Bidder and JoDA/ the Grantor. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons and it is not possible for JoDA and their employees, representatives, consultants or advisors to consider the investment objectives, financial situation and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed Project than others. Each recipient must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein that may appear in this RFP and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regimes which apply thereto and by and all matters pertinent to the proposed project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.

JoDA and its employees, representatives, consultants and advisors make no representation or warranty and shall incur no liability under the Law of Contract, the Principles of Restitution or unjust enrichment or otherwise for any loss, expense or damage, accuracy, reliability or completeness of the RFP document, which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the Project, the information and any other information supplied by or on behalf of JoDA or their employees, any consultants or otherwise arising in any way from the selection process for the Project. Neither the information in this RFP nor any other written or oral information in relation to the bidding process for implementing the Project or otherwise is intended to form the basis of or the inducement for any investment activity or any decision to enter into any contract or arrangement in relation to the Project and should not be relied as such.

JoDA and its advisors / consultants / representatives/ employees accept no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP.

Volume I: Instructions To Bidders

JoDA and also its advisors / consultants / representatives / employees may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, data, statements, assessment or assumptions contained in this RFP or change the evaluation or eligibility criteria at any time or annul the entire Bidding Process.

The issue of this RFP does not imply that JoDA is bound to select a Bidder or to appoint the Preferred Bidder, as the case may be, for the Project and JoDA reserves the right to reject all or any of the Bidders or Bids at any stage of the bidding process without assigning any reason whatsoever including the right to cancel or annul the bidding process at any time, without incurring any liability or being accountable to any person(s) in any manner whatsoever.

The possession or use of this RFP in any manner contrary to any law applicable in India is expressly prohibited. The Bidders shall themselves inform and shall observe any applicable legal requirement. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial or tax advice.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, expenses associated with any demonstrations or presentations which may be required by JoDA or any other costs incurred in connection with or relating to its Bid including costs relating to submission and maintenance of various fees, undertakings and guarantees required pursuant to this RFP and also any cost relating to updating, modifying or re-submitting its Bid pursuant to the RFP being updated, supplemented or amended by JoDA. All such costs and expenses will be incurred and borne by the Bidder and JoDA along with its advisors or consultants shall not be liable in any manner whatsoever for the same, regardless of the conduct or outcome of the bidding process.

JoDA may in its absolute discretion, but without being under any obligation to do so, amend or supplement the information in this RFP document. The information that JoDA is in a position to furnish is limited to this RFP along with any amendments / clarifications thereon.

Mere submission of a responsive Bid does not ensure selection of the Bidder as Preferred Bidder.

The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee/ advisor/ representative of JoDA or to any other person in a position to influence the decision of JoDA for showing any favour in relation to this RFP or any other contract, shall render the Bidder to such liability / penalty as JoDA may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.

Laws of the Republic of India are applicable to this RFP.

The RFP is solely for the implementation of the Project to be undertaken in accordance with this RFP on the Project Site, the owner of which is and shall always be JoDA and the land shall always be deemed to be in the actual exclusive possession of JoDA unless otherwise expressly

Volume I: Instructions To Bidders

stated in the RFP. The Preferred Bidder shall only be authorised to make use of the land to implement the Project and the land on which the proposed Project is to be undertaken shall in no way be deemed to be transferred by any mode to the Preferred Bidder except the land parcel on which residential/villa components of the project would be developed (which shall be subject to conditions incorporated in the RFP). Any attempt to transfer the land by any mode other than specifically provided for in the Authorization Agreement shall be treated as malfeasance and in that event the Authorization Agreement shall be terminated forthwith without any notice and reason and JoDA shall resume the land together with all structures and forfeit the Bid Security / Construction Performance Security/Operation & Maintenance Performance Security, as the case may be, without any prejudice to any action taken as per law.

1. INVITATION TO BIDS

To

Sir,

Jodhpur Development Authority (**the “Authority” or “JoDA”**), was constituted through Jodhpur Development Authority Act, 1982 (Act. 25). It functions under the Department of Urban Development and Housing, Government of Rajasthan. Basic objective of setting up JoDA was to ensure a planned, holistic and inclusive development of Jodhpur (which is fast emerging as a metropolitan city) as also to create basic infrastructure to meet the needs of the people keeping in view the likely future growth in population and the consequent expansion of city.

JoDA is committed to developing and implementing policies and schemes which are beneficial to the citizens of Jodhpur. It is consistently striving to take Jodhpur at higher levels of progress. Jodhpur is one of the most well-planned cities of its times and planned development has always been central to its ideology.

1. JoDA in consultation with the State Government has decided to develop a International Convention & Habitat Centre (Community) to position Jodhpur as a MICE (Meetings, Incentives, Conference & Exhibition) Tourism Hub of Northern India. JoDA has earmarked a land parcel admeasuring 38.5 bighas (appx 62500 sqm) for the development of the Project. The Preferred Bidder has to incorporate a Special Purpose Vehicle (the Concessionaire) for planning, designing, financing, construction, marketing, operation and maintenance of the Project. Out of a total area of 38.5 bighas (appx 62500 sqm)of the Project, for convention Community, exhibition space & hotel, Habitat center, etc. which the Concessionaire has to plan, design, finance, construct, market, operate and maintain during the All Project Facilities Authorization Period. The Project is proposed to be developed on Public Private Partnership (PPP) format. The site is located at Vivek Vihar Scheme in Jodhpur. It is around north-east of Jodhpur towards Jaipur and on Jaipur Jaisalmer road, **15 kms** from the Jodhpur Railway station, **12kms** from Jodhpur Bus Depot and is about **17 kms** from the Jodhpur International Airport. The site falls within the jurisdiction of JO.DA. Considering the location of the site as delineated above, it has high potential for development of a Convention Community and Habitat Center(CC & HC).

2. M/s JAG Designers Pvt. Ltd., has been appointed as Project Consultant to JODAfor Project Development, Project Structuring / Monitoring and Bid Process Management leading for selection of a Developer to implement the Project.

The Project comprises of main components:

- The Mandatory Development Obligations;

These are further explained in details hereunder:

A. Mandatory Development Obligations (or “MDOs”)

The Preferred Bidder would be mandatorily required to undertake development of various components, within a specified time schedule, as detailed below:

Volume I: Instructions To Bidders

MINIMUM INDICATIVE AREA PROGRAMME (Developer is free to program of convention centre as per his requirements. These are guide lines only)

| AREA PROGRAMMING FOR GUIDE LINES | | | | | | |
|----------------------------------|---|------|--------------|----------------|-----------------|------------------------------|
| Sr. | Description of Area | Nos. | Capacity pcs | Total Capacity | SQ.M PER/PCS/No | Minimum Area Required IN SQM |
| A | Convention Centre | | 3600 | | | |
| 1 | Central Admin with Reception | | 45 | | 2 | 90 |
| 2 | entrance plaza | | | 3600 | 0.36 | 1296 |
| 3 | waiting/ lounge | | | 3600 | 0.36 | 1296 |
| 4 | Pre function areas | | | 3600 | 0.18 | 648 |
| 4 | Lobby | | | 3600 | 0.27 | 972 |
| 5 | utilities (toilets) | | 3600 | 3600 | 0.18 | 648 |
| 7 | Store | | | | | 0 |
| 8 | Auditorium | 1 | 1250 | 1250 | 3 | 4500 |
| 9 | Multipurpose Hall / Banquet Hall | 1 | 1050 | 1050 | 2.25 | 1800 |
| 10 | Concert Hall | 1 | 500 | 500 | 1.5 | 750 |
| 11 | Seminar Hall (4 nos) | 4 | 100 | 400 | 2 | 800 |
| 12 | Meeting / Board rooms (4nos) | 5 | 80 | 400 | 2 | 800 |
| 13 | Service area | | LUMP SUM | | | 200 |
| 14 | Sales offices | | LUMP SUM | | | 100 |
| 15 | Business Development office | | LUMP SUM | | | 100 |
| | Total | | | | | 13840 |
| | 20% of total BUA for Circulations like Lifts/ corridors/staircase | | | | | 2768 |
| A | Total area required for Convention Centre with 3600 capacities as detailed above | | | | | 16680 |
| B | Exhibition & Museum Centre (Art & Craft) | | | | | 1800 |
| C | Back of House Kitchen facilities for Convention Centre with store | | | | | 800 |
| D | Recreational Activity Centre | | | | | 630 |
| E | Theme based restaurant backed by kitchen and storage | 1 | 300 | 300 | 3.6 | 1080 |
| | Pool side theme based restaurant | 1 | 200 | 200 | 3.6 | 720 |
| F | SPA CENTRE | | | | | 180 |
| G | GYM Facility Centre with Indoor sports | | | | | 900 |
| H | Star rated Accommodation facilities | | | | | |
| | Entrance lounge | | | | | 150 |
| | Reception/ lobby | | | | | 45 |

Volume I: Instructions To Bidders

| | | | | | | |
|----------|--|-----|-----|--------------|------------|------------------|
| | Sales office | | | | | 81 |
| | Admin | | | | | 45 |
| | Lounge level Café | | | | | 100 |
| | Cyber café | | | | | 90 |
| | Business Centre | | | | | 100 |
| | Hotel rooms | 282 | 1 | 282 | 54 | 15228 |
| | Suites | 18 | 1 | 18 | 90 | 1620 |
| | Back of house for Hotel | 1 | 300 | 300 | 9 | 2700 |
| | Total Area of “ H “ | | | | | 17459 |
| | 15% circulation/ corridor/lifts etc. of BUA of H | | | | | 2618.85 |
| | TOTAL AREA FOR HOTEL FACILITIES | | | | | 20077.85 |
| I | Swimming pool with all facilities @ Second floor | | | | | 800 |
| | Changing rooms and shower spaces | 2 | 100 | 200 | 1 | 200 |
| | Total of Convention and Hotel | | | | | 1000 |
| J | GRAND TOTAL (A to I) | | | | | 43795.85 |
| K | 2- Tier Basement Parking for 1000 car parks | | | | | 36000 |
| L | Total Plot AREA | | | 62500 | sqm | 38.5 high |
| M | Proposed Habitat City Centre which includes : 1.Ground level Retail outlets, Public spaces, 2.Food courts, Gaming zone, 3.Movie Magic (5 screens), 4.Business hub, 5.studio apartment, plaza, etc. G+5 storied structure WITH basement parking | | | | | |
| | | | | | | 36000 |

3.

Notice Inviting e-Bids

Nit No. :- Executive Engineer South/02/2018-19

To implement the Project, JoDA here by invites e-Bids comprising Technical and Financial Bid from Interested and Experienced Bidders for Planning, Designing, Financing, Construction, Marketing, Operation and Maintenance of the Development of Raj Mata Vijya Raje Scindiya International Convention & Habitat Centre (Community) with all related facilities and supported by world class Infrastructure at Vivek Vihar Yojana, Jodhpur on PPP Mode

Details of e-Bids are summarized as under:

| | |
|---|--|
| Name & Address of procuring entity (the "Procuring Entity") | Name: The Commissioner, Jodhpur Development Authority, Jodhpur Address: JoDA office , Opp: Railway Hospital, Ratnada, Jodhpur |
| Name & Address of Project Officer in-charge & Project Consultant | Designation: Executive Engineer (south), Jodhpur Development Authority, Jodhpur Address: JoDA office, Opp: Railway Hospital, Ratnada, Jodhpur Mobile No.: +919799042109 Phone No.: +91291 2656356 Email: jda.jodhpur@yahoo.com Project Consultant : JAG Designers Pvt. Ltd. (Jay Ambe Group) Ahmedabad. Name of Contact Person : Dr. Paresh M. Upadhyay (CMD) Contact Mobile no : +91-9879097499. URL : www.jayambedesigners.com Email : paresh@jayambedesigners.com |
| Subject Matter of Procurement | Selection of a private developer for Planning, Designing, Financing, Construction, Marketing, Operation and Maintenance of the proposed Convention Community & Habitat Center through a special purpose company (the Concessionaire) on PPP mode. The authorization period for Facilities shall be 60 (sixty) years from the Construction Completion Date. After completion of authorization period (60 years) for Operation and Maintenance modality will be decided by the JoDA and the developer with mutual consent. If mutual consent does not happen JoDA have a right to invite fresh bid for O&M and entire project will be automatically transferred to JoDA. |
| Bid Procedure | Three- Envelop Bidding online e-Bid procedure at http://eproc.rajasthan.gov.in |
| Project Bid Evaluation Criteria (Selection Method) | Net Present Value (NPV) of the following amount as per the offer of the Bidder shall be evaluated: Total Annual Premium (Reserve Annual Premium + Additional Annual Premium) payable for the entire Commercial Project Authorization Period of 60 years starting after 36 months after Compliance Date with escalation by 5% every year on Reserve Annual Premium Amount Note:- Highest Quoted Annual Premium would be the criterion to select the Preferred Bidder. Applicable taxes shall also be payable additionally |
| Websites for downloading Bidding Document, Corrigendum / Addendum etc. | http://eproc.rajasthan.gov.in ; www.sppp.rajasthan.gov.in |
| Accessibility of the Bid Document Downloading and Submission start date | Date: 25.04.2018 at 14.00 hrs onwards |

Volume I: Instructions To Bidders

| | |
|---|---|
| Cost of Bidding Document | Rs. 50,000/- (Rupees Fifty thousand only) DD in favor of Secretary , Jodhpur Development Authority , payable @ Jodhpur |
| Bid Processing Fee | Rs. 5,000/- (Rupees Five thousand only) in favor of M.D., RISL Jaipur payable @ Jaipur |
| Bid Security Amount | Rs. 3.48 crores (Rupees Three crores forty eight lacs only) in form of DD / BG/ --- only (1% of project cost)in favor of "Secretary , Jodhpur Development Authority " payable @ Jodhpur. If it is in BG its validity shall be 30 days beyond bid validity period. |
| Estimated cost of the components under MDOs | Rs. 348 crores (Rupees Three hundred forty eight crores) |
| Manner of submission of Bids | Online at eproc website: (http://eproc.rajasthan.gov.in) |
| Pre-bid Conference | Date:14.05.2018 Time: 15:00 hrs. Pre Bid meeting start time |
| Bid Due Date (last date and time of online submission of technical and financial proposals) | Date: 05.06.2018 Time: 15.00 hrs. |
| Last Date and Time of physical submission of Bid Security Amount, Bid doc. Fee, Bid Processing fee | Original Bank Guarantee and Technical bid is to be submitted in Office Building, Jodhpur Development Authority Date 05.06.2018 by 17.00 hrs |
| Date / Time / Place for Opening of Technical Bids (cover 1 & 2) | Date 05.06.2018 at 17.30 hrs |
| Date / Time / Place for Opening of Financial Bids | Will be intimated later only to the technically qualified Bidders |
| Bid Validity | 180 days from the Bid Due Date |
| <p>Jodhpur Development Authority, has decided to receive Bidding document fee and RISL Processing Fee through D.D. mode only and Bid Security Deposit (BSD) through DD/BG/BC/CASH mode.</p> <p>For participating in the Bid, the Bidder has to apply for this Bid and pay the Bid Document Fee, RISL Processing Fee in form of DD. In case submission of Bid Security in form of Bank Guarantee (BG) - Bank Guarantee No., Bank Guarantee Amount, Name of issuing Bank, Date of Issue and Validity Date shall be filled in prescribed format.</p> <ol style="list-style-type: none"> 1) Bidder (authorized signatory) shall submit its offer online in electronic formats for technical qualifications as well as for Financial Proposals. 2) Price Bid or the Financial Bid shall be submitted by the Bidder online under Cover-3 by Bid Due Date. 3) To participate in online bidding process, Bidders must be registered on www.eproc.rajasthan.gov.in. The Bidder must procure a Digital Signature Certificate as per Information Technology Act, 2000 using which they can digitally sign their electronic Bids. Bidder can procure the same from any CCA approved certifying agency, i.e. TCS, safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also Bidders must register on http://eproc.rajasthan.gov.in (Bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again) 4) JoDA will not be responsible for delay in online submission due to any reason. For this, Bidders are requested to upload the complete Bid well in time so as to avoid 11th hour issues like slow speed, choking of web site due to heavy load or any other unforeseen problems. 5) Bidders are also advised to refer "Bidders Manual Kit" available at e-procurement | |

Volume I: Instructions To Bidders

- website for further details about the e-Tendering process.
- 6) Training for the Bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by RISL on a regular basis. Bidders interested for training may contact e-Procurement Cell, RISL for booking the training slot.
Contact No. : +91291 2656356 (Help desk 10 am to 6 pm on all working days)
e-mail: eproc@rajasthan.gov.in
 - 7) JoDA reserves the right to cancel the bid process and reject any or all of the Bids.
 - 8) No contractual obligation whatsoever shall arise from the bidding document / bidding process unless and until a formal contract is signed and entered in to amongst Procuring Entity, Concessionaire and the Preferred Bidder.
 - 9) JoDA disclaims any factual / other errors in the bidding document (the onus is purely on the individual Bidder to verify such information) and the information provided therein is intended only to help the Bidders to prepare a logical Bid.
 - 10) The provisions of Rajasthan Transparency in Public Procurement Act, 2012 and Rules thereto (the “**RTPP Act**”) shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document and the RTPP Act, the later shall prevail.
 - 11.) Any addendum, clarification to the bidders queries and corrigendum will be published on the www.eproc.rajasthan.gov.in or <http://sppp.rajasthan.gov.in> and will not be published in the Newspapers.

4. The RFP document comprises of :

| | |
|------------|--|
| Volume-I | Instructions To Bidders (ITB) |
| | Annexures (Formats for Bid Submission) |
| Volume-II | Project Information Memorandum (PIM) |
| Volume-III | Draft Authorization Agreement & its Appendices (CONCESSION AGREEMENT) |

4. The Bidder can be an individual entity or a Consortium of entities with a maximum of 2 members including the Lead Member. The broad scope of work for Developer/Concessionaire includes planning, designing, constructing, marketing, managing, operating, maintaining and transferring the proposed All Project Facilities in accordance with the terms of the Authorization Agreement. Scope of work of the Concessionaire shall also include planning, designing, constructing, marketing, managing, operating and maintaining the Residential Facilities as per best industries practices. Scope of work and salient features of the proposed Project are given in the RFP. The Concessionaire shall adhere to the specified specifications and performance standards as specified in the RFP.
5. In the event that the Bid Due Date and / or date for opening of Technical or the Price Bids is a holiday, the date of submission and for opening of Technical or the Price Bids will be the next working day without any change in time & venue.
6. Should you require any assistance towards the Site visit, you may contact officers at Jodhpur as per contact details given below:

Designation: Executive Engineer (south), Jodhpur Development Authority, Jodhpur

Address: JoDA office, Opp: Railway Hospital, Ratnada, Jodhpur

Mobile No.: +919799042109

Phone No.: +91291 2656356

Email: jdajodhpur@yahoo.com

Project Consultant : JAG Designers Pvt. Ltd. (Jay Ambe Group)

Volume I: Instructions To Bidders

Ahmedabad.

Name of Contact Person : Dr. Paresh M. Upadhyay (CMD)

Contact Mobile no : +91-9879097499.

URL : www.jayambedesigners.com

Email : paresh@jayambedesigners.com

7. A Bidder is required to submit online in the form of DD/Bank Guarantee/ ---, along with its Bid, a Bid Security of Rs. 3.48 crores (Rupees Three crores forty eight lakh) (**the “Bid Security”**).
8. e-Bids will be opened at the time and date provided in the RFP in the presence of the Bidders’ representatives who choose to be present.
9. The Bid shall be filled in English and all entries must be typed in blue/black ink. The authorized representative of the Bidder must attest all alterations made while filling the Bid. Failure to comply with any of these conditions may render the Bid invalid.
10. Neither JoDA nor its consultant (JAGDPL) shall be responsible for any costs or expenses incurred by the Bidders in connection with the preparation and submission of Bids, including costs and expenses related to Site visits. JoDA reserves all the rights to cancel, terminate, change or modify this procurement process and/or requirements of Bidding stated in the RFP, at any time without assigning any reason or providing any notice and without accepting any liability for the same.
11. Pre-bid Conference will be held, at the Conference Hall, Jodhpur Development Authority, JoDA office , JoDA Circle, Opp: Railway Hospital, Ratnada, Jodhpur – 342001 as per schedule specified in RFP.
12. This Bid shall be Three Cover Bid system.
 - 1st Envelope : Bid document , Bid Processing fees and Bid Security amount (Online & Submission of Originals in Hard copy)
 - 2nd Envelope : Technical Bid Documents (online & hard copy)
 - 3rd Envelope : Financial Bid (on line only)
13. Queries, if any, proposed to be raised at the Pre-bid Conference by the Bidders should be submitted to JoDA/JAGDPL at least 3 days before the date of Pre-bid Conference and a soft copy of the same shall also be e-mailed to JoDA/JAGDPL.
14. The Bid evaluation process is detailed in the Instructions To Bidders (Volume I) of the RFP. Technical Bids will be evaluated as per the Technical Criteria laid down in the RFP. Only those Bidders/Consortia, who qualify the Eligibility Criterion, will be considered for the purpose of opening of their Price Bids/Financial Bids and evaluation thereof.
15. The date of opening of Price Bids will be communicated to all the Bidders who qualify the Eligibility Criterion, at appropriate time.

Thanking you,

Yours faithfully,
For,

**Director Engineering,
Jodhpur Development Authority**

1A. GENERAL GUIDELINES

- a) This RFP is being issued to select a Preferred Bidder for developing the Project Site comprising of 38.5 Bigha of land into Convention Community and Habitat Center.
- b) The Preferred Bidder has to incorporate a special purpose company (“Concessionaire”) exclusively for the purpose of implementation of the Project. The entire Project Site belongs to JoDA which shall execute lease deeds with the Concessionaire for the entire project site once the same is designated and approved by JoDA. The NPV of Total Upfront Amount and Total Annual Premium shall be the criteria for selection of the Preferred Bidder. In consideration of the payments by the Preferred Bidder, JoDA shall grant an Authorization to the Preferred Bidder/ Concessionaire to develop All Project Facilities and operate, maintain collect Tariff and appropriate the same throughout the period of 60 years (“Commercial Facilities Authorization Period”) and thereafter, transfer the entire All Project Facilities to JoDA.
- c) The Concessionaire may use or allow the use of the Project Facility for other activities which are not envisaged at this stage except the activities which are otherwise prohibited through specific provision in the RFP. However, such other activities (non-prohibitive) shall be permitted only after prior written approval of JoDA and only after components under MDOs have been completed. The decision of the JoDA shall be final and binding on the Concessionaire in this regard.
- d) All components of the Project shall be developed by the Concessionaire conforming to the existing building regulations and bye-laws of JoDA, Town Planning norms, any other local authority or any other rule, regulation, bye-laws of the State Government or the Government of India as may be applicable in this regard including development of affordable housing, as applicable. The responsibility to get all the necessary permits and approvals for the development and O&M of Project facilities shall lie with the Concessionaire.
- e) The Draft Authorization Agreement sets forth the detailed terms and conditions for grant of the Authorization to the Concessionaire, including the scope of the Concessionaire’s services and obligations (**the “Authorization”**).
- f) The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the Project and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Draft Authorization Agreement or the JoDA’s rights to amend, alter, change, supplement or clarify the scope of work, the authorisation to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the bidding documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- g) Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project Site to assess viability of the Project before submitting their Bids.
- h) Statutory Clearances
 - i. While developing the Project Facilities, the Concessionaire is required to adhere to the development control norms as per the prevailing Building Bye-laws of JoDA, Town Planning and local authority or any other rule, regulation, bye-laws of the State Government or Government of India as may be applicable including development of

Volume I: Instructions To Bidders

affordable housing, as applicable. The Concessionaire shall obtain clearances and sanctions from JoDA and other concerned authorities for building plans, utilities, fire fighting, electric connection, sub-station etc. and for any other activity to be undertaken by it for development of the Project Facilities and their subsequent operation and maintenance. All such clearances are to be obtained by the Concessionaire at its own cost and responsibility and JoDA shall only assist, wherever possible, on best effort basis without any binding obligation on it.

- ii. The Concessionaire shall plan, install and maintain at its cost fire-detection, fire-alarm and fire-fighting system including necessary approval from competent authority. Such fire-fighting arrangements shall conform to the National Building Code, rules framed by appropriate authority of Government of Rajasthan, Jodhpur Development Authority Building Bye-laws and other rules and regulations, as applicable and as amended from time to time.
- iii. In the event of any loss of property and/or life during the Authorization Period, the consequences thereof shall entirely be the responsibility of the Concessionaire and JoDA shall not be liable for any compensation arising out of such claims. The Concessionaire shall be wholly responsible for the payments arising out of any third party claims. The Concessionaire shall be required to procure insurance for meeting such liabilities at its own cost.

i) Development Parameters to be followed

The Concessionaire shall adhere to Building Bye-Laws of JoDA, Town Planning norms and local bye-laws as applicable for ground coverage, permitted Floor Area Ratio (FAR), parking for commercial & residential development, height of the building structure, environmental and other applicable laws and regulations etc. The Concessionaire shall also adhere to all the developmental controls while preparing the design for various Commercial and Residential Facilities of the Project. The design and development shall also be user friendly for physically challenged people.

j) Assignability and Encumbrances

- i. In addition to leasing/sub-leasing/the use of the built up space and facility as per the terms of the Draft Authorization Agreement, the Concessionaire shall be entitled to assign any of its rights, or interests under the Draft Authorization Agreement in favour of Lenders/Financial Institutions at any time, for raising finances for the Project.

Volume I: Instructions To Bidders

2. BID DATA SHEET

| SR. No. | Key Information | Details |
|---------|--|---|
| 1. | Project Title | Development of Raj Mata Vijya Raje Scindia International Convention & Habitat Centre (Community) with all related facilities and supported by world class Infrastructure at Vivek Vihar Yojana, Jodhpur on PPP Mode |
| 2. | Location | Land admeasuring 38.5 bigha (appx 62500 sqmtrs) located at Vivek Vihar Scheme in Sector : B Plot A+B @ Jodhpur |
| 3. | Institutional Structure for Implementation | Special Purpose Company (Concessionaire) under the Companies Act, 2013. Even in case of a single Entity/company being the 'Preferred Bidder', the formation of the Special Purpose Company shall be mandatory. |
| 4. | Grantor of Authorization | Jodhpur Development Authority (JoDA) |
| 5. | Authorization Format | (Design, Built, Finance, Operate, Maintain and Transfer)DBFOMT |
| 6. | Mandatory Development Obligations or MDOs (to be fulfilled within 36 months, as specified, from Compliance Date) | <ul style="list-style-type: none"> • International Convention Center and Habitat Center on 38.5 bighas (appx. appx 62500 sqm)land area <ul style="list-style-type: none"> ➤ Convention Community/Plenary Hall/ Exhibition / Conference halls for 3600 delegates within In built structure • Multi-Purpose and Divisible Auditorium/Convention Hall with seating arrangement for 1,500 delegates • Four (4) Plenary/Seminar Halls each with a capacity to accommodate 400 persons • Four Meeting Rooms each with a capacity of 50 persons. • Two (2) VVIP Meeting Lounges/Rooms each with a capacity of 50 persons • Open exhibition space to accommodate 2000 delegates • Administrative and Office Space • Statue of Raj Mata Vijaya Raje Scindia Including Pedestal • Food and Beverage Facilities • 5-Star or above category hotel/s with minimum 300 keys • Provision for car parking to be developed as per JoDA/Local Building Bye-Laws commensurate with requirement of the Project. (2- tier basement) • Other common and support facilities such as internal roads, street lights, water harvesting system, solid waste disposal, storm water drainage system, sewerage system, water supply including storage tank(s), transformer, electrical sub-station, landscaping etc. <ul style="list-style-type: none"> • Check for HeliPad • Proposed Habitat City Centre which includes : <ol style="list-style-type: none"> 1.Ground level Retail outlets, Public spaces, 2.Food courts, Gaming zone, 3.Movie Magic (5 screens), 4 .Business hub, 5.studio apartment, plaza, etc. • G+5 storied structure WITH basement parking |
| 8. | General Development Guidelines | i. The Concessionaire shall follow all existing building regulations and bye-laws of JoDA, Town Planning norms, local authority or any other rule, regulation, bye-laws of the State Government or the Government of India as may be applicable in this regard including development of affordable housing, as applicable |

Volume I: Instructions To Bidders

| | | |
|-----|---|---|
| | | <p>ii. The following functions / products are not permitted to be developed inside the Project Site:</p> <ul style="list-style-type: none"> • Industrial activities of any nature, • Warehousing (except such warehousing facility which is incidental to the use of Convention & Exhibition Community), • Car Service Garage, • Large Workshops, • Other environmentally incompatible functions, • Any other development which is in conflict with the interest of operations and functions of JoDA. <p>In case of any doubt whether a particular function/ product falls under prohibited category, the decision of JoDA shall be final and binding on the Concessionaire.</p> <p>iii. Site Services: The Concessionaire shall have to make provision of following services at its own level and cost:</p> <ul style="list-style-type: none"> • Electric sub-station • Sewage Treatment Plant/ (if considered necessary from the point of view of recycle and reuse of waste water) • Water supply system • Storm water disposal • Rain water harvesting system • Solid waste disposal • Fire fighting services • Any other services considered necessary <p>The details of the General Development Guidelines are provided in Annexure A9.</p> |
| 9. | Estimated Project Cost of MDOs | Rs. 348 crores (Rupees Three hundred forty eight crores) |
| 11. | Project Authorization Period | 60 (sixty) years (excluding construction period of 3 years) from the Compliance Date, unless terminated earlier. |
| 12. | Construction Period for Mandatory Development Obligations | 36 (thirty) months from the Compliance Date (3 months for all approvals, site visits and Mobilization + 33 months for the construction from the date as mentioned in LOI)No extension of time beyond 36 months shall be granted. |
| 13. | First Right of Refusal | The Concessionaire shall have first right of refusal when JoDA invites fresh bids for the operation and maintenance of the All Project Facilities at the expiry of Commercial Project Authorization Period of 60 years by efflux of time as per terms and conditions decided by JoDA at that point of time. |
| 14. | Transfer provisions at the end of Lease period 60 years | If Developer does not want to continue or say JoDA and Developer jointly decide not to renew the concession period in any of the case Public Auction shall be held and upon selling Developer will get 45% of the property sell amount received. |
| 15. | Land Use | Mixed – Convention and Habitat Centre |
| 16. | General Building Bye Laws applicable at the Project Site | Building Bye Laws are as follows: (Indicative to be confirmed by Bidder before submitting Financial offer) (i) Maximum Ground Coverage – 45% (ii) FAR – 2.0 (Two) Height : 45 mtrs. (iii) Other building regulations– As per building by-laws of JoDA (iv) Parking to conform to JoDA building bye laws |
| 17. | Complimentary use of All Project Facilities | Only The Convention Facilities such as convention Community, convention hall, exhibition hall & space (indoor as well as outdoor), plenary hall, seminar hall, meeting rooms/halls, VVIP meeting lounge, board rooms, etc. shall be made available to the Government of Rajasthan/ JoDA for state level functions or |

Volume I: Instructions To Bidders

| | | |
|-----|-------------------------------------|---|
| | | <p>functions organized by JoDA free of cost for a period of Thirty days in a year. (30 days per year)</p> <p>Should, however, period of Thirty days or part thereof remain unutilized in a year, the same shall not be carried over to the next year. <i>Note: The complimentary facilities, shall exclude food & beverage facilities, stay in hotels, specialty areas etc. which shall be payable by JO.DA/State Government / nominated agency at prevailing rates as per actual utilization of the facilities. JoDA/State Government shall also pay for the electricity consumption charges as per actual.</i></p> |
| 18. | Bid Submissions | <p>Bid submission shall be through e-process.</p> <p>Single-stage: Two-part (Three-cover) open competitive e-Bid procedure at http://eproc.rajasthan.gov.in</p> |
| 19. | Bid Security | <p>A Bidder is required to furnish, along with its Bid, a Bid Security of Rs. 3.48 crores (Rupees Three crores forty eight lakh only) (the "Bid Security"). The Bidders will have an option to deposit Bid Security in the form of a DD/ Bank Guarantee/ --- (as per format placed at Annexure-A13) from any scheduled bank in favour of "Secretary, Jodhpur Development Authority", which can be invoked by JoDA at any of the Bank's branch at Jodhpur. The validity period of a Bank Guarantee shall not be less than 6 (six) months from the date of Technical Bid Opening. The validity period for Bank Guarantee may be extended as may be mutually agreed between JoDA and Bidder from time to time. The Bid shall not be accepted if it is not accompanied by the Bid Security as aforesaid. It is clarified that the Bid Security shall be paid/deposited only in Indian Rupees. Any refund of Bid Security shall also be in Indian Rupees and JoDA shall not bear any foreign exchange risk. No interest shall be payable on Bid Security amount.</p> |
| 20. | Nature of Bidder | <p>A Bidder may be a single entity or a group of entities (the "Consortium"), with a formal intent to enter into an agreement or under an existing agreement to form a Consortium to bid for and implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of or be associated with another Bidder, in any manner. The number of members in a Consortium shall not exceed 2 and one among them shall be the Lead Member of the Consortium. Single entity Bidder/Lead Member in case of Consortium shall be a Company registered under Companies Act, 1956. The Preferred Bidder (a single entity or Consortium, as the case may be) shall have to incorporate a special purpose company (Concessionaire) within 120 days of the date of the Letter of Award for implementing the Project.</p> |
| 21. | Eligibility Criteria for the Bidder | <p>A. Financial Eligibility Criteria:</p> <p>The Bidder shall have:</p> <ul style="list-style-type: none"> • Minimum Average Annual Turnover for individual or Group / Consortium of Rs. 75.00 crores (Rupees Seventy Five crores) in the last three audited Financial Years (2014-15, 2015-16, 2016-17, or 2017-18) as per the Audited Balance Sheet. (Provisional CA certified copy for 2017-18 shall be considered) <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> • Minimum Net-worth of Rs. 50.00 crores (Rupees Fifty crores) {(subscribed and paid up equity share capital + free reserves) – (revaluation reserves + miscellaneous expenditure not written off + accrued liabilities)} as on 31st March, 2017 as per the Audited Balance Sheet. (Profit Making Company) |

Volume I: Instructions To Bidders

| | | |
|-----|---------------------|--|
| | | <p>B. Technical Experience Criteria:</p> <p>(i) Development Experience</p> <p>The Bidder shall have developed / constructed the following components during the last 5 Financial Years prior to Financial Year 2016-17 or 2017-18 in India or abroad: Commercial Complex/Residential Complex / Shopping Mall / Integrated Commercial Office Space with all business support facilities and infrastructure facilities of minimum total built-up area of 2,00,000 square feet (total area not more than three locations)</p> <p style="text-align: center;">OR</p> <p>Hotel of 4 Star or above category having a minimum 100 rooms (in a single facility)</p> <p style="text-align: center;">OR</p> <p>Convention Community of minimum capacity of 1000 delegates (in a single facility)</p> <p style="text-align: center;">OR</p> <p>An Exhibition Community/Facility of minimum total built-up area of 1,00,000 square feet (permanent structures having a total area in not more than two facilities)</p> <p style="text-align: center;">OR</p> <p>A Hotel / club house with 35 rooms + Conference facilities + Open exhibition space with minimum land area 35000 sqmtrs.</p> <p>(ii) Operation & Maintenance Experience</p> <p>Apart from the development experience, the Successful Bidder shall have to sign the agreement(s) with the competent party(ies) for the purpose of O&M before signing of Authorization Agreement with JO.DA. Also, any changes in such agreement(s) shall be permissible only with the permission of JO.DA. The competent party(ies) shall mean entity(ies) which possess the following operation and maintenance experience in the listed categories, continuously for a at least 3 (three) years in last 10 (ten) years prior to Financial Year 2015-16 in India or abroad: A Convention / Conference facility of minimum total capacity of 1000 delegates (in a single facility); OR A Hotel of 4 Star or above category having a minimum 50 rooms (in a single facility); OR An Exhibition Community/ club facility having a minimum 35 rooms and total land area of 35,000 square mtrs (in a single facility);</p> <p>Note:</p> <ul style="list-style-type: none"> • <i>In case, the Bidder is a Consortium, the Lead Member of the Consortium shall be required to fulfill the Financial Eligibility Criteria individually at its own level while the Technical Experience Criteria can be fulfilled jointly by the Consortium members as a whole.</i> • <i>The Successful Bidder before signing the Authorization Agreement shall provide certified copy(ies) of the agreement(s) documents signed with entity(ies) having requisite O&M experience.</i> |
| 22. | Price Bid | <p>Bidder shall be required to quote the following:</p> <p>(i) Annual Premium (in Rupees) payable for the entire Commercial Project Authorization Period of 60 years, over and above the Reserve Annual Premium of Rs 4.00 crores (Rupees Four crores) fixed by JoDA (5% Incremented every year on the Reserve base price fixed i.e. on Rs.4.00 crores)</p> |
| 23. | Selection Parameter | <p>Highest Net Present Value (NPV) of the Highest Annual premium amounts offered by the Bidder shall be the criterion to select the Preferred Bidder:</p> |

Volume I: Instructions To Bidders

| | | |
|-----|---|--|
| | | (i) Applicable taxes shall be payable additionally. |
| 24. | Payments to be made by the Preferred Bidder to JODA | <p>a) Total Annual Premium: 'Total Annual Premium' shall be the arithmetic sum of 'Reserve Annual Premium' of Rs. 4.0 crores (Rupees Four crore) fixed by JoDA plus 'Additional Annual Premium' as quoted by the Bidder. The Total Annual Premium shall be 5% incremental on the Reserve base Annual premium fixed which is Rs. 4.0 crores every year. All taxes as applicable under the laws of India shall also be payable by the Preferred Bidder.</p> <p>(Total Annual Premium with applicable escalation shall be payable every year throughout the Project Authorization Period as per terms and conditions of RFP)</p> <p>c) Project Development Fee: The Preferred Bidder shall pay a success fee @ 0.5% of total project cost Rs. 348 crores directly to JAG Designers Pvt. Ltd. + GST as applicable, for project development activities. (By --- / DD only)within 30 days after issue of LOA</p> <p>d) Project Monitoring Fees : The Preferred Bidder shall pay a success fee @ 1% of total project cost Rs. 348 crores directly to JAG Designers Pvt. Ltd. + GST as applicable, for project monitoring activities. Considering 36 months as project completion time , These fees shall be divided in to 36 equal installments and shall be paid monthly by DD/--- only to Consultant JAG Designers Pvt. Ltd. GST shall be paid extra. Any delay in const. completion time shall be paid on prorata basis on every month to consultant.</p> <p>e) Other Statutory Payments: The Preferred Bidder shall pay to JoDA, any other charges, cess, duties as applicable under the existing statutes of GoR and will be subject to change as and when revised by GoR.</p> |
| 25. | Technical Specifications | As per applicable Bureau of Indian Standards Codes and other Indian & International Standards and good industry practices |
| 26. | Bid Validity | 180 Days from the Bid Due Date |
| 27. | Construction Performance Security (5% of the Estimated cost of the products under MDO) | The Preferred Bidder shall within 30 (thirty) days from the date of Letter of Award furnish Construction Performance Security of Rs. 17.40 crores (Rupees Seventeen crores Forty lacs only) to JoDA in the form of Bank Guarantee from a Scheduled Bank in India as per format placed at Annexure A11. |
| 28. | Signing of Authorization Agreement (AA) | The Preferred Bidder would be issued a Letter of Award (LoA), inviting to sign the Authorization Agreement (AA). The Preferred Bidder shall return a duplicate copy of Letter of Award (LoA) as issued by JoDA, duly signed by Authorized Signatory within 15 (fifteen) days from the date of issue of LoA. Within 90 (ninety) days from the date of issue of LoA, the Preferred Bidder shall along with the Concessionaire (Special Purpose Company) sign the CA with JoDA, provided that the Total Upfront Amount has been paid by the Preferred Bidder, Construction Performance Security has been furnished to JoDA and Project Development Fee has been paid to JAGDPL as defined in RFP. The period of 90 days has been provided to the Preferred Bidder so that it can incorporate the SPC as per the terms of the RFP document and performs such other acts as are required prior to signing of AA. |
| 29. | Responsibilities of the | i. After completing case studies joint site visit Submit a detailed |

Volume I: Instructions To Bidders

| | | |
|-----|--|--|
| | Preferred Bidder /Concessionaire | <p>Master Plan along with 3d walkthrough, working drawings within stipulated time frame for approval. (90 days from the date of issue of LOA) Bidder has to inform and submit with full Profile of their Design team immediately after receipt of LOA.</p> <p>ii. Identify and Procure required clearances for commencing and implementing the Project. Proof checking of all Structural drawings from Any Government Institute/IIT/MNIT across India. Payment of the same shall be born by Developer.</p> <p>iii. Achieve Financial Closure for the project including mobilizing of debt and equity.</p> <p>iv. Develop and implement all the On-site infrastructure facilities for the Project.</p> <p>v. Maintain and improve the Project Facilities over the time to provide the desired levels of service to the users.</p> <p>vi. Fulfill all other terms & conditions set forth in bidding documents during the Authorization Period.</p> <p>vii. All structural drawings shall be vetted by the IIT/NIT and its vetting charges shall be born by developers.</p> <p>viii. JoDA can appoint TPI agency for the project. Developer will allow the inspection carried out by TPI.</p> |
| 30. | Site visits of Case Studies Identified by JODA/ JAGDPL | <p>Bidder has to organize in all with all expanses covered site visits for 2 International case studies and 2 National level Convention Center (As identified by JoDA & JAGDPL) BEFORE FREEZING AND FINALIZING THE Master plan with all activities as JoDA's vision is very clear to have Benchmark with Iconic International Convention Community. No of Representatives : JoDA -5 & JAGDPL:2 (Time limit within 90 days from issue of LOA and signing of Agreement)</p> |
| 31. | Operation & Maintenance (O&M) Performance Security | <p>The Concessionaire shall for due and punctual performance of obligations during the Project Facilities Authorization Period, furnish an irrevocable and unconditional Bank Guarantee (as per format placed at Appendix XII of the Draft Authorization Agreement) from Scheduled Bank having a branch at Jodhpur, Rajasthan, for an amount equivalent to Rs. 2.0 crores (Rupees -- Two crores only). An indicative O&M cost shall be Rs. 27.00 crores / year (without HR and running cost)</p> |
| 32. | Special Conditions | <p>1.Developer will have Permission to mortgage the land parcel for raising funds</p> <p>2.Power duty concessions for 10 years wef Commercial operations date</p> <p>3. No approval charges or levy on building plan approvals, FAR/FSI/Built up area</p> <p>4. No excess charges for FAR increase in future</p> <p>5. Exemption from State GST and any possible rebate on Central GST subject to GOR policy</p> <p>6. JoDA can appoint TPI for the proof checking and site inspections.</p> |
| 33. | Compensation for delayed completion | <p>The Concessionaire shall be liable to pay compensation to JoDA for any delay in completion of the All Project Facilities defined under MDOs, as provided hereunder:</p> <p>i. In the event that project completion does not occur within the period specified in the RFP for reasons attributable to the Concessionaire, JoDA shall be entitled to recover Liquidated Damages from the Concessionaire at the rate of Rs. 2.00 lakh (Rupees five lakh only) per day for each day of delay subject to a maximum of Rs. 2.0 crores (Rupees Two crores only) for a delay of</p> |

Volume I: Instructions To Bidders

| | | 100 days. ii. Any delay beyond 100 days on the part of the Concessionaire, shall constitute an Concessionaire's Event of Default and the Grantor shall have the right to terminate the Authorization Agreement in accordance with the provisions of RFP. | | | | | | | | | | | | | | | | | | | | |
|---|--|---|--|------|---|---|-----------------------------|-------------|------------------------|------------|--------------------------|-----------------|---|--|-----------------|---|---|---------------------------------------|---|---|---------------------------------------|--|
| 34 | Stamp Duty | Finance Department (Tax Division), Government of Rajasthan, Notification No. F4(15)FD/Tax/2014-54 Dated July 14, 2014 (copy at Annexure A-12) shall be applicable. | | | | | | | | | | | | | | | | | | | | |
| 35. | Schedule of Bid Process | <table border="1"> <thead> <tr> <th>Activity</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>Accessibility of the Bid Document and making submission online on JoDA portal (www.jodhpurjda.org) towards:</td> <td>Start Date :25.04.2018.at 14.00 hrs onwards</td> </tr> <tr> <td>i) Cost of Bidding Document</td> <td>Rs.50000.00</td> </tr> <tr> <td>ii) Bid Processing Fee</td> <td>Rs.5000.00</td> </tr> <tr> <td>iii) Bid Security Amount</td> <td>Rs. 3.48 crores</td> </tr> <tr> <td>Last Date for submission online Bank Guarantee* and applying on JoD Aportal</td> <td>Date 05.06.2018.by 15.00 hrs (Original Bank Guarantee and Technical bid is to be submitted @ JoDA office by 04.06.2018 before 17.00 hrs)</td> </tr> <tr> <td>Pre Bid Meeting</td> <td>Date : 14.05.2018 Pre bid meeting Time : 15.00 hrs Venue : Conference hall JoDA House, Jodhpur.</td> </tr> <tr> <td>Bid Due Date and Time for submissions of e-bids</td> <td>Date : 05.06.2018 Time : 15.00 hrs</td> </tr> <tr> <td>Opening of 1st Envelope and 2nd Envelope (Technical Bids)</td> <td>Date : 05.06.2018 Time : 17.30 hrs Venue : Conference hall JoDA Office, Jodhpur</td> </tr> <tr> <td>Opening of Financial Bids online only</td> <td>Will be intimated later only to the Bidders who are found to qualify the Eligibility Criteria.</td> </tr> </tbody> </table> | Activity | Date | Accessibility of the Bid Document and making submission online on JoDA portal (www.jodhpurjda.org) towards: | Start Date :25.04.2018.at 14.00 hrs onwards | i) Cost of Bidding Document | Rs.50000.00 | ii) Bid Processing Fee | Rs.5000.00 | iii) Bid Security Amount | Rs. 3.48 crores | Last Date for submission online Bank Guarantee* and applying on JoD Aportal | Date 05.06.2018.by 15.00 hrs (Original Bank Guarantee and Technical bid is to be submitted @ JoDA office by 04.06.2018 before 17.00 hrs) | Pre Bid Meeting | Date : 14.05.2018 Pre bid meeting Time : 15.00 hrs Venue : Conference hall JoDA House, Jodhpur. | Bid Due Date and Time for submissions of e-bids | Date : 05.06.2018 Time : 15.00 hrs | Opening of 1 st Envelope and 2 nd Envelope (Technical Bids) | Date : 05.06.2018 Time : 17.30 hrs Venue : Conference hall JoDA Office, Jodhpur | Opening of Financial Bids online only | Will be intimated later only to the Bidders who are found to qualify the Eligibility Criteria. |
| | | Activity | Date | | | | | | | | | | | | | | | | | | | |
| | | Accessibility of the Bid Document and making submission online on JoDA portal (www.jodhpurjda.org) towards: | Start Date :25.04.2018.at 14.00 hrs onwards | | | | | | | | | | | | | | | | | | | |
| | | i) Cost of Bidding Document | Rs.50000.00 | | | | | | | | | | | | | | | | | | | |
| | | ii) Bid Processing Fee | Rs.5000.00 | | | | | | | | | | | | | | | | | | | |
| | | iii) Bid Security Amount | Rs. 3.48 crores | | | | | | | | | | | | | | | | | | | |
| | | Last Date for submission online Bank Guarantee* and applying on JoD Aportal | Date 05.06.2018.by 15.00 hrs (Original Bank Guarantee and Technical bid is to be submitted @ JoDA office by 04.06.2018 before 17.00 hrs) | | | | | | | | | | | | | | | | | | | |
| | | Pre Bid Meeting | Date : 14.05.2018 Pre bid meeting Time : 15.00 hrs Venue : Conference hall JoDA House, Jodhpur. | | | | | | | | | | | | | | | | | | | |
| | | Bid Due Date and Time for submissions of e-bids | Date : 05.06.2018 Time : 15.00 hrs | | | | | | | | | | | | | | | | | | | |
| Opening of 1 st Envelope and 2 nd Envelope (Technical Bids) | Date : 05.06.2018 Time : 17.30 hrs Venue : Conference hall JoDA Office, Jodhpur | | | | | | | | | | | | | | | | | | | | | |
| Opening of Financial Bids online only | Will be intimated later only to the Bidders who are found to qualify the Eligibility Criteria. | | | | | | | | | | | | | | | | | | | | | |

3. DEFINITIONS AND INTERPRETATION

1. **“Accounting Year”** or **“Year”** means the financial year commencing on 1st April in each year and ending on 31st March in the next year except in the first and the last calendar year of the Authorization Agreement. In the first year of the Agreement, it means the period from the Compliance Date to the 31st March of next calendar year. In the last year of the Agreement, it means the period from 1st April to the Transfer Date;
2. **“Act”** or **“RTPP Act”** means The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto.
3. **“Advisor”** shall mean JAGDPL Ltd., Jodhpur.
4. **“Authorization Agreement”** or **“AA”** means the agreement to be entered into between Jodhpur Development Authority on one hand and the Concessionaire and the Preferred Bidder on the other hand for implementation of the Project.
5. **“Applicable Laws”** means any statute, law, regulation, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of GoI, GoR or by any Government Authority or instrumentality thereof and shall, without limitation, also include the bye laws with respect to differently abled persons, as may be applicable and be in effect on the date the Authorization Agreement is made and during the subsistence thereof;
6. **“Annual Premium”** shall have the sub-definitions in the following three parts:
 - “Reserve Annual Premium”** means the amount fixed by JODAI in consideration for grant of Authorization. ;
 - “Additional Annual Premium”** shall mean the amount offered by the Preferred Bidder as its Bid Price over and above the Reserve Annual Premium;
 - “Total Annual Premium”** shall mean the arithmetic sum of Reserve Annual Premium and Additional Annual Premium which shall be paid by the Concessionaire to JODAI throughout the All Project Facilities Authorization Period, starting from 30 months after the Compliance Date, duly escalated every year as per terms of the Authorization Agreement,;
7. **“Authority”** or **“JO.DA”** means Jodhpur Development Authority.
8. **“Authorization”** shall have the meaning set forth in Article 3.1 of Draft Authorization Agreement;
9. **“Authorization Period”** shall have the meaning ascribed to it in Article 3.3 of Draft Authorization Agreement;
10. **“Bid”** or **“e-Bid”** or **“Proposal”** shall mean the documents in their entirety comprising the proposal or e-bid submitted by Preferred Bidder (including the technical and

Volume I: Instructions To Bidders

financial proposal) in electronic format in response to the RFP in accordance with the provisions thereof including clarifications and/or amendments to RFP, if any, and accepted by the JO.DA, signed for verification by authorized representatives of the Parties;

11. **“Bidder”** shall mean a single entity or a Consortium who has submitted the e-Bid in response to the RFP.
12. **“Bid Due Date”** or **“Due Date”** shall mean the last date for submission/receipt of the e-Bids as mentioned in the RFP.
13. **“Bid Evaluation Committee”** shall mean the committee constituted by the JODA for evaluating the Bids.
14. **‘Bid Security’** shall mean the security amount furnished by the Preferred Bidder at the time of submission of Bid in the form and manner stipulated in the RFP;
15. **“Bid Validity Period”** shall mean the period during which the Bid submitted by the Bidders shall remain valid.
16. **“Built up area”** or **“Floor Area”** means the covered area of a building at all floor levels added together, as more specifically defined in the applicable building bylaws of JO.DA;
17. **“Business Day”** means a day on which banks are generally open in Jodhpur for transaction of normal banking business;
18. **“Change in Law”** means occurrence of any of the following events after the execution of this Agreement:
 - i. enactment of any new Applicable Law;
 - ii. the repeal in whole or in part (unless re-enacted with the same effect) or modification of any existing Applicable Law;
 - iii. the change in interpretation or application of any Applicable Law;
 - iv. the imposition of a requirement for an Applicable Permit (s) (other than for cause) not required on the date of this Agreement;
 - v. after the date of grant of any Applicable Permit (s), a change in the terms and conditions attaching to such Applicable Permit (s) (other than for cause) or the attachment of any new terms and conditions to an Applicable Permit (s)(other than for cause); or
 - vi. any Applicable Permit (s) previously granted ceasing to remain in full force and effect, though there is no fault of or breach by a Party (including a failure to renew), or if granted for a limited period, not being renewed on a timely basis on an application thereof having been duly made in good time.

For the avoidance of doubt, a change in the rate of any Tax or the imposition of a new Tax shall not constitute a Change in Law and the Parties shall be liable to bear the impact and incidence thereof at their cost and risk;

19. **“Commercial Operation”** means the use of All Project Facilities developed at the Commercial Site for commercial purposes by levying, charging, demanding, collecting, realizing, retaining and appropriating the Tariff;
20. **“Commercial Operation Date”** or **“COD”** means the date on which the Independent Engineer/Consultant issues the Completion Certificate in respect of the facilities under MDOs upon which the Concessionaire becomes entitled to commence Commercial Operations;

Volume I: Instructions To Bidders

21. **Project Facilities**” means the facilities to be developed by the Concessionaire at the Commercial Site as per the terms of the Authorization Agreement which includes the facilities under MDOs.
22. **“Commercial Site**” means a contiguous area of 38.5 bigha (62320 sqmt) of land carved out of the Project Site as per the design submitted by the Concessionaire and approved by JODA for development of Commercial Facilities.
23. **“Commercial Site Lease Deed**” shall mean the lease deed for the Commercial Site to be executed between JODA and the Concessionaire, substantially in the form set forth in Appendix VIIA of Draft Authorization Agreement pursuant to which JODA shall lease to the Concessionaire the Commercial Site for development and maintenance of the All Project Facilities as per the terms and conditions of the Authorization Agreement.
24. **“All Project Facilities Authorization Period**” shall have the meaning ascribed to it in Article 3.3 of Draft Authorization Agreement.
25. **“Compliance Date**” shall be the date on which the Condition Precedents are fulfilled.
26. **“Concessionaire**” means the Special Purpose Company (SPC) or Special Purpose Vehicle (SPV) incorporated by the Preferred Bidder/Bidder’s Consortium under Companies Act, 2013 exclusively for implementing the Project on the terms and conditions stipulated in the Draft Authorization Agreement. The term shall include its successors and permitted assigns
27. **“Conditions Precedent**” means the conditions set out in Article 2 of Draft Authorization Agreement which are required to be filled by the JoDA and the Concessionaire within the stipulated period;
28. **“Consortium**” means the group of entities (not exceeding 3 including the Lead Member) which participate in the Bid for the Project together.
29. **“Construction Performance Security**” means the security amount to be furnished by the Preferred Bidder/ Concessionaire to JoDA before entering into Authorization Agreement in the form and manner specified in RFP.
30. **“Construction Period**” means the period from the Compliance Date to the date of issue of the Provisional Certificate or the Completion Certificate as applicable. Such period shall not be more than 3 years unless specifically extended by the JoDA with or without imposing Liquidated Damages on the Concessionaire.
31. **“Development Controls / General Development Guidelines**” means the guidelines and controls for development and implementation of the Project Facilities set forth in RFP;
32. **“Easement**” means all easements, reservations, rights-of-way, utilities and other similar rights as to the use of real property, which are necessary or appropriate for the conduct of activities of the Concessionaire related to the Project;
33. **“Eligibility Criteria**” shall mean the Financial Eligibility Criteria and the Technical Eligibility Criteria stipulated in the RFP, which is required to be met with by the Bidder to become eligible to participate in the Bid;
34. **“Encumbrances**” means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other obligation or restriction and shall include physical or legal obstructions or encroachments on the Site or Third Party claims or rights of any kind attaching to the Site;

Volume I: Instructions To Bidders

35. **“Equity”** means the sum expressed in Indian Rupees representing the equity share capital of the Concessionaire for the Project and shall include the funds advanced by any Consortium Member or by any of the shareholders of the Concessionaire for meeting the equity component of the Total Project Cost and shall include convertible instruments or other similar forms of capital, which shall compulsorily convert into equity share capital of the Concessionaire. Provided, however, that for the purposes of computing Termination Payment in accordance with Authorization Agreement, Equity shall be reckoned as an amount that is arrived at after excluding from the equity share capital of the Concessionaire (relating to the Project Facility) the sum by which the capital cost of the Project as stated by the Concessionaire for the purpose of claiming Termination Payment exceeds the Total Project Cost;
36. **“Financial Bid”** or **“Financial Proposal”** or **“Price Bid”** shall have the meaning as set forth in the ITB;
37. **“Financially non-Significant Member”** shall mean a Member other than Lead Member and Financially Significant Members of a Consortium, whose financials have not been taken into account to evaluate their eligibility with regard to the Financial Criteria;
38. **“Financially Significant Member”** shall mean a Member of a Consortium, whose financials have been taken into account in the capability statement to meet the Financial Criteria;
39. **“GoI”** means the Government of India;
40. **“Good Industry Practice”** means the exercise of that degree of skill, diligence and prudence, and those practices, methods, specifications and standards of engineering, procurement, construction, equipment, safety, operation and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and experienced construction contractor and/or operator, in a project of the type and size similar to the Project;
41. **“GoR”** means the Government of Rajasthan;
42. **“Government”** means, GoR, GoI or governmental department, commission, board, body, bureau, agency, authority, instrumentality, or administrative body, central, state, or local, having jurisdiction over the Concessionaire, the Project, the Project Assets and the Works or any part thereof or the performance of all or any of the services, obligations or covenants of the Concessionaire under or pursuant to provisions of RFP;
43. **“Indian Rupees”, “INR”, “Rupees”, “Rs.”, “Re.”** or **“₹”** means the lawful currency of the Republic of India;
44. **“Launch”** shall mean launch, pre-launch, soft launch, booking or any other activity through which the Concessionaire may receive considerations or any part thereof pertaining to sale/transfer of Residential Facilities prior to actual sale/transfer. For avoidance of doubt Launch does not mean/include sale/transfer of Residential facilities;
45. **“Lead Member”** shall mean in case of a Consortium, the firm nominated to act as Lead Member of the Consortium at the RFP stage, which qualifies as per the Eligibility Criteria, and which shall continue to be the Lead member and be authorized for submission of Bid on behalf of the Consortium. The Lead Member shall represent the Consortium on all matters pertaining to the RFP and shall have the primary responsibility of developing and implementing the Project.
46. **“Lenders”** means any Persons based in India or abroad providing Financial Assistance under the Financing Documents and includes non-banking financial companies, funds, trusts and/or trustees for the holders of debentures/or other debt instruments /

Volume I: Instructions To Bidders

- securities issued by the Concessionaire who provide Financial Assistance to the Concessionaire under the Financing Documents;
47. **“Letter of Award” or “LoA”** shall mean the letter to be issued by JODAt to the Preferred Bidder conveying intention to award the Authorization, in accordance with the terms of RFP;
48. **“Liquidated Damages”** means the compensation amount to be paid by the Concessionaire to the Grantor as per provisions of RFP, in case of delay on its part in achieving Project Completion;
49. **“Maintenance and Performance Standards” or “Performance Standards”** means the performance parameters for the operation and maintenance of the Project / Project Facilities set out in the RFP;
50. **“Mandatory Development Obligations” or “MDOs”** means the components of the Project mandatorily to be developed by the Concessionaire as specified in RFP and more specifically mentioned in Article 5 of Draft Authorization Agreement along with On-Site Infrastructure;
51. **“Operations Period”** means the period commencing from COD and ending on the expiry of Authorization Period by efflux of time or prior termination of this Agreement;
52. **“On-Site Infrastructure”** includes internal roads with designed crust composition having bitumen surfacings/cement concrete pavements, sidewalks, perimeter fencing, street lighting within the perimeter, internal water supply and sanitary arrangement, drains, sewerage, electricity sub-stations, electricity mains, transformers, water mains, sewer mains, utilities, parking facilities, waste disposal systems, storm water drains, rainwater harvesting systems, telecom services, firefighting system, logistics center, administrative offices and open space and green belt development, landscaping, maintaining of environmental conditions, arboriculture etc. within the perimeter of the Project Site as per the specifications detailed in RFP.
53. **“O&M”** means the operation and maintenance of the Project and includes all matters connected or incidental therewith, provision of services and facilities including On-Site Infrastructure, and collection of Tariff in accordance with the provisions of RFP;
54. **“O&M Performance Security”** shall have the meaning ascribed to it in Article 5 of Draft Authorization Agreement;
55. **“O&M Period”** means the period commencing from COD and ending on the expiry of Authorization Period by efflux of time or prior termination of this Agreement;
56. -----Deleted -----
57. **“Person”** means any individual, company, corporation, partnership, joint venture, trust, unincorporated organization, Government or Governmental Authority or agency or any other legal entity;
58. **“Preferred Bidder” or “Developer”** means any Company or Consortium that has been successful in the Bidding process for the Project, which shall incorporate the Concessionaire; being a Special Purpose Company to implement the Project
59. **“Project”** means the following:
- a) **In respect of 38.5 bigha of land (Appx 62500 sqmt)**
- i. development of Convention Community & Habitat Center by the Concessionaire within the specified time frame :
 - ii. design, financing, construction at the Site, implementation, completion, commissioning, marketing, management, operation & maintenance and commercial use of the Commercial Facilities, execution of the works and all activities incidental thereto by the Concessionaire;

Volume I: Instructions To Bidders

- iii. collection and appropriation of fee, at market driven rates, by the Concessionaire in respect of the All Project Facilities during the Commercial Project Authorization Period and
 - iv. transfer of the All Project Facilities by the Concessionaire to JODA or its nominated agency at the end of the Commercial Project Authorization Period by efflux of time or prior termination.
60. **“Project Completion”** shall have the meaning ascribed to it in Article 7.1 (a) of Draft Authorization Agreement;
61. **“Project Completion Period”** shall mean the period in which the development of all the components specified under Minimum Development Obligations has been accomplished by the Concessionaire duly certified by Grantor or its Authorized Representative.
62. **“Project Cost”** shall mean the cost of project as computed by the Preferred Bidder and included in its Bid. The components would include:
- i. The costs incurred for carrying out the project related activities such as formulation, development, plan, design, engineering, construction, operation, management consultancy;
 - ii. Total capital outlay of the Project, including cost of common & specialized infrastructure, material, labour, transport, consumables, testing, overheads, sundries, contingencies, insurance, supervision;
 - iii. Project Development Fee;
 - iv. All the fee, commissions, levies and taxes;
 - v. Expenses related to fund mobilization such as fees for financial services, brokerage, interest, commission, publicity expenses;
 - vi. Interest during construction period.
63. **“Project Development Fee”** shall mean the irrevocable and non-refundable success fee to be paid by the Preferred Bidder to JAGDPL in accordance with the provisions contained in RFP along with all applicable taxes.
64. **“Project Facilities”** shall mean collectively the All Project Facilities and the Residential Facilities. .
65. **“Project Site”** or **“Site”** shall mean the total 38.5 bigha of land at Vivek Vihar Scheme Sector : B Plot A&B, Jodhpur, Rajasthan earmarked by JoDA for implementation of the Project. The Project Site includes all the rights in relation thereto, the easementary rights, right of way, appurtenances, the approaches within the site and other areas on, into, at, under, over or through which the Project/Project Facilities or any other construction relating thereto is situated, located, passes through, sits upon or overlies, as delineated in site plan provided in the RFP.
66. **“Provisional Certificate”** means the certificate in respect of the MDOs issued by the Independent Engineer/Consultant pursuant to Article 7.2 (b) of Draft Authorization Agreement;
67. **“Request for Proposal”** or **“RFP”** or **“Bidding Documents”** shall mean the Bid documents comprising Volume I, Volume II and Volume III including addendum/clarifications made by JO.DA.
68. **-Deleted -**
69. **“Specifications and Standards”** means collectively or singularly, as the context may admit or require, the Development Controls, the Technical Specifications and the Performance Standards;
70. **“e-Procurement Portal”** means <http://eproc.rajasthan.gov.in>;
71. **“Tax”** means all forms of taxation whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value, goods,

Volume I: Instructions To Bidders

services, works, import, export, production or other reference and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions, rates and levies (including without limitation social security contributions and any other payroll taxes), whenever and wherever imposed (whether imposed by way of a withholding or deduction for or on account of tax or otherwise) and/or levies of any nature whatsoever, whether by GoI, the Grantor or Government Authorities, and in respect of any Person and all penalties, charges, costs and interest relating to it;

72. **“Technical Bid”** shall have the meaning as set forth in the ITB;
73. **“Technical Specifications”** or **“Specifications & Standards”** mean the technical specifications for the construction and implementation of the Project/Project Facilities as set forth in RFP;
74. **“Total Project Cost”** shall mean least of (a) the estimated Project Cost as projected in DPR to be submitted by the Concessionaire after signing of the Agreement and as approved by JoDA, (b) the Project Cost as per Financing Documents and (c) the actual capital cost as expended on the Project.
75. **“Annual Premium Amount”** shall have the sub-definitions in the following part:
- i. **“Total Annual Premium”** shall mean the arithmetic sum of Reserve Annual premium + Additional premium Amount offered by the Preferred Bidder to JoDA as a pre-condition for entering in to the Authorization Agreement
76. **“Vacant Possession”** means delivery of possession of the land comprising the Site, free from all Encumbrances, restrictions or impediments and the grant of all Easements and all other rights appurtenant or in relation thereto;

3.1 INTERPRETATION

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

1. The singular of any defined term includes the plural and *vice versa*, and any word or expression defined in the singular has the corresponding meaning used in the plural and *vice versa*;
2. Reference to any gender includes the other gender;
3. Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this RFP;
4. A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the likes incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
5. The terms “include” and “including” shall be deemed to be followed by the words “without limitation”, whether or not so followed;
6. Any reference to a person shall include such person’s successors and permitted assigns;
7. A reference to a “writing” or “written” includes printing, typing, lithography and other means of reproducing words in a visible form;
8. Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;

Volume I: Instructions To Bidders

9. A reference to “month” shall mean a calendar month, a reference to “week” shall mean a calendar week and a reference to “day” shall mean a calendar day, unless otherwise specified.
10. The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP. The terms "Article", "Clause", "Paragraph" and "Schedule" mean and refer to the Article, Clause, Paragraph and Schedule of this RFP so specified;
11. In the case of any conflict, discrepancy or repugnancy between the provisions of RFP documents, provisions of the Authorization Agreement shall prevail and supersede the provisions of all other documents;
12. The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of the Agreement;
13. All capitalized words and expressions used in the RFP shall have the meaning as ascribed to them in the RFP. In case the same is not defined in the RFP then they shall have the same meaning as ascribed to them in the Agreement.
14. The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this bidding. Furthermore, in case of any inconsistency in any of the provisions of this Bidding Document and the RTPP Act 2012 along with its Rules thereto, the later shall prevail.

4. GENERAL INFORMATION AND INSTRUCTIONS

4.1 AVAILABILITY OF BID DOCUMENTS ON THE WEBSITE

The bid documents can be accessed on the e-Procurement Portal website <http://eproc.rajasthan.gov.in> with effect from the date of publication of the Notice Inviting Bids. The prospective Bidders may download the bidding document from the website and pay its price while submitting the Bid to JoDA in the form and manner stated in the RFP.

4.2 CONTENTS OF THE RFP DOCUMENT

The RFP documents should be read in conjunction with any addenda issued. The RFP documents comprise of the following:

- i. Volume I: Instruction to Bidders and Annexure
- ii. Volume II: Project Information Memorandum
- iii. Volume- III : Draft Authorization Agreement & Appendices to the Agreement
(CONCESSION AGREEMENT)

4.3 GENERAL INSTRUCTIONS

4.3.1 The words and expressions, which are defined in this Volume I of RFP i.e. Instructions to Bidders (ITB), have the same meaning when used in the other Volumes of RFP, unless otherwise/separately defined.

4.3.2 The ITB sets out the bidding procedure and provides necessary details for the Bidders to prepare their e-Bids for the Development of Golf Course & Convention Community at Vivek Vihar, Jodhpur. The prescribed formats for submission of e-Bids are given in this Volume-I of RFP.

4.3.3 The Bidders are advised to submit their e-Bids complying with the requirements stipulated in the RFP document. The Bids may be rendered disqualified in case of receipt of incomplete Bids and/or if the information is not submitted as per the prescribed formats.

4.3.4 A Bidder is eligible to submit only one Bid. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.

4.3.5 The Project Information Memorandum (PIM) for the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination before submitting their Bids.

4.4 BIDDER'S RESPONSIBILITY FOR DATA

While preparing the Bid, the Bidder shall consider the information provided in this RFP in totality and shall independently verify/augment the facts and information and be entirely guided by its own independent assessment.

4.5 BIDDER'S ELIGIBILITY CRITERIA

4.5.1 General Eligibility

Volume I: Instructions To Bidders

- a) This invitation of Bid is open to all interested Bidders, who may either be a single entity or a group of entities (the “**Consortium**”) coming together to implement the Project. Single entity Bidder/Lead Member in case of Consortium shall be a Company registered under Companies Act, 1956.
- b) All Bidders, who participate in the bidding process, shall be considered, subject to their meeting the specific Eligibility Criteria set forth in the RFP.
- c) Bids submitted by a Consortium up to Two members (including the Lead Member) shall comply with the following requirements:
 - i. Consortium Agreement duly signed by all the members of the Consortium shall be submitted along with the Bid. The other members shall nominate one of the members of the Consortium thereof as the Lead Member (subject to fulfilling the conditions stipulated in the RFP).
 - ii. The Consortium Agreement shall clearly state the roles & responsibilities, proposed to be shared, among the members of Consortium during project execution and implementation.
 - iii. The Lead Member shall compulsorily be an Indian entity¹ who shall be authorized by all members of the Consortium to act for and on behalf of the Consortium including interacting with JoDA /JAGDPL Limited, receive instructions and furnishing Bid Security etc.
 - iv. The Lead Member and other Consortium members shall be jointly and severally liable to ensure that implementation of the Project is executed by the Concessionaire in accordance with the terms of the Draft Authorization Agreement and a statement to this effect shall be included in the Consortium Agreement.
 - v. All the information as per the requirements of the RFP shall be provided to the Lead Member of the Consortium.
 - vi. The Bid shall be legally binding on all the members of the Consortium.
 - vii. No member of the Consortium shall be changed after submission of the Bids and before signing of the Authorization Agreement. The Bids shall be evaluated based on the details and data furnished. JoDA’s decision regarding a Bidder’s eligibility or otherwise shall be final and binding.
- d) The Bidders shall provide evidence of their continued eligibility in a manner that is satisfactory to JoDA and, if required, JoDA may request the Bidders for the same till signing of the Authorization Agreement.
- e) Any entity which has been barred by the Central/ State Government or any entity controlled by them in India or abroad, from participating in any category of infrastructure project, and the bar subsists as on the Bid Due Date or had been imposed at any time in the last three (3) years immediately prior to the Bid Due Date, would not be eligible to submit a Bid.

Indian entity shall also include subsidiary of a foreign company incorporated in India under the Companies Act 1956/2013

- f) The Bids shall be unconditional, unqualified, firm and valid. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- g) A Bidder may be disqualified if it is determined by JoDA, at any stage of the bidding process that the Bidder fails to continue to satisfy the Eligibility Criteria. Supplementary information or documentation regarding the criteria may be sought

Volume I: Instructions To Bidders

from the Bidders at any time and the same shall be so provided within the time frame stipulated by JoDA. Any refusal of the Bidder to provide such data or providing insufficient data shall render the Bid liable to be rejected as a non-responsive Bid.

4.5.2 Minimum Equity Commitment

The Preferred Bidder shall be required to incorporate a Special Purpose Company (“Concessionaire”) under the Companies Act, 2013, prior to signing of Authorization Agreement. The Preferred Bidder/Consortium as a whole shall hold minimum 51% of the paid-up equity share capital of the Concessionaire at all times during a period that shall not be less than 3 (three) years counted from the Commercial Operation Date. In case of Preferred Bidder being a Consortium, the Lead Member shall hold at least 26% of the paid-up equity share capital of the Consortium for a period that shall not be less than 3 (three) years counted from the Commercial Operation Date and each other constituent member of the Consortium, shall also hold at least 10% of the paid-up equity share capital of the Concessionaire for a period that shall not be less than 3 (three) years from the Commercial Operation Date. No change in composition of the Preferred Bidder / Consortium shall be made for a period of 3 (three) years (the “**Lock-in Period**”) from the Commercial Operation Date. Any transfer of such share capital after such 3(three) years shall require the prior written approval of JoDA, which shall not be unreasonably denied.

4.5.3 Eligibility Criteria

To Bid for the Project, a Bidder shall have the following minimum eligibility criteria:

A. Financial Eligibility Criteria

- **Minimum Average Annual Turnover for individual or Group of Companies/ consortium of Rs. 75.00 crores (Rupees Seventy Five crores)** in the last three audited Financial Years (2014-15, 2015-16, 2016-17, or 2017-18) as per the Audited Balance Sheet. (Provisional CA certified copy for 2017-18 shall be considered)

AND

- **Minimum Net-worth of Rs. 50.00 crores (Rupees Fifty crores)** {(subscribed and paid up equity share capital + free reserves) – (revaluation reserves + miscellaneous expenditure not written off + accrued liabilities)} as on 31st March, 2017 as per the Audited Balance Sheet. (profit making company)

B. Technical Experience Criteria:

i. Development Experience

The Bidder shall have developed / constructed the following components during the last 5 Financial Years prior to Financial Year 2016-17 in India or abroad:

Commercial Complex/Residential Complex/Shopping Mall/Integrated Commercial Office Space with all business support facilities and infrastructure facilities of minimum total built-up area of 2,00,000 square feet (total area in not more than three locations)

OR

Hotel of 4 Star or above category having a minimum 100 rooms (in a single facility)

OR

Convention Community of minimum capacity of 1000 delegates (in a single facility)

OR

Volume I: Instructions To Bidders

An Exhibition Community/Facility of minimum total built-up area of 1,00,000 square feet (permanent structures having a total area in not more than two facilities)

OR

Hotel/ Club house with 35 no of rooms with Land area not less then 35000 sqmtrs.

ii.Operation & Maintenance Experience

Apart from the development experience, the Successful Bidder shall have to sign the agreement(s) with the competent party(ies) for the purpose of O&M before signing of Authorization Agreement with JO.DA. Also, any changes in such agreement(s) shall be permissible only with the permission of JO.DA. The competent party(ies) shall mean an entity(ies) which possess the following operation and maintenance experience in the listed categories, continuously for a minimum period of 3 (three) years in last 10 (ten) years prior to Financial Year 2016-17 in India or abroad:

A Convention / Conference facility of minimum total capacity of 1000 delegates (in a single facility);

OR

A Hotel of 4 Star or above category having a minimum 35 rooms (in a single facility);

OR

An Exhibition Community/facility having a minimum total area of 50,000 square feet (in a single facility);

OR

Hotel/ Club house with 35 no of rooms with Land area not less then 35000 sqmtrs.

Note:

- i. In case, the Bidder is a Consortium, the Lead Member of the Consortium should fulfill the Financial Eligibility Criteria individually at its own level while the Technical Experience Criteria can be fulfilled jointly by the Consortium members as a whole.*
- ii. The Successful Bidder before signing the Authorization Agreement shall provide certified copy(ies) of the agreement(s) documents signed with entity(ies) having requisite O&M experience.*

4.5.4 Qualification through Affiliates

- i. The Bidder (in case of a single bidder) / Consortium Member can draw upon the Technical Criteria and Financial Eligibility of one or more of its Affiliates. In either case, the ownership relation between the Bidder and the Affiliate(s) must be explained.
- ii. For purposes hereof, "**Affiliate**" means with respect to a specified Person, any Person which is a holding company or subsidiary of such specified Person, or any Person which directly or indirectly, (a) owns or controls such specified Person, is owned or controlled by such specified Person, or (c) is owned or controlled by the same Person, who, directly or indirectly, owns or controls such specified Person. For the purposes of this Document, the terms "holding company" and "subsidiary" shall have the meaning ascribed to them under Section 2(72) of the Companies Act, 2013 and the term "control" shall mean:
 - a) control over the composition of majority of board of directors of a company;

Volume I: Instructions To Bidders

OR

- b) control of more than 50% (fifty percent) of the voting shares of such Person;
AND
- c) with respect to a Person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise.

4.5.5 Special Conditions of a Consortium

- a) For evaluation of eligibility, the following conditions shall additionally apply:
 - i. The maximum number of members in the Consortium shall be two including the Lead Member;
 - ii. The Lead Member shall be required to fulfill Financial Eligibility Criteria individually at its own level while Technical Experience Criteria can be fulfilled jointly by the Consortium members as a whole;
 - iii. The Consortium as a whole shall be required to commit to hold a minimum equity participation of 51% in the SPC at all times during a period that shall not be less than 5 (five) years from the Commercial Operation Date;
 - iv. Minimum equity commitment shall be as per the Clause 4.5.2.
- b) For evaluation of Technical Experience Criteria as stipulated in Clause 4.5.3, only such projects would be considered for evaluation, which have been developed / operated by any one constituent member of the Consortium either on its own or as a Lead Member of a Consortium / SPC.

4.5.6 Special Condition for a Sole bidder

In case of Sole Bidder, it shall be required to commit to hold a minimum equity participation of 51% in the Project SPC at all times during a period that shall not be less than 5 (five) years from the Commercial Operation Date.

4.5.7 Non-Compliance with RFP

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

- 4.5.8** Any entity which has been barred by the Government of Rajasthan, any other State Government in India or the Government of India or any entity controlled by them in India from participating in any category of infrastructure projects or is adjudged as insolvent, bankrupt or is being wound up or has been convicted of any criminal offence, etc. or is covered under any condition as prescribed under the Letter of Undertaking (Annexure A3), shall be barred from participating in the bidding process.

The Bidder shall in this regard, submit along with its Technical Bid, a Letter of Undertaking, in the format provided under Annexure A3.

4.6 COST OF BIDDING

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

4.7 POWER OF ATTORNEY FOR BID SIGNATORY

Volume I: Instructions To Bidders

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

4.8 VALIDITY OF BID

4.8.1 The Bids submitted shall remain valid for 180 days from the Bid Due Date. Bids with validity for a period shorter than the Bid Validity Period specified in this RFP shall be considered as non-responsive and shall be rejected.

4.8.2 In exceptional circumstances, prior to the expiry of the original Bid Validity Period, JODAmay request the Bidders to extend the period of Bid validity for a specified additional period. The request for the extension shall be made in writing. Bidders who agree for extension of Bid Validity as requested by JODAwill not be permitted to modify their Price Bid. However, they will provide a written consent authorizing JODAto retain the Bid Security amount for such extended period additionally. The Bidder shall however be at liberty not to concede to such request by JODAfor extension of Bid Validity Period, without being liable to forfeiture of its Bid Security.

4.9 BID SECURITY

4.9.1 A Bidder is required to deposit, along with its Bid, a Bid Security of Rs. 3.48 crores (Rupees three crores forty eight lakh only). The Bidders will have an option to deposit Bid Security to submit in the form of a DD/Bank Guarantee (as per format placed at Annexure-A13) from any scheduled bank in favour of “**Secretary, Jodhpur Development Authority**”, which can be invoked by JoDA at any of the Bank’s branch at Jodhpur. The validity period of a Bank Guarantee shall not be less than 6 (six) months from the date of Technical Bid Opening. The validity period for Bank Guarantee may be extended as may be mutually agreed between JoDA and Bidder from time to time. No interest shall be payable by JoDA on Bid Security amount. It is clarified that the Bid Security shall be paid/deposited only in Indian Rupees. Any refund of Bid Security shall also be in Indian Rupees and JoDA shall not bear any foreign exchange risk.

4.9.2 Any Bid not accompanied by the Bid Security in the manner and form stated in RFP shall be declared non-responsive by JoDA and the respective Bid shall not be opened for evaluation.

4.9.3 The Bid Security of unsuccessful Bidders, except the Bidder (H2) next to the Preferred Bidder (H1), will be returned promptly, but not later than one month after the expiration of the Bid Validity Period or within 15 days of issue of Letter of Award (LoA) to the Preferred Bidder, whichever is earlier. The Bid Security of H2 will be returned within 15 days of signing of Authorization Agreement with the Preferred Bidder and the SPV set up by the Preferred Bidder.

4.9.4 The Bid Security shall become liable for forfeiture in the event of the following:

- i. If the Bidder refuses to accept the correction of errors in its Bid, or
- ii. If the Bidder submits a conditional Bid which would affect unfairly the competitive provision of other Bidders who submitted substantially responsive Bids and / or is not accepted by JoDA, or

Volume I: Instructions To Bidders

- iii. If either the Total Upfront Amount, as per the offer of the Bidder, is lower than the Reserve Upfront Amount fixed by JoDA or if, the Total Annual Premium, as per the offer of the Bidder, is lower than the Reserve Annual Premium fixed by JoDA, or
- iv. If the Bidder modifies or withdraws its Bid after the Bid Due Date but during the Bid Validity Period or the extended Bid Validity as mutually agree, as the case may be, or
- v. If the Preferred Bidder fails to pay the Project Development Fee in the manner and within the time frame specified in the RFP, or
- vi. If the Preferred Bidder fails to furnish a Bank Guarantee of Rs. 17.40 crores (Rupees Seventeen crores forty lacs only) towards Construction Performance Security within the time period stipulated in the RFP, or
- vii. If the Preferred Bidder fails to pay the Total Upfront Amount in the manner and time stipulated in the RFP, or
- viii. The Preferred Bidder along with Concessionaire fails to sign the Authorization Agreement as stipulated in the RFP, or
- ix. If the Bidder breaches any provision of code of integrity specified in the bidding document.

4.10 MISCELLANEOUS INSTRUCTIONS

4.10.1 JoDA reserves the right to disqualify a Bidder/terminate the Authorization Agreement if the details submitted by it are found to be incorrect or untrue at any stage of the bidding process, completion of bidding process and during the Authorization Period.

4.10.2 eBids that are incomplete in any respect or those which are not consistent with the requirements as specified in this RFP might be considered non-responsive and may be liable for rejection.

4.10.3 Adherence to formats, wherever prescribed, is required. Non-adherence to formats might be a ground for declaring a Bid non-responsive.

4.10.4 All communication and information shall be provided in writing and in English language only.

4.10.5 All financial data shall be given (converted) in Indian Rupees (INR) only. The conversion ratio has to be specified clearly.

4.10.6 All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be reckoned as final.

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

4.10.8 If any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by JoDA or any of its agencies/consultants/advisors, is found to be incorrect or is a material

Volume I: Instructions To Bidders

misrepresentation of facts, then the Bid shall be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception if JoDA is adequately satisfied about the same and the concerned Bidder may be given an opportunity by JoDA to rectify the error. This, however, shall be at the sole discretion of JoDA or any of its advisors/agencies/consultants and such discretion shall not be subject to challenge by any of the Bidders.

4.11 BID RESPONSIVENESS

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

- i. It does not include sufficient information/details for it to be evaluated and/or is not in the formats specified in this RFP.
- ii. It is not digitally signed in the manner as specified in this RFP.
- iii. If scanned copies of DD towards payment of following are not uploaded on the website as part of the Bid under Cover 1:
 - a. Cost of the Bid document
 - b. RISL tender processing fee
 - c. The Bid Security amount as specified in RFP
- iv. Non-responsive Bids shall be liable for rejection at any stage during the Bid evaluation process and the decision of JoDA in this regard shall be final and binding.

4.12 PRE-BID CONFERENCE

4.12.1 A pre-bid conference shall be held on the date and time as indicated in the RFP, at the Conference Hall of JoDA at JoDA office, JoDA Circle, Opp: Railway Hospital, Jodhpur – 342001 and the Bidder/Bidder’s designated representative(s) are invited to attend the same.

4.12.2 Bidders are advised to contact JoDA/JAGDPL to indicate whether or not they will attend and, if so, the number of attendee(s) and their names, designation etc, at least two (2) working days prior to the date of the pre-bid conference.

4.12.3 The purpose of the pre-bid conference will be to clarify queries of the Bidders related to the Project and RFP document, if any.

4.12.4 The Bidders should submit the queries in writing or by fax or e-mail and the same should reach JoDA /JAGDPL at least three (3) working days before the pre-bid conference along with a soft copy of the same to JoDA and JAGDPL by e-mail.

4.12.5 Minutes of the pre-bid conference shall be uploaded on the website—www.eproc.rajasthan.gov.in.

4.13 CLARIFICATION & AMENDMENT OF RFP DOCUMENT

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

4.13.2 At any time prior to the Bid Due Date, JoDA may amend the RFP document through an addendum. Any addendum of the bidding document, which may become necessary as a result of pre-bid conference or otherwise, shall be made by JoDA exclusively through the issue of an addendum and not through the minutes of the pre-bid conference.

Volume I: Instructions To Bidders

4.13.3 Any addendum thus made shall be uploaded on www.eproc.rajasthan.gov.in and shall become part of the RFP document and shall be binding on the Bidders.

4.13.4 To give prospective Bidders reasonable time to take an addendum in to account in preparing their bids, JoDA may, at its discretion, extend the deadline for submission of Bids.

4.13.5 Non-attendance of the pre-bid conference shall not be a cause for disqualification of a Bidder.

4.14 CODE OF INTEGRITY FOR BIDDERS

4.14.1 No person participating in a bidding process shall act in contravention of the code of integrity prescribed by the State Government.

4.14.2 The code of integrity includes provisions for:

- Prohibiting
 - any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the bidding process or to otherwise influence the bidding process;
 - any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the bidding process;
 - improper use of information shared between the JoDA and the Bidders with an intent to gain unfair advantage in the bidding process or for personal gain;
 - any financial or business transactions between the Bidder and any officer or employee of the JoDA;
 - any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the bidding process;
 - any obstruction of any investigation or audit of a bidding process;
- disclosure of conflict of interest;
- disclosure by the Bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.

4.14.3 Without prejudice to the provisions below, in case of any breach of the code of integrity by a Bidder or prospective Bidder, as the case may be, the JoDA may take appropriate measures including:

- exclusion of the Bidder from the bidding process;
- calling-off of pre-contract negotiations and forfeiture of Bid Security;
- forfeiture of any other security or bond relating to the bidding;
- recovery of payments made by the JoDA along with interest thereon at bank rate;
- cancellation of the relevant contract and recovery of compensation for loss incurred by the JoDA;
- debarment of the Bidder from participation in future procurements of the JoDA for a period not exceeding three years.

Volume I: Instructions To Bidders

4.15 CONFLICT OF INTEREST

4.15.1 A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:

- a) they have controlling partners in common;
- b) they receive or have received any direct or indirect subsidy from any of them;
- c) they have the same legal representative for purposes of the bid;
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;
- e) A Bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a Bidder, in more than one bid; or
- f) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process.

4.16 REJECTION OF BIDS

4.16.1 The Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory on the part of JODa to accept any Bid or to give any reasons for its decision.

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

4.17 GRIEVANCE HANDLING DURING PROCUREMENT PROCESS

Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the first or second Appellate Authority, as the case may be, in accordance with the provisions of Chapter III of The Rajasthan Transparency in Public Procurement Act, 2012 and Chapter VII of The Rajasthan Transparency in Public Procurement Rules, 2013. The first Appellate Authority shall be the Commissioner, JoDA while the second Appellate Authority shall be Additional Chief Secretary, Urban Development & Housing Department (UDH), Government of Rajasthan, Jodhpur.

5. BIDDING PROCESS

5.1 OVERVIEW

5.1.1 The Bidders are required to submit their e-Bids in Three covers as follows:

Cover 1: This shall contain scanned copies of documents relating to (i) Payment towards Bid Security, (ii) Payment towards cost of Bid documents (iii) Payment towards Processing Fee to JoDA and

Cover – 2 will contain Technical Bid with all supporting documents as stipulated in this RFP. (Online submission as well as hard copy submission)

(Cover – 3)Financial Bid: This shall contain only the Price Bid for the Project, which is to be online only. No hard copy of Financial bid shall be accepted. **(Only online)**

5.1.2 The Technical Bid of each Bidder shall be evaluated based on the Eligibility Criteria specified in this RFP.

Volume I: Instructions To Bidders

- 5.1.3 The Bidders qualified in the Eligibility Criteria will only be eligible for opening & evaluation of their Price Bids. Evaluation of the Price Bids will be the final stage of the bidding process.
- 5.1.4 In order to accomplish a comprehensive, expeditious and fair Bid evaluation process, Bidders are requested to study the contents of the RFP documents completely and carefully.
- 5.1.5 The evaluation of Bids would lead to the selection of a Preferred Bidder. The Preferred Bidder would be required to incorporate a Special Purpose Company (SPC) under the Companies Act, 2013 (for exclusive implementation of this project only) following which the Authorization Agreement would be signed amongst the JoDA, and the Project SPC and the Preferred Bidder (as confirming party). It will be mandatory to form an SPV for project implementation.
- 5.1.6 Generally, the Preferred Bidder shall be the Highest Bidder (H1). The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in this RFP, the second highest bidder (H2) be invited to match the Bid submitted by the Highest Bidder (H1) in case such Highest Bidder (H1) withdraws or is not selected / considered for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.

6. PREPARATION AND SUBMISSION OF BIDS

6.1 GENERAL SUBMISSIONS

- 6.1.1 Bidders must submit their Bids online at e-procurement portal i.e. <http://eproc.rajasthan.gov.in>.
- 6.1.2 The Bidders who wish to participate in this online Bid process will have to register themselves on www.eproc.rajasthan.gov.in and will have to procure Digital Certificate as per Information Technology Act, 2000 using which they can sign their electronic Bids.
- 6.1.3 Bidders are advised to refer to the order issued by the Finance Department, GoR vide F.1(1)FD/GF&AR/2007 (Circular No. 19/2011) dated 30.09.2011 for getting acquainted with e-tendering process (Annexure - A10).
- 6.1.4 All the documents uploaded should be digitally signed with the DSC of authorized signatory and uploaded only in PDF format with clear readability and prescribed filename.
- 6.1.5 A Single Stage Three Cover system shall be followed for the Bid:

Cover : 1

- Original DD of towards cost of Bidding Document
- Original DD of towards RISL Processing Fee
- Original DD or Bank Guarantee (as per Annexure A13) towards Bid Security

Cover 2: Technical bid

The Technical bid shall consist of the following documents:

- Checklist of Submissions as per Annexure A1.
- Covering Letter as per Annexure A2.

Volume I: Instructions To Bidders

- Letter of Undertaking as per Annexure A3.
- Consortium Agreement (in case of Consortium) as per Annexure A4.
- Power of Attorney for the Bid Signatory as per Annexure A5.
- Power of Attorney for Lead Member (in case of Consortium) as per Annexure A6.
- Board Resolution as per Annexure A7.
- Project Site as per Annexure A8.
- General Development Guidelines as per Annexure A9.
- General Information of the Bidder as per Annexure B1.
- Financial Summary as per Annexure B2.
- Development/Construction experience details as per Annexure B3.
- Letter of Undertaking for Technical Bid as per Annexure B4.
- Price Bid Letter as per Annexure C1

Cover 3: Financial Bid

The Financial Bid shall consist of the following document:

- Price Bid as per Annexure C2 (**On line only**)

6.1.6 Submission of Bid documents in any cover other than as specified above shall result in outright rejection of Bid.

6.1.7 The Bidder shall ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in different formats/contents may lead to the rejection of the Bid submitted by the Bidder.

6.2 INSTRUCTIONS FOR SUBMISSION OF BID

i. General Information in respect of the Bidder

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

Volume I: Instructions To Bidders

- d) All the pages/documents of Technical Bid shall be duly paginated and signed with stamp of the Bidding entity duly affixed.

ii. Financial Qualifications (to meet the Eligibility Criteria)

- a) The Bidders shall submit their financial summary to meet the Financial Eligibility Criteria as per **Annexure B2**.
- b) The Bidders shall be required to submit Audited Annual Accounts of single entity or of all the consortium members for the last three Financial Years (FY 2014-15, 2015-16, 2016-17 or 2017-18 (provisional)) in support to the above, as attachments to the **Annexure B2**.

iii. Experience Qualifications (to meet the Eligibility Criteria)

Development / Construction Experience: Details shall be furnished separately for each member of Consortium as per **Annexure B3**.

In case of any foreign experience being claimed by the Bidder, the Bidder shall submit copies of such experience certificates issued by the client (authorized signatory of the client) and duly attested from the Indian Embassy of the country where the project was executed. In case the experience certificate issued by the authorized signatory of client is in any language other than English, the Bidder shall also submit the translation of such experience certificate from other languages to English duly authenticated from the Indian Embassy where the project was executed. The Bidder shall also submit the Email-id and telephone numbers of the concerned client and also the Indian Embassy official who certified the project.

iv. A letter of undertaking for Technical Bid as per Annexure B4

Bidder shall submit its Technical Bid along with a letter of undertaking as per **Annexure B4**.

6.3 INSTRUCTIONS FOR SUBMISSION OF PRICE BID

The Bidders shall be required to quote the following under the Price Bid in Cover 2 in the prescribed format as per **Annexure – C2**

- i. Additional Annual Premium in INR (Rs.)

6.4 COMMON INSTRUCTIONS

- 6.4.1 If the Bidder does not follow the instructions contained in RFP, JoDA / JAGDPL shall not assume any responsibility for the misplacement or premature opening of the Bid, especially the Financial Bid.
- 6.4.2 Online receipt/Bank Guarantee for payments towards Bid Security, cost of Bid documents and Processing Fee of RISL shall be submitted by the Bidder.

6.5 BIDS NOT SUBMITTED BY BID DUE DATE

- 6.5.1 Bids shall be submitted online at e-procurement portal (www.eproc.rajasthan.gov.in) up to the time and date specified in the NIB.
- 6.5.2 The website shall not accept uploading of Bids after the Bid Due Date reckoned from the clock of the website. It shall be the Bidders' responsibility to ensure that the Bids are submitted on or before the Bid Due Date.

6.6 WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS

Volume I: Instructions To Bidders

- 6.6.1 A Bidder may withdraw/modify or re-submit its Bid (technical and/or financial cover) on e-procurement portal as per the instructions/procedure mentioned at e-procurement website under the section "Bidder's Manual Kit".
- 6.6.2 Bids withdrawn shall not be opened and processed further.
- 6.6.3 The Bidders are neither allowed to make any modifications or substitution to the Bid submitted nor withdraw the Bid at any point of time after the Bid Due Date till the expiry of Bid Validity Period or any extension thereof.

7. BID OPENING AND EVALUATION

7.1 OPENING OF TECHNICAL BIDS

- 7.1.1 The Bids shall be opened on the date and time mentioned in the NIB/RFP in the presence of the Bidders or their authorised representatives who choose to be present.
- 7.1.2 The Bidder's representative attending the Bid opening meeting shall be required to present a letter of authority from the Bidder.
- 7.1.3 All the documents submitted for Eligibility Criteria under the relevant cover shall be opened & downloaded from the e-Procurement website only for those Bidders who have uploaded scanned copy of online receipt of remittances towards the cost of the Bid Documents, the Processing Fee amount of RISL and the Bid Security amount as stipulated in the RFP.
- 7.1.4 The names of Bidders who have withdrawn their Bids as per terms & conditions of RFP shall be announced and recorded and such withdrawn Bids shall not be opened.
- 7.1.5 Name of Bidders who have substituted or modified their Bids shall be announced and recorded.
- 7.1.6 At the outset it shall be ascertained whether the Bidder has made remittances towards Bid Security, cost of Bid documents and Processing Fee in the manner and form as stipulated in RFP. Any failure on the part of the Bidder in this respect shall render the Bid invalid and such Bid shall not be opened for further consideration.
- 7.1.7 The Price Bids of only those Bidders who qualify in the evaluation of Technical Bids would be opened. The Price Bids shall be opened in the presence of the representatives of the Bidders who have qualified the Eligibility Criteria and who choose to attend. Bidders who have qualified the Eligibility Criteria will be informed regarding, venue, date and time of the Price Bids opening at appropriate time through e-mail and/or the relevant information shall be uploaded on the official website of e-procurement.

7.2 PROCESS TO BE CONFIDENTIAL

- 7.2.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to the Bidders or any other persons not officially concerned with such process until the process is complete and JoDA's decision to issue the LoA to the Preferred Bidder has been announced.

7.3 CLARIFICATION OF BIDS

- 7.3.1 To assist in the examination, evaluation, and comparison of Bids, JoDA /JAGDPL may, at its discretion, ask any Bidder for information/clarification/substantiation.
- 7.3.2 ---- Deleted -----

Volume I: Instructions To Bidders

- 7.3.3 However, clarifications if any required from Bidder, shall be in written form and will be communicated to the Bidder by JoDA /JAGDPL. The Bidder shall respond to such communication within the time prescribed therein.
- 7.3.4 Any clarification volunteered by a Bidder with regard to its Bid that is not in response to a request by the JoDA /JAGDPL shall not be considered by JoDA /JAGDPL.
- 7.3.5 No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the JoDA / JAGDPL in the evaluation of the Financial Bids.
- 7.3.6 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive, shall be sought, offered or permitted.

7.4 EVALUATION OF BIDS

7.4.1 Evaluation of Technical Bid

- a. Process: JoDA may constitute a Committee for the purpose of Bid Evaluation. The submissions of the Technical Bid would be evaluated to check its substantial compliance with the stipulated requirements. If the submission is not in substantial compliance, the submissions will be rejected and the Bidder will be eliminated from further evaluation process. The right to determine the ‘substantial compliance’ or otherwise will rest solely with JoDA /Committee and no correspondence and/or representation towards this will be entertained. A Technical Bid that is in substantial compliance is one that is accompanied with the required documents in the prescribed format in RFP and which conforms to the requirements without material deviation, reservation or omission (i.e. which affects in any substantial way the scope, obligations, quality, specifications, standards, rules, controls and performance of the Project).
- b. Cause for Rejection: The required information shall be provided in ‘reasonable detail’ and in the prescribed formats. For purposes here, ‘reasonable detail’ means that, the submissions in the Technical Bid generally meet the requirements and if need be, by having communication with the Bidder, the same can be clarified. The determination of whether the information has been provided in ‘reasonable detail’ rests solely with JoDA /Committee.
- c. JoDA /Committee may discuss, request clarifications/substantiation/additional information and require meeting with the Bidders or presentation by the Bidders on their Technical Bids. The Bidders shall provide clarifications/substantiation/additional information/documents, as requested within a period as specified by JO.DA.
- d. The evaluation of the Technical Bid is summarized as below:

| Criteria* | Result |
|---|--------|
| Meeting the Technical & Financial Eligibility Criteria specified in the RFP | Yes/No |

- e. If the answer to the ‘Result’ is ‘No’ the Bid shall be classified as ‘non- qualifying’ and hence would not be taken up for opening and evaluation of the Price Bid. If answer to the ‘Result’ is ‘Yes’ then the Price Bid of the Bidder will be opened and evaluated.

Volume I: Instructions To Bidders

7.4.2 Evaluation of Price Bids

- **Process:** Price Bids, submitted in compliance with the RFP would be reviewed and evaluation of the Price Bid would be undertaken. If the submission does not satisfy the criteria specified in the RFP, the submission will be rejected and the Bidder will be eliminated from further evaluation process.
- **Evaluation:** For evaluation of the Price Bid, Total Annual Premium offered / quoted (Reserved annual premium Rs. 4.00 crores + Extra quoted by bidder = NPV) shall be considered for computing the NPV. H1 shall be the qualifying criteria.

7.5 CORRECTION OF ERRORS

Bid determined to be substantially responsive will be checked for any arithmetic errors. Wherever there is discrepancy between the amounts in figures and in words, the amount stated in words will be reckoned as final.

- a. The interpretation/corrections made by JoDA /Committee, as explained above, shall be binding upon the Bidder.
- b. If the Bidder does not accept the interpretation of JoDA /Committee and the consequent corrections in the Bid, the Bid may be summarily rejected and Bid Security may be forfeited wholly or partly, as may be considered appropriate by JoDA, but only after giving an opportunity to the Bidder to present its case before JoDA and granting a personal hearing to the Bidder.

7.6 PREFERRED BIDDER

The Bidder, in whose favour the NPV works out to be the highest, shall be the Preferred Bidder (H1).

7.7 SPECIAL CONDITION FOR SELECTION OF PREFERRED BIDDER

In the event the financial offer of two or more Bidders is the same, JoDA may ask the said Bidders to furnish their respective revised offer which shall not be lower than Annual Premium as per the initial offer made by the respective Bidders. The Preferred Bidder (H1) shall be determined on the basis of such revised offer.

7.8 CONFIDENTIALITY

The confidentiality of the Technical Bid of each Bidder will be respected by JoDA / JAGDPL and will not be divulged unless required by operation of law. The contents of the Technical Bids and any other non-proprietary information, of the Preferred Bidder may be made public at the sole discretion of JoDA.

8. AWARD OF PROJECT / SIGNING OF AUTHORIZATION AGREEMENT

8.1 JoDA'S RIGHT TO REJECT ANY OR ALL BIDS

- 8.1.1 JoDA reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to the award of Authorization, without assigning any reason and thereby without incurring any liability to the affected Bidder or Bidders and / or any obligation to inform the affected Bidder or Bidders of the grounds for its action.
- 8.1.2 In case it is found during the evaluation or at any time before signing of the Authorization Agreement or after its execution and during the period of subsistence thereof, including the Authorization thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met with 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 Preferred Bidder either by issue of the LOA or entering into of the Authorization Agreement, and if the Bidder has already been issued the LOA or has entered into the Authorization Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the JoDA to the Bidder, without JoDA being liable in any manner whatsoever to the Bidder or the Concessionaire, as the case may be. In such an event, JoDA shall forfeit and appropriate such part of either the Bid Security or Construction Performance Security or Operation & Maintenance Performance Security, as the case may be, as genuine pre-estimated compensation and damages payable to JoDA for, inter alia, time, cost and effort of JO.DA, without prejudice to any other right or remedy that may be available to JO.DA.
- 8.1.3 JoDA reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents at any point of time considered appropriate by it. Failure of JoDA to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of JoDA thereunder.

8.2 ISSUE OF LoA AFTER EVALUATION OF THE BIDS AND APPROVAL OF JoDA

Upon completion of the Bid evaluation process, acceptance of the Bid and intention of award of the Project / Authorization would be conveyed by JoDA to the Preferred Bidder, who satisfies all other compliance requirements. The Letter of Award (LoA) would be issued by JoDA to the Preferred Bidder.

8.3 FULFILMENT OF CONDITIONS FOR SIGNING OF AUTHORIZATION AGREEMENT AS INCLUDED IN LoA

The Preferred Bidder need to fulfill the following conditions or such other conditions as may be stipulated in LoA before signing of the Authorization Agreement:

- 8.3.1 Pay a non-refundable and irrevocable 'Project Development Fee' @0.50 OF Estimated cost plus GST to JAGDPL through ---/ DD only from any Scheduled/Nationalized Bank in the name of JAG Designers Private Limited payable at Ahmedabad within 30 days of issue of LoA. The Demand Draft shall be delivered at JAGDPL office address and receipt of the same shall be provided by JAGDPL. Also Developer has to pay 1% of Project cost to JAG Designers Pvt. Ltd.as Project Monitoring Fees which will be divided in to 36 equal monthly installments and shall be paid to JAGDPL every month before 7th day of month through ---/DD only. (GST shall be paid extra as applicable) If project gets delayed

Volume I: Instructions To Bidders

beyond 36 months Developer has to pay monthly charges as per prorata to JAGDPL till completion.

8.3.2 Furnish Construction Performance Security to JoDA for an amount and in form and manner prescribed in the RFP.

8.3.3 Incorporate a (SPV) exclusively for developing, operationalizing and maintaining the Project during the Authorization Period and submission of the related documents with equity details as per the RFP / Submitted Bid of the Preferred Bidder within 120 (one hundred twenty) days from the date of issue of LoA.

8.3.4 ---- DELETED -----

If the Preferred Bidder fails to fulfil the above conditions within the stipulated time schedule, JoDA would have a right to reject the Bid and forfeit the Bid Security of the Preferred Bidder and consider the offer of the second Highest Bidder (H2). The decision of JoDA in this regard shall be final and binding.

8.4 SIGNING OF AUTHORIZATION AGREEMENT

8.4.1 The Preferred Bidder and the Concessionaire shall sign the Authorization Agreement with JoDA within 90 (Ninety) days of issue of LoA upon fulfilling the requirements mentioned at Clause 8.3 above.

8.4.2 The Preferred Bidder and the Concessionaire shall be required to sign the Authorization Agreement on a non-judicial stamp of specified value at its cost to be purchased from anywhere in Rajasthan only.

8.4.3 If the Preferred Bidder and the Concessionaire fails to sign the Authorization Agreement with JoDA, the Bid Security/Construction Performance Security of the Preferred Bidder, as may be available with JoDA, shall be forfeited. In that event, JoDA shall have right to award the Project to the second Highest Bidder (H2) and enter into Authorization Agreement accordingly.

8.4.4 JoDA shall release the Bid Security to the Preferred Bidder upon furnishing of Construction Performance Security to JO.DA.

8.5 EXECUTION OF PROJECT SITE LEASE DEED

JoDA shall, on or before the Compliance Date, execute lease deeds for the Project Sites on “as-is-where-is” basis for implementation of the entire Project.

8.6 POSSESSION OF SITE TO CONCESSIONAIRE

The Concessionaire upon signing of the Authorization Agreement & lease deeds and upon formal intimation to JoDA, can fix a date mutually agreeable to both parties, and take over the leased premises from JoDA with inventory and records of material/assets in the premises, if any.

8.8 PAYMENT OF TOTAL ANNUAL PREMIUM

The Reserve Annual Premium, as fixed by the JO.DA, is Rs. 4.0crores (Rupees Four crores). The Developer/Concessionaire shall pay to JoDA the Total Annual Premium, which shall be the arithmetic sum of the Reserve Annual Premium of Rs4.0 crores (Rupees Four crores) and the Additional Annual Premium as quoted by the Bidder as the bid parameter and as accepted by JoDA, through a bank demand draft drawn in favour of “Secretary, Jodhpur Development Authority” on a scheduled bank payable at

Volume I: Instructions To Bidders

Jodhpur, Rajasthan. Taxes as applicable shall be payable extra by the Preferred Bidder. The Total Annual Premium shall be paid by the Concessionaire in advance on year to year basis starting after completion of 36 (thirty six) months i.e. construction period from the Compliance Date (Date of LOA) in conformity with provisions of RFP. Provided that for the first payment of Total Annual Premium payable by the Concessionaire to the JoDA, the amount shall be adjusted on a pro-rata, till succeeding 31st March of the Financial Year. Provided that for the year of termination of the Agreement by efflux of time, the Total Annual Premium shall be adjusted on pro-rata basis for the balance period. The Total Annual Premium payable by the Concessionaire to the JoDA shall be escalated by 5% (five percent) on Reserved Annual premium every year throughout the All Project Facilities Authorization Period. For avoidance of doubt, it is clarified that the first escalation factor of 5% (five percent) shall become applicable on completion of 48 (forty eight) months from Compliance Date.

8.9 OTHER STATUTORY PAYMENTS

Preferred Bidder shall pay to JoDA /GoR/GoI, any other charges, cess, duties as leviable as per statutory requirement of GoR/GoI and will be subject to change as and when revised by GoR/GoI.

8.10 COMPENSATION IN THE FORM OF LIQUIDATED DAMAGES FOR DELAYED COMPLETION

Time shall be the essence of this Agreement. The Concessionaire shall be liable to pay compensation to the JoDA for any delay in Project Completion as provided hereunder;

In the event that the facilities under the MDOs are not completed on or before the scheduled completion date for such facilities (i.e. within 36 (thirty six) months from the Compliance Date), for any reason other than Force Majeure or reasons solely attributable to the JoDA, as certified by the Independent Engineer / Consultant as the case may be, and subject to any provisions of the Agreement providing for extension of time for performance or excuse from performance, as the case may be, the JoDA shall be entitled to recover Liquidated Damages from the Concessionaire at the rate of Rs. 2.00 lakh (Rupees two lakh) per day for each day of delay subject to a maximum of Rs. 2.00 crores (Rupees two crore) for a delay of 100 days beyond the Scheduled Project Completion Date. For any delay beyond 100 days from the Scheduled Project Completion Date, unless the delay is due to reasons solely attributable to the JoDA or due to Force Majeure, the JoDA shall have the right to terminate the Authorization Agreement for such a Concessionaire's Event Of Default in accordance with the provisions of this RFP.

The Concessionaire shall pay due amount as Liquidated Damages to JoDA within 30 (thirty) days of a notice being received by it from JoDA, failing which JoDA shall be entitled to recover the amount from the Construction Performance Security or from any other sums of the Concessionaire available with JoDA as per terms and conditions of RFP.

It is further clarified that the Concessionaire's responsibility to pay the Total Annual Premium shall commence with effect from 36 months from the Compliance (construction completion) Date irrespective of the delay in the completion of the facilities under MDOs unless such delay is attributable to JoDA or is due to Force Majeure.

8.11 AUTHORIZATION PERIOD

The Authorization Period for the Convention Community and Habitat Center is 60 (sixty) years from the construction completion Date (construction period of 36 months.)

In the event of expiry of the Authorization Period by efflux of time, JoDA may invite fresh bids for the project for an Authorization Period and other terms and conditions as may be considered appropriate by the JoDA at that point of time. The Concessionaire shall be granted an opportunity, on the principle of 'First Right of Refusal', to match the bid as per highest offer (if such highest offer is considered reasonable by the JoDA).

If the Concessionaire matches the highest offer and agrees to abide by the fresh terms and conditions of the new authorization agreement, a fresh authorization agreement shall be entered into between the relevant parties for the Facilities. However, the 'First Right of Refusal' to the Concessioner shall be available for one bid process only as conducted by the JoDA on expiry of the Agreement by efflux of time.

And if both JoDA and Developer are not in agreement to move on together and jointly agrees to sell out the property, in that event a public Auction shall take place and property will be sell. JoDA shall pay 45% of this recovered price from the auction to the developer.

8.12 FREE USAGE OF THE CONVENTION COMMUNITY

The facilities of Convention Community such as multi-purpose convention Community, convention hall, exhibition hall & space (indoor as well as outdoor), plenary hall, seminar hall, meeting rooms/halls, VVIP meeting lounge, Board rooms, all these project components put together, shall be made available to the State Government/ JoDA for state level functions or functions organized by JoDA free of cost for a period of Thirty days in a Year. Should, however, period of Thirty days or part thereof remain unutilized in a Year, the same shall not be carried over to the next Year.

The free usage of the Convention Community shall, however, exclude food & beverage facilities, stay in hotels, specialty areas etc. which shall be payable by JoDA /State Government /nominated agency at prevailing rates as per actual utilization of the facilities. JoDA /State Government shall also pay the electricity consumption charges as per actual.

ANNEXURES

PART A
FORMATS FOR BID SUBMISSION

| Annexures | Format for |
|------------------|---|
| Annexure A1 | Checklist of Submissions |
| Annexure A2 | Covering Letter |
| Annexure A3 | Letter of Undertaking |
| Annexure A4 | Consortium Agreement including appointing Lead Member (in case Bidder being a Consortium) |
| Annexure A5 | Power of Attorney for the Bid Signatory |
| Annexure A6 | Power of Attorney for appointing the Lead Member - Signed by all members of the Consortium |
| Annexure A7 | Board Resolution |
| Annexure A8 | Project Site |
| Annexure A9 | General Development Guidelines |
| Annexure A10 | GoR, Finance Department Order No. F.1(1)FD/GF&AR/2007 (Circular No. 19/2011) dated 30.09.2011 |
| Annexure A11 | Bank Guarantee for Construction Performance Security |
| Annexure A12 | Stamp Duty Notification |
| Annexure A13 | Bank Guarantee for Bid Security |

Annexure A1

**Format for
CHECKLIST OF SUBMISSIONS**

| S.No. | Enclosures to the Technical & Price Bid | Status (Submitted / Not Submitted) | Remarks |
|-------|--|---------------------------------------|---------|
| 1. | Covering Letter (A-2) | | |
| 2. | Original DD towards cost of RFP document | | |
| 3. | Original DD towards RISL Processing Fee | | |
| 4. | Original DD/ Bank Guarantee (A-13) towards Bid Security | | |
| 5. | Letter of Undertaking (A-3) | | |
| 6. | Consortium Agreement (A-4) (In Case The Bidder is a Consortium) | | |
| 7. | Power of Attorney for the Bid Signatory (A-5) (choose any one) In case the Bidder is submitting the Bid on its own OR In case the Bidder being a Consortium | | |
| 8. | Power of Attorney for the Lead Member (A-6) <i>(In case the Bidder is a Consortium)</i> | | |
| 9. | Board Resolution (A-7) | | |
| 10. | Project Site (A-8) | | |
| 11. | General Development Guidelines (A-9) | | |
| 12. | General Information (B-1) | | |
| 13. | Financial Summary (B-2) | | |
| 14. | Audited Financial Statements/ Annual Reports | | |
| 15. | Development/Construction Experience Details (B-3) | | |
| 16. | Experience Certificates for Development Experience | | |
| 17. | Letter of Undertaking for Technical Bid (B-4) | | |
| 18. | Price Bid Letter (C-1) | | |
| 19. | Price Bid (C-2) ON LINE ONLY | | |

Annexure A2

**Format for
COVERING LETTER**

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

Date:

To,

The Secretary,
Jodhpur Development Authority,
JoDAOffice,
JoDACircle, Opp: Railway Hospital,
Jodhpur, Rajasthan

Subject: Bid for the Development of Raj Mata Vijya Raje Scindiya International Convention & Habitat Centre (Community) with all related facilities and supported by world class Infrastructure at Vivek Vihar Yojana Sector-B Plot A & B, Jodhpur on PPP Mode

Dear Sir,

1. We are submitting this Bid (Proposal) on our own. (**or**)

We are submitting this Bid (Proposal) as the Lead Member of a Consortium consisting of the following members, for and on behalf of the Consortium.

| S.No. | Names of Consortium Members | Address |
|-------|-----------------------------|---------|
| 1. | (Lead Member) | |
| 2. | (Member) | |

As a Lead Member, we understand the obligations of the Concessionaire to implement the Project. We are enclosing Consortium Agreement signed by all the members of the Consortium, nominating and authorizing us to act as 'Lead Member' for implementing the Project.

2. Having visited the Project Site and examined the RFP Document, for the execution of the Authorization Agreement for the captioned Project, we, the undersigned, offer to plan, design, engineer, finance, construct, operate, maintain & transfer the whole of the said 'Project' (other than Residential Facilities) including marketing of permissible components during the Authorization Period in conformity with the RFP.
3. This Bid and the LoA issued by JoDA in lieu of its acceptance shall form part of the Project Agreements to be signed between us and the special purpose company incorporated by us and the Jodhpur Development Authority (JoDA). We understand that if a Bidder is selected as the Preferred Bidder, it is on the basis of the technical, financial & organizational capabilities and experience of the Bidder taken together. We understand that the basis for our qualification will be the complete Bid documents submitted along with this letter and that any circumstance affecting our continued eligibility as per RFP or any circumstance which would lead or have led to our disqualification, shall result in our disqualification under this Bidding process.

Volume I: Instructions To Bidders

4. We agree that if we or the special purpose company incorporated by us fails to;
 - a) meet the Minimum Development Obligations and/ or Technical Specifications and/ or the Performance Standards according to the conditions/ stipulations of the RFP/ Authorization Agreement
 - b) offer/provide required facilities to the JoDA or its Authorized Representative for carrying out the inspection of works, operations and performance
 - c) act in accordance with the provisions of RFP/Authorization Agreement in any manner whatsoever at any point of time or if we act in contravention of these provisions

JoDA or its representative shall be at liberty to take action, as deemed appropriate by it, in accordance with the RFP/Authorization Agreement.
5. We understand that if our Bid is accepted by JoDA, it would be mandatory for us to form a Special Purpose Vehicle under Companies Act, 2013 for implementation of the Project.
6. We agree to abide by this Bid for a period of **180 (one hundred and eighty) days** from the Bid Due Date and it shall remain binding upon us till the expiry of aforesaid period of 180 days or till an extended period as may be directed by JoDA. We understand that the Bid may be accepted at any time before the expiry of that period or the extended period, as the case may be.
7. In the event of our Bid being accepted, we agree to enter into a formal Authorization Agreement with JoDA by incorporating a Special Purpose Company for exclusive implementation, incorporating the conditions of the Bid including the draft Authorization Agreement thereto annexed and written acceptance thereof.
8. We agree, if our Bid is accepted, for the following:
 - a) To pay a 'Project Development Fee' amount of @0.5% of total project cost plus GST through a Demand Draft/--- from any Scheduled/Nationalized Bank in favour of JAG Designers Private Limited payable at Ahmedabad, within 30 days of issue of LoA; such 'Project Development Fee' shall be non-refundable and irrevocable and to be delivered at JAGDPL office address.
 - b) To furnish the Construction Performance Security for Rs. 17.40 crores (Rupees Seventeen crores forty lacs only) as per provision of RFP as a pre-condition to signing of the Authorization Agreement.
9. We agree that if we fail to fulfill any of the conditions mentioned at para 7 and 8 above, JODAs shall have the right to forfeit the Bid Security being furnished by us along with this Bid.

Volume I: Instructions To Bidders

10. Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms as under:
 - To achieve Mandatory Development Obligations as indicated in the RFP;
 - To strictly observe Development Controls/Building By-laws of Jodhpur Development Authority (JoDA), guidelines of Town Planning or any other statutory provisions in force through local bodies/GoR/GoI authority;
 - To adopt Technical Specifications, the performance standards etc. as stipulated in the RFP;
 - To act in accordance with the environmental norms of the State and Central Governments;
 - To follow any other regulation as applicable.
11. We understand that JoDA is not bound to accept any or all Bids it may receive.
12. We declare that we have disclosed all material information, facts and circumstances, which would be relevant to and have a bearing on the evaluation of our Bid and selection as Preferred Bidder.
13. We do also certify that all the statements made and/or any information provided in our proposal are true & correct and complete in all aspects.
14. We declare that in the event that JoDA discovers anything contrary to our above declarations, it is empowered to forthwith disqualify us and our Bid from further participation in the Bid evaluation process and forfeit our Bid Security.
15. We have examined and have no reservations to the Bidding Document, including Addenda No. _____.

Dated this _____ day of _____ 2015

(Signature)

(Name of the person)

(In the capacity of)

Company Seal

(Name of the Bidder)

Duly authorized to sign Proposal for and on behalf of (Fill in block capitals)

**Format for
LETTER OF UNDERTAKING**

[To be furnished by the Bidder on its letterhead,
In case of Consortium to be given separately by each member of the consortium]

Date:

To,
The Secretary,
Jodhpur Development Authority,
JoDA Office,
JoDA Circle, Opp: Railway Hospital,
Jodhpur, Rajasthan

Subject: Bid for the Development of Raj Mata Vijya Raje Scindiya International Convention & Habitat Centre (Community) with all related facilities and supported by world class Infrastructure at Vivek Vihar Yojana Sector-B Plot A & B, Jodhpur on PPP Mode

Dear Sir,

We confirm that

- we are not barred by Government of Rajasthan (GoR), any other State Government in India (SG) or Government of India (GoI) or any of the agencies of GoR/SG/GoI from participating in any category of infrastructure project, and the bar subsists as on the Bid Due Date or had been imposed at any time in the last three (3) years immediately prior to the Bid Due Date, would not be eligible to submit a Bid.
- We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
- We have not, and our directors and officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to our/their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- We have not a conflict of interest in the procurement in question as specified in the bidding document.
- We comply with the code of integrity as specified in the bidding document.

Yours faithfully,

(Signature of Authorised Signatory)

(Name, Title, Address, Date)

**Format For
CONSORTIUM AGREEMENT**

(In case the Bidder being a Consortium)

(On Non Judicial Stamp Paper of a value of Rs. 100/-)

THIS AGREEMENT is executed at _____ on this _____ day of _____ 2015 between _____ a Company registered under the Companies Act 1956/2013 and having its registered Office at _____ (hereinafter referred to as “the Party of the First Part”) and _____ also a Company registered under the Companies Act 1956/2013 and having its registered office at _____ (hereinafter referred to as “the Party of the Second Part”) and _____ also a Company registered under the Companies Act 1956/2013 and having its registered office at _____ (hereinafter referred to as “the Party of the Third Part”)

WHEREAS

- I. All the Parties of the First, Second & Third are entitled to enter into joint venture / partnership with any person or persons including a company for carrying on the business authorized by their respective Memorandum of Association or their incorporation documents, as the case may be.
- II. The Parties hereto propose to participate as a Consortium for the Bid based on the Request for proposal (RFP) from Jodhpur Development Authority (JO.DA), for the project of Development of Golf Course & Convention Community (GC&CC) at Achrol, Jodhpur (Rajasthan) (“the Bid”) by pooling together their resources and expertise.
- III. If the Parties hereto succeed in the Bid, they shall incorporate a Special Purpose Company (SPC) under Companies Act, 2013 which will exclusively undertake planning, designing, engineering, financing, construction, marketing, operation and management of the proposed Golf Course & Convention Community (GC&CC) at Achrol, Jodhpur (Rajasthan) (“the Project”).
- IV. The Parties hereto are desirous of recording the broad terms of their understanding as set out herein below:

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the Parties hereto agree to undertake the project jointly on the broad terms and conditions herein through a Special Purpose Company (SPC) to be incorporated by them with the shareholding commitments expressly stated to domicile the project, prior to the implementation.
2. That the business of the SPC will be that of exclusively Planning, Designing, Engineering, Financing, Constructing, Marketing, Operating & Managing the Project for Development of Golf Course & Convention Community (GC&CC) at Achrol, Jodhpur (Rajasthan).
3. That in the event the Parties hereto succeed in the Bid for the Project, the SPC will execute the Project in accordance with terms and conditions of the Bid document and will execute the Authorization Agreement and all the documents / writings /papers with the JoDA and construct and commission the Project in accordance with the plans / designs sanctioned by the appropriate/ concerned authorities.

Volume I: Instructions To Bidders

4. That it shall be ensured that the consortium as a whole maintains minimum 51% of the Equity Share Capital in the SPC for a period that shall not be less than 5 (five) years from Commercial Operation Date.
5. That it shall also be ensured that _____ (**“the Lead Member”**) holds at least 26% of the Equity Share Capital of the SPC for a period that shall not be less than 5 (five) years from Commercial Operation Date, and _____ and _____ (**“Constituent Members”**) hold at least 10% of the Equity Share Capital of the SPC each, for a period of 5 (five) years from Commercial Operation Date.
6. The roles and responsibilities of the Members of the Consortium shall be as follow:
 The Party of the First Part (Lead Member) shall be responsible for:
 - (i)
 - (ii)
 - (iii)
 The Party of the Second Part shall be responsible for:
 - (i)
 - (ii)

(Note: Role & responsibility of all Members of the Consortium shall be included in the above para).

7. Each of the Parties shall be liable and responsible to ensure jointly and severally that the Concessionaire executes the Project as per the terms and conditions of the Authorization Agreement. Further, the Parties shall also be liable to contribute to the Concessionaire, their respective financial, management and business experience, expertise, competence and acumen for the success of the Project.
8. That the responsibility of all the members of the Consortium shall be joint and several at every stage of implementation of the Project.
9. That in case the Project is awarded to the Consortium, the Consortium shall carry out all the responsibilities through the Special Purpose Vehicle as the Concessionaire and shall comply with all the terms and conditions of the Authorization Agreement as would be entered with JoDA.
10. That this Agreement shall remain in full force and effect till the Project is awarded, the SPC is formed and the Authorization Agreement is signed.
11. That nothing in this Agreement shall be construed to prevent or disable any Party hereto to carry on any business on their own in terms of their respective Memorandum of Association or any constituting document of the entity.

(Note: The above provisions are mandatory, the Consortium may add any other provision, if required, which are not contradictory to the above)

IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written.

Signed and delivered for and on behalf
of the within named M/s.....

by its Director / Authorized Representative,

.....

duly authorized in the presence of

.....

Signed and delivered for and on behalf
of the within named M/s.....
...by its Director / Authorized Representative,

.....
duly authorized in the presence of
.....

Signed and delivered for and on behalf
of the within named M/s.....
...by its Director / Authorized Representative,

.....
duly authorized in the presence of
.....

Notes:

- *The mode of execution of the Consortium Agreement should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favor of the person executing this Consortium Agreement for the delegation of power hereunder on behalf of the Bidder.*
- *For a Consortium Agreement executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Consortium Agreement is being issued. However, the Consortium Agreement provided by Bidder 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 Appostille certificate.*

Format for

POWER OF ATTORNEY FOR THE BID SIGNATORY (in case the Bidder is submitting the Bid on its own) {On Requisite Stamp Paper}

KNOW ALL MEN by these presents that we,[name of the Company], a company within the meaning of the Companies Act, 1956/2013 (incorporated under the Companies Act 1956/2013), having its Registered Office at[Address of the Company] (hereinafter referred to as “Company”):

WHEREAS in response to the Request for Proposal (RFP) for Plan, Design, Engineer, Finance, Construct, Market, Operate, and Transfer basis including maintaining and managing the Bid for the Development of Raj Mata Vijya Raje Shindhiya International Convention & Habitat Centre (Community) with all related facilities and supported by world class Infrastructure at Vivek Vihar Yojana Sector-B Plot A & B, Jodhpur on PPP Mode (“Project”), the Company is submitting Bid Comprising Technical and Price Bids on behalf of the Bidder/Consortium for the Planning, Designing, Engineering, Financing, Construction, Marketing, Operation and Maintenance of the Project to ‘The Secretary, Jodhpur Development Authority, JoDA office, JoDA Circle, Opp: Railway Hospital, Jodhpur, Rajasthan and is desirous of appointing an attorney for the purpose thereof.

WHEREAS the Company deems it expedient to appoint Mr. _____ son of _____ resident of _____, holding the post of _____ as the Attorney of the Company.

NOW KNOW WE ALL BY THESE PRESENTS, that _____ [name of the lead member company] do hereby nominate, constitute and appoint.....[name & designation of the person].....as its true and lawful Attorney so long as she/he is in the employment of the Company to do and execute all or any of the following acts, deeds and things for the Company in its name and on its behalf, that is to say:

- To act as the Company’s official representative for submitting the Bid comprising Technical Bid and Price Bid for the said project and other relevant documents in connection therewith;
- To sign all the necessary documents, papers, testimonials, applications, representations and correspondence necessary and proper for the purpose aforesaid;
- To tender documents, receive and make inquiries, make the necessary corrections and clarifications to the Bid and other documents, as may be necessary;
- To do all such acts, deeds and things in the name and on behalf of the Company as necessary for the purpose aforesaid.

| | |
|--|--|
| <p>The common seal of [name of the company] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on -- Day of -----, 2015 in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company of [name of the company]</p> | <p>----- [name & designation of the person] ----- [name & designation of the person]</p> |
|--|--|

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.

Volume I: Instructions To Bidders

- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

OR

Format for

POWER OF ATTORNEY (POA) FOR AUTHORIZED SIGNATORY ON BEHALF OF MEMBERS OF CONSORTIUM

(In case the Bidder being a Consortium)

{On Requisite Stamp Paper - be in the name of the company which is issuing the power of Attorney}

Know all men by these presents, that We (name of member of the consortium with the address of the registered office) do hereby constitute, appoint and authorise Mr./Ms.(name and residential address) who is presently employed with us and is holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid submitted in response to the Request for Proposal (RFP) for Plan, Design, Engineer, Finance, Construct, Market, Operate, Maintain and Transfer of Bid for the Development of Raj Mata Vijya Raje Scindiya International Convention & Habitat Centre (Community) with all related facilities and supported by world class Infrastructure at Vivek Vihar Yojana Sector-B Plot A & B, Jodhpur on PPP Mode ("Project").

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

For _____

Accepted

.....(signature)

(Name, Title and Address of the Attorney)

.....(signature)

.....(signature)

(Name, Title and Address of the two Witnesses)

Note:

- *To be executed by all the members in case of a Consortium.*
- *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 board or shareholders resolution/power of attorney in favor 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 Bidder 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.*

**Format For
APPOINTING THE LEAD MEMBER - SIGNED BY ALL MEMBERS OF THE CONSORTIUM**

{On Requisite Non Judicial Stamp Paper}

KNOW ALL MEN by these presents that this Power of Attorney is being issued by, ...[name of the company], a company within the meaning of the Companies Act, 2013 (incorporated under the Companies Act 1956/2013), having its Registered / Corporate Office at[Address of the Company],[name of the company], a company within the meaning of the Companies Act, 2013 (incorporated under the Companies Act 1956/2013), having its Registered / Corporate Office at[Address of the Company],[name of the company], a company within the meaning of the Companies Act, 2013 (incorporated under the Companies Act 1956/2013), having its Registered / Corporate Office at[Address of the Company] (hereinafter collectively referred to as "Consortium").

WHEREAS the Consortium is to submit a Bid in response to the Request for Proposal ("RFP") for the 'Bid for the Development of Raj Mata Vijya Raje Scindiya International Convention & Habitat Centre (Community) with all related facilities and supported by world class Infrastructure at Vivek Vihar Yojana Sector-B Plot A & B, Jodhpur on PPP Mode, Rajasthan' issued by Jodhpur Development Authority (J.O.DA) and is desirous of appointing an attorney for the purpose thereof.

Whereas the Consortium deems it expedient to appoint M/s. _____ (name of Company, registered office address), as the Lead Member of the Consortium.

NOW KNOW WE ALL BY THESE PRESENTS, that the Consortium does hereby nominate, constitute and appoint.....[name the lead member company] as its true and lawful Attorney to do and execute all or any of the following acts, deeds and things for the Consortium in its name and on its behalf, that is to say:

- a) To act as the Lead Member of the Consortium for the Purposes of the Project;
- b) In such capacity, to act as the Consortium's official representative for submitting the Technical and Price Bid for the Project and other relevant documents in connection therewith;
- c) To sign all papers for bids, offers, project documents, necessary documents, papers, applications, representations and correspondence necessary and proper for the purpose aforesaid;
- d) To tender documents, receive and make inquiries, make the necessary corrections and clarifications to the project documents, as may be necessary;
- e) To sign and execute contracts relating to the Project, including variation and modification thereto;
- f) To represent the Consortium at meetings, discussions, negotiations and presentations with JoDA, Competent Authorities and other Project related entities;
- g) To receive notices, instructions and information for and on behalf of the Consortium;
- h) To accept Letter of Award (LoA);
- i) To execute the Authorization Agreement for and on behalf of the Consortium;

Volume I: Instructions To Bidders

j) To do all such acts, deeds and things in the name and on behalf of the Consortium as necessary for the purpose aforesaid.

AND the Consortium hereby covenants with the said Attorney to ratify and confirm all and whatever the attorney may lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF the Company puts its hand and seal to this Power of Attorney on this[day, month & year]

| | |
|---|--|
| <p>The common seal of [name of the company] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on ----- Day of -----, 2015 in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company of [name of the company]</p> | <p>The common seal of [name of the company] ----- [name & designation of the person]</p> |
| <p>The common seal of [name of the company] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on ----- Day of -----, 2015 in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company of [name of the company]</p> | <p>The common seal of [name of the company] ----- [name & designation of the person]</p> |
| <p>The common seal of [name of the company] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on ----- Day of -----, 2015 in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company of [name of the company]</p> | <p>The common seal of [name of the company] ----- [name & designation of the person]</p> |

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 board or shareholders resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- .

**Format For
BOARD RESOLUTION**

(Board resolution by the Bidder or each member of the Consortium, in case the Bidder is Consortium, indicating the approval to undertake the project and authorize a person for signing of necessary documents)

Resolved that the company will participate in the bidding for the “Development of Golf Course & Convention Community at Achrol, Jodhpur, Rajasthan” on Plan, Design, Engineer, Finance, Construct, Market, Operate, Maintain and Transfer basis by forming a Consortium with.....at..... andat.....

Further it is resolved that the following person is being nominated for representing the company and signing the documents on company’s behalf.

Name:

Designation:

Contact number:

Contact Address:

Volume I: Instructions To Bidders

Annexure A8

Project Site Plan

ENCLOSED AS PDF

General Development Guidelines

DEVELOPMENT BRIEF:

The Project Facilities, as envisaged in the RFP, would need to be planned, designed, engineered, constructed, operated and maintained in accordance with the Specifications & Standards, Applicable Development Control, JoDA building norms and Maintenance & Performance Standards provided in this section of the RFP.

1.1 Project Scope:

This project is conceived as a combined development with several elements like a Convention Community, Exhibition Halls (indoor as well as outdoor), a 5-star and above category Hotel along with support infrastructure/ Office Complex facilities etc as defined in the RFP.

In addition to aforesaid components, Bidder shall also be entitled to develop following components: (Habitat Centre)

- Public plaza and Gaming zone
- Residential Villas/Apartments/ Serviced Apartments
- Art Gallery & Shopping Arcade and Business Community
- Multiplex
- Any other development with the approval of JoDA

A land parcel admeasuring 38.5 bigha (appx 62500 sqm) has been identified and earmarked for development of the Project facilities.

1.2 Project Development Guidelines/Controls:

- a) The Concessionaire shall adhere to Building Bye-Laws of JoDA, Town Planning norms and local bye-laws as applicable for ground coverage, permitted Floor Area Ratio (FAR), parking for commercial development, height of the building structure and all other developmental controls including development of Affordable Housing, as applicable, while preparing the design for various components of the Project. The design and development shall also be user friendly for differently abled persons.

INDICATIVE GUIDED SPECIFICATION AND STANDARDS

1. Preamble:

The following specifications and standards cover only some of the minimum requirements for the development. The Concessionaire shall plan, design, engineer, finance, construct, market, operate, maintain and transfer the proposed Golf Course and Convention Community Facility and allied facilities (including Hotel and Commercial/Office Space/Residential etc) strictly conforming to the relevant code/s of Bureau of Indian standards, the national Building Code, the best industry practices and internationally acceptable norms. Whether the requirements are explicitly stated or not in the RFP documents, the Bidders must note that JoDA envisages a world class facility in all respects and expects a truly international quality and standards of development from the Selected Bidder, and this shall be a binding contractual obligation.

The Golf Course shall be developed as per international practices and standards.

2. Site Development related specifications:

- i. The Bidder should provide landscaping, internal road network and parking areas within the site.
- ii. The internal paving to be a combination of black top road, concrete paving blocks, interlocking paving blocks, landscaped garden and green areas
- iii. Approach road leading to Convention/Exhibition facilities should be at least 60m wide.
- iv. All internal roads for vehicular traffic should be at least 7m wide two lane and 4m wide single lane carriageway with adequate provision for foot path, drains, street lights etc.
- v. The parking area should be designed and built to accommodate vehicles of all the users of Golf Course and Convention Community.
- vi. Storm water drains shall be constructed with pre-cast RC sections.

3. Civil and Structural Requirements

- i. The buildings shall be designed in accordance with the latest Bureau of Indian Standard Codes to withstand wind and seismic forces as per applicable zone.
- ii. RCC structures shall be designed as per IS 456: 2000
- iii. Steel structures shall be designed in accordance with the provisions of IS 800:1984. Structural steel shall conform to IS 2062:2006. Tubular sections would conform to IS - 4923. Structural joints shall conform to IS 4000:1992.
- iv. Bidder is advised to carry out its own tests and investigations related to soil condition, strata, bearing capacity and other characteristics.

4. Exhibition Hall Specifications:

i. Height

The height for the Exhibition hall should be about 20 m at the center.

ii. Floor Loading

Volume I: Instructions To Bidders

The floor loading should be 20,000 kg per square meter.

iii. Operable Walls

The larger halls should be able to be partitioned into smaller single independent halls by operable walls.

iv. Telephone/ Data-lines

- a. One to four extensions per service pit, with over 100 available in total per hall, accessed by service pits on a 6 meter x 6 meter (20 feet x 20 feet) grid.
- b. Four outlets per pit on a 6 meter x 6 meter (20 feet x 20 feet) grid.
- c. Single-mode and multi-mode fiber backbone to BD/FD.

v. Power

Maximum load should be 1000 amps 3 phase. There should be electrical service pits per hall on a 6 meter x 6 meter grid. Each electrical service pit should have one (1) 32 amp 3 phase neutral and earth switch plug socket. Each hall should have access to one (1) 300 amp and five (5) 125 amp 3 phase neutral and earth linked boxes for electrical load exceeding the service pit outlets capacity. All pits should be linked by 50 mm conduit in the slab. Service Pit Covers in Halls and the corridors shall be made of metal plate in accordance with safety standards.

5. Multi-purpose Hall Specifications:

a. Retractable Seating

Retractable seating may be provided in the Multi-Purpose Conference Hall. The minimum specifications for retractable seating are as follows:

- i. Power Assist for System Operations
- ii. Semi-Automatic for Chair operation

The provision shall be made in accordance with relevant standards for building, materials and fire safety.

b. Equipment and Audio Visual System

- i. Provision for Simultaneous Interpretation Systems (SIS) shall be made in the Multi-Purpose Conference Hall for a capacity of 1500 delegates (minimum). Minimum requirements for SIS are an interpreter's control unit, and 1 tabletop transmitter per target language, 1 receiver and headphone, or headset per participant. The booths can either be fixed or mobile. Provision shall be made for upto 6 language interpretation booths with 1500 Nos. (minimum) of Wireless IR Receivers with headphones for reception of simultaneous language interpretation. The equipments can be radio or infrared frequency type. The Developer shall comply with the relevant international standards for all the equipments. Table 1 provides a list of equipment.

Table 1: Interpretation Equipment: Hi-Tech Conference Room

| Interpreter's Control Unit | |
|--------------------------------------|---|
| 1. | Interpreters Headphones |
| 2. | Microphones |
| 3. | Amplifiers |
| 4. | Control consoles |
| 5. | Fixed/ Mobile Booth |
| 6. | Risers, Video Monitors, and other equipment |
| Equipment for the Participant | |
| 1. | 1 top transmitter per target language |
| 2. | 1 Receiver and headphone or Headset per participant |

- ii. Sound Reinforcement system for the entire hall suitable for Speech / Light music, seminars, lectures, presentations etc.
- iii. Rear projection Screens & LCD Projector for detailed presentations of all formats of video from presentations to motion picture.
- iv. Auto dome CCD Cameras for capturing live video of the stage proceedings and project on the main screen display.
- v. Video Distribution of the proceedings of the Hall to the entire Convention Community through various Plasmas & TV placed at selected locations / rooms.
- vi. State-of-art Digital Congress Network, equipped with Chairman & Delegate microphone units enabled conferences & discussion seminars.
- vii. DVD Recorders enabled recording & storage of all the interpreted languages or floor language along with video directly on the DVD
- viii. Wired microphones for podium or stage applications.
- ix. Upto 10 wireless microphones, either handheld tie-clip or wire-free application of microphone source.
- x. 16 Channel Microphone mixing console to manage various I/P sources from the control room.
- xi. DVD Players, VCRs, Music Sources.
- xii. Provisions for Inputs from various I/O devices like laptops, documents cameras, slide projectors, etc. through the interface plates in the floor boxes.
- xiii. Provisions for various inputs / outputs from above the truss for more LCD Projectors, motorized screens etc. through interface modules placed above the bars.
- xiv. Touch screen control / monitoring of the AV equipment in the entire convention hall to enable the use of multiple equipment at the touch of a single button.
- xv. Ceiling Speaker (Rated power-100W, 650x400x322mm, wt: 24KG)

6. Acoustics:

Volume I: Instructions To Bidders

The partition between two meeting halls should have a Sound Transmission Coefficient (STC) of 70 dB measured with dual-channel spectrum analyzers as per ISO 140.

The ideal reverberation time should be around 1.25 seconds in unoccupied state, measured as per ISO 3382.

7. Hotel:

The Hotel shall be provided with all the facilities and amenities in the category in consonance with the star category hotel that is being planned.

8. Exit Facilities in Convention, Exhibition, Auditorium & Hotel Facility:

- i. Door widths shall not be less than 2 m wide, or
- ii. Sufficient number and locations of exits shall be provided for the total capacity as per the NBC.

9. Air Conditioning:

The Convention Community, Exhibition Hall, Hotel and other components shall be provided with Air-Conditioning as per the relevant standards and specifications of NBC, BIS and other recognized international standards.

10. Support Facilities for Convention, Exhibition, Auditorium & Hotel Facility:

The support facilities as envisaged for similar facilities are provided in the report. These can be used as benchmarks to international standards wherever relevant. However, appropriate provisions in line with the national standards like NBC, BIS, recognized international standards and the best industry practices will have to be made by the Concessionaire based on detailed architectural & structural designs.

11. Signages in Convention, Exhibition, Auditorium & Hotel Facility:

The Concessionaire shall provide signage so as to facilitate necessary information to the visitors regarding amenities and their location. The signage would be provided separately:

- i. Information Signs,
- ii. Facility Signs, and
- iii. Other Signs.

12. Parking Area:

- i. Provision of Car parking (in covered/ open/basement), (Conventional / Mechanical) shall be made, as per Local Bye-Laws.
- ii. The Minimum bay dimensions per car space shall be made as per Local Bye-Laws for basement parking and above ground parking facilities.
- iii. Minimum carriageway of pavement for circulation space within parking facilities shall be 4 m if one-way and 6m if two-way.
- iv. All parking spaces shall be paved 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 Indian Standards to demarcate parking and circulation space.

13. Commercial spaces/area permitted under the Project:

The Concessionaire may also develop commercial space as approved under the project i.e. Souvenir Shops, Retail Showrooms, Business area, etc. All relevant rules and regulations of the Government of Rajasthan and Ministry of Tourism (MoT), Federation

Volume I: Instructions To Bidders

of Hotel & Restaurant Association of India (FHRAI) shall be followed by the Concessionaire for developing commercial spaces/area. Parking provisions catering to the needs of the commercial space/area, as per local bye-laws shall be made.

14. Support Facilities and Amenities:

The Concessionaire shall provide all the necessary support facilities and amenities conforming to the development controls and meeting the relevant indian and international standards.

15. Fire Fighting Facilities:

The Concessionaire shall provide the required firefighting equipment and facilities including fire exits, fire proof doors, etc. conforming to the relevant standards and the applicable rules and regulations.

16. Facilities for Differently Abled Persons:

The Concessionaire shall provide all the necessary facilities to the entry/ exit, seating and movement of differently abled persons including wheel chairs, ramps, specially designed seats, toilets, etc.

MAINTENANCE AND PERFORMANCE STANDARDS

1. Preamble:

The maintenance and performance standards as given herein below cover only some of the minimum requirements for operation. The Concessionaire shall operate, maintain and manage the proposed Project and allied facilities strictly conforming to the relevant Bureau of Indian Standards, the best industry practices and internationally acceptable norms. Whether the requirements are explicitly stated or not in the RFP documents, the Bidders must note JODA envisages and expects a truly international quality and standard facility in all respects from the Selected Bidder, as the binding contractual obligation.

2. General:

During the period of operation, the Concessionaire shall maintain all the facilities in accordance with performance standards and maintenance requirements, as mentioned below:

- i. Perform maintenance on a routine and periodic basis.
- ii. Provide functional facilities that:
 - a) meet the Golf Course, Convention Community, Exhibition, Auditorium & Hotel requirements;
 - b) have an environmentally acceptable atmosphere for users of the facility;
 - c) ensure safety and security of VVIPs;
 - d) ensure the safety of the visitors; and,
 - e) maintain a good environment in the site conducive to all tourism and leisure facilities.
- iii. Identify potential problems early within the context of the planned maintenance system so that corrective action may be planned and completed in a timely manner.
- iv. Establish a maintenance list for planned operation and maintenance. Follow an orderly program so that maximum operational efficiency is attained.

3. Maintenance Works:

Volume I: Instructions To Bidders

- i. The Concessionaire shall perform routine and periodic maintenance activities for the project infrastructure viz, civil, mechanical and electrical works and equipment, furniture for meeting the specified performance standards as per Table 1 below.

Table 1: Maintenance Requirement

| Description | Required Level | Facility/ Equipment |
|---|--|---|
| Power Supply, Electrical Installations, Electrical Equipments | Standby power arrangements shall be made for necessary amenities like Golf Course, Convention Community, Exhibition Hall, Auditorium, Hotel facilities, etc. with no loose, open, un-insulated wiring in any of the areas. Switch Boards, Electric meters should be enclosed in boxes and accessible to only authorized persons. | Standby power supply by DG sets shall be ready to be operated and should be available on 24 x 7 (hrs) basis. |
| Natural Mechanical Ventilation and Illumination | Shall meet the required illumination level as specified in the IS Code and NBC. Shall meet the required ventilation level as specified in the IS Code and NBC. | Any disruption to mechanical ventilation, if provided, shall be rectified within 24 hours. Arrangements for natural ventilation like skylights ventilators, shafts etc. shall be cleaned once every week. |

- ii. Maintenance of circulation areas of Golf Course, Convention Community, Exhibition, Auditorium & Hotel, offices, commercial area / spaces, etc.: Circulation Area maintenance shall include the entire house keeping activities requiring routine and periodic maintenance. Annual maintenance shall be done for accessories like fans, lighting arrangements etc in these areas.

4. Performance Standards - Intent:

- i. The performance levels define the level at which the proposed facilities are to be maintained and operated. Performance standards are defined for operation and maintenance of the facilities and the site environment.
- ii. The obligations of the Operator in respect of maintenance requirements shall include:
 - a. maintaining site environment so as to cause minimum disturbance to the environment,
 - b. ensure that the facilities are operational and rectification of the defects and deficiencies within the minimum time,
 - c. ensure that the fixed parameters provided in this RFP are complied with at all the time during the Authorization Period,
- iii. Notwithstanding anything contrary to specified in this schedule, if the nature and extent of any defect justifies more time for its repair or rectification as compared to time specified herein, the Operator shall be entitled to additional time in conformity with good industry practice. However the Operator shall get prior

Volume I: Instructions To Bidders

approval from the Independent Engineer/JO.DA, for such additional requirements of time.

- iv. Notwithstanding anything to the contrary contained in this schedule, if any defect, deficiency or deterioration in the project poses danger to the life and property of the users thereof, the Concessionaire shall promptly take all reasonable measures for eliminating or minimizing such danger.

5. Performance Standards - Routine Maintenance:

Table 2: Performance Standards for Routine Maintenance

| Sr.No. | Serviceability Indicator | Required Maintenance Level | Permissible Time Limit for repairs/rectifications |
|----------|---|---|--|
| A | Convention Community, Exhibition, Auditorium & Hotel Facility | | |
| 1. | Power Supply, Electrical Installations, Electrical Equipments shall be functional | - | Any disruption in power supply shall be rectified in six hours. Standby power supply by DG sets shall be ready to be operated and should be available 24x7 (hrs) basis |
| 2. | Natural and Mechanical Ventilation and Illumination for multi storey parking, if any, shall be functional | - | Any disruption to mechanical ventilation if provided shall be rectified within 24 hours. Sky-lits, ventilators, shafts etc shall be cleaned once every week |
| 3. | Boundary Wall shall be without any Damage / Breach | - | Any damage / breach to the boundary wall shall be rectified within three (3) days after their detection |
| 4. | There shall be no standing water on pavement surface, no water logging in the Community | - | Immediate measures to be taken and water logging should be cleared within four hours. |
| B | Commercial - Retail Space | | |
| 5. | All Toilets, Urinals, bathrooms shall be clean and functional | A minimum of 95% toilets and urinals shall be functional at any given point of time. | Toilets, Urinals, bathrooms shall be demarked with suitable sign boards. These should be kept clean and hygienic and cleaning shall be done at least twice daily. |
| 6. | All drinking water chambers shall be clean and functional | A minimum of 95% drinking water chambers shall be functional at any given point of time | These shall be cleaned daily. Water supply shall be on 24x7 (hrs) basis. Drinking water quality in all the seasons shall be as per WHO standards. |
| 7. | Dustbins, spittoons etc. shall be clean and functional | A minimum of 95% Dustbins, spittoons shall be functional at any given point of time | The dustbin shall be emptied after every six hours or earlier if it is full or if creates foul smell in the neighborhood. |
| 8. | All Information Signage and Display Boards shall be visible, legible and functional | Maximum 2% number of damaged signage and boards at any given point of time | These shall be cleaned once in a week. Damaged signage and boards shall be replaced, repaired within seven days of their detection |
| 9. | Seating Arrangements shall not be damaged | Maximum 5% number of damaged seats at any given point of time | Any damaged seat shall be repaired, replaced within seven days of detection. These shall be cleaned daily and checked that |

Volume I: Instructions To Bidders

| | | | |
|----------|--|---|--|
| | | | they are firmly fixed/grouted to the platform with the base. |
| 10. | Power Supply, Electrical Installations, Electrical Equipments shall be functional | - | Timely intervention with Temporary measures within 8 hours, permanent restoration within 7 days, depending on nature and intensity of work required as decided by the Independent Engineer/ JODA |
| 11. | Staircases shall be clean and functional | - | The staircases shall be cleaned at least twice a day. Damaged handrails, risers or treads shall be repaired within three days after detection. |
| 12. | Illumination (Lighting) shall be functional | To meet the required illumination level as per national standards | The ventilators, sky-lights, etc. serving as source of natural ventilation and other luminaries for artificial lighting shall be cleaned once in seven days to maintain the illumination level. |
| C | Buildings such as Offices/Administration, etc. | | |
| 13. | Defects in Electricity gadgets like bulbs/ lamp shades/ wiring/ etc. | - | Temporary measures within 4 hours, permanent restoration within 7 days |
| 14. | Defects in all other utilities like water supply/tap/tap connections/pipe/sewerage and drainage pipes/ tanks & overflow/ glasses/ window panes/ all other building furniture | - | Timely intervention with Temporary measures within 8 hours, permanent restoration within 7 days, depending on nature and intensity of work required. |
| D | Telecom system/networking | | |
| 15. | Telecommunication and Networking Systems shall be functional | - | Temporary measures within 8 hours and permanent restoration within 3 days |
| E | Fire Fighting Equipments | | |
| 16. | Fire Fighting Equipments shall be functional | - | Any damage to fire fighting equipments installed in the facilities and in public spaces shall be rectified within 2 days of detection. Fire extinguishers shall be replaced before the end of its expiry date. The water tank meant for firefighting purpose shall remain flooded with water to its capacity at all the times. |
| F | Water Tank | | |
| 17. | Water Tank shall be clean and functional | - | Water tank shall be cleaned and disinfected every month (by usage of approved chemicals) to ensure that no inorganic sedimentation takes place. |

6. Periodic Maintenance Performance Standards:

In order to maintain the quality and operational standards of high quality, the periodic maintenance/renewal activities are proposed for the Project in Table 3.

Volume I: Instructions To Bidders

Table 3: Periodic Maintenance/ Renewal Activities

| S. No. | Periodic Renewal Activities | Time Limit for renewal |
|--------|---|--|
| 1 | Repainting of furniture, signages delineators, markings etc. | Minimum once in a year |
| 2 | Repainting of Buildings and all other structures | Minimum once in three years |
| 3 | Repainting of carpentry work like joinery, doors, windows, ventilators, wooden furniture etc. in the offices, cabins, booths etc. | Minimum once in three years |
| 4 | Resurfacing of Pavement | Routine repairs every year and premix carpet every fourth year. In case the pavement is of Rigid type, no periodic renewal would be required except cleaning & filling of joints |
| 5 | Mechanical Equipment | Minimum once in a year as per manufacturer's installation, operation and maintenance instruction manual |
| 6 | Electrical Equipment | Minimum once in a year as per manufacturer's installation, operation and maintenance instruction manual |

7. Performance Standards for Operation:

Table 4: Performance Standards for Operation

| Sr. No. | Parameters | Performance Indicators |
|---------|--|--|
| 1 | Convention Community, Exhibition Hall & Auditorium | To remain operational 24 hours a day throughout the year |
| 2 | Hotel | To remain operational 24 hours a day throughout the year |
| 3 | Parking Area | To remain operational 24 hours a day throughout the year |
| 4 | Enquiry Offices | To remain operational 16 hours a day throughout the year |
| 5 | Information System, Displays | To remain operational 24 hours a day throughout the year |
| 6 | Toilets | To remain operational 24 hours a day throughout the year |
| 7 | Water Supply | To remain operational 24 hours a day throughout the year |
| 8 | Electricity Supply | To remain operational 24 hours a day throughout the year |
| 9 | Telecommunication and Networking Equipment | To remain operational 24 hours a day throughout the year |
| 10 | Standby Diesel Generator Sets | Standby diesel generator sets to supply power to the Project facilities must be available 24 hours a day, throughout the year in case of disruption or breakdown in power supply |
| 11 | Maintenance Office | This shall remain open for 16 hours a day and throughout the year |
| 12 | Security | To remain functional 24 hours a day throughout |

Volume I: Instructions To Bidders

| | | |
|--|--|---|
| | | the year Appropriate fencing of the site with lighting and security shall be provided to ensure that there will be no encroachment on the site. |
|--|--|---|

Note: *The above norms for maintenance and performance are only indicative. The authority may direct the Concessionaire from time to time during the Authorization Period to take appropriate measures to improve maintenance and performance activities as may be deemed necessary by it. The Concessionaire, on receiving such specific directions shall take action without loss of time to comply with the directions of the Authority. Authority, on the written request of Concessionaire and on the recommendation of Independent Engineer, may permit modifications in the specifications.*

Annexure A10

**Copy of Order issued by Finance Department,
Government of Rajasthan
F.1(1)FD/GF&AR/2007 (Circular no. 19/2011) dated 30.9.2011**

**GOVERNMENT OF RAJASTHAN
FINANCE DEPARTMENT
(General Financial & Accounts Rules)**

No.F.1(1)FD/GF&AR/2007

Jaipur, dated: 30-09-2011
Circular No.: 19/2011

ORDER

Government of Rajasthan has decided to implement e-Procurement System for bringing transparency in day to day working of the State. In order to implement the e-procurement system, it has been decided to avail the services of RajCOMP Info Services Ltd. (RISL) for following activities :

1. To arrange/provide training to officers/officials of departments/PSUs and bidders/contractors/vendors for implementation of e-Procurement software.
2. To extend Facility Management Services for implementation of e-Procurement software which includes providing support in e-tendering to bidders/contractors/vendors as well as officers/officials of departments/PSUs.
3. To arrange Digital Signatures as per requirement to officers/officials of departments/PSUs and bidders/contractors/vendors.
4. To provide call centre and help desk services.

For providing the above services, following charges will be payable to RISL :-

| S.No. | Particulars | Charges |
|-------|---|---|
| 1. | To extend Facility Management Services for implementation of e-Procurement software which includes providing support in e-tendering to bidders/contractors/vendors as well as officers/officials of departments/PSUs. | 1. If tender value is less than Rs. 50.00 lacs, charges will be Rs. 500/- per bidder per tender. 2. If Tender value is Rs. 50.00 lacs or more, charges will be Rs. 1,000/- per bidder per tender. Note : The above charges will be collected additionally in the form of Demand Draft (DD)/Bankers Cheque (BC) in the name of Managing Director, RISL payable at Jaipur along with prescribed tender fee from the bidders. |
| 2. | To arrange Digital Signatures as per requirement to officers/officials of departments/PSUs and bidders/contractors/vendors. | Charges for arranging/organising Digital Signature along with training will be Rs. 300/- per Digital signature. The cost of digital signature will be extra depending upon the class and type of the digital signature. Note : 1. The cost plus charges for the Officers/Officials of Government Department will be borne by DoIT&C from e-Procurement Project Budget head and for PSU officers/officials cost plus charges will be borne by the respective PSU/Institutions, whereas, for bidders, it will be borne by them. 2. All Departments/PSUs/Institutions/ Bidders will have to submit individual application in |

GFRRULES

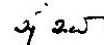
Volume I: Instructions To Bidders

Volume I: Instructions To Bidders

| | | |
|--|--|--|
| | | respect of each signature in the prescribed format for availing digital signature along with photograph and Photo ID proof along with DD/BC. In case of Government Officers/ Officials, the request shall be made through DoIT&C, where in case of PSU/Institutions; it shall be made through an authorised officer along with Advance DD/BC. Bidders shall submit the request directly to RISL along with requisite fees in the form of DD/BC in the name of Managing Director RISL , payable at Jaipur. |
|--|--|--|

RISL will open a separate account for the project and will submit quarterly details of Income and Expenditure under this project to Finance Department.

By Order,



(Sanjay Malhotra)
Finance Secretary (Budget)

Copy forwarded for information and necessary action to:

1. S.A. to Governor/C.M./All Ministers/State Ministers.
2. P.S. to Chief Secretary/Addl.Chief Secretaries.
3. P.S. to Principal Secretaries/Secretaries/Special Secretaries.
4. Secretary, Rajasthan Legislative Assembly, Jaipur.
5. Secretary, Lokayukta Sachivalaya, Jaipur.
6. Secretary, Rajasthan Public Service Commission, Ajmer.
7. Registrar, Rajasthan High Court, Jodhpur/Jaipur.
8. Accountant General (Civil & Acctt.) Rajasthan, Jaipur.
9. Accountant General (Receipt & C&E) Rajasthan, Jaipur.
10. Registrar, Rajasthan Civil Service Appellate Tribunal, Jaipur.
11. All OSD/Deputy Secretaries/ Sections of the Secretariat.
12. All Heads of the Departments/All Collectors/Divisional Commissioner.
13. Director, Treasuries and Accounts, Rajasthan, Jaipur.
14. All Treasury Officers.
15. Administrative Reforms (Codification) Department (with spare copy).
16. Vidya Rachana Sangthan for Hindi translation.
17. ~~Analyst-cum-programmer~~, Finance Department. He is requested kindly publish this circular on FD Website.

System Analyst



(Urmila Joshi)
Officer on Special Duty

GFRRULES

Construction Performance Security

(To be issued by a Scheduled Bank in India)

The Secretary,

Jodhpur Development Authority,

JoDA Bhawan,

JoDA Circle, Opp: Railway Hospital,

Jodhpur, Rajasthan

THIS DEED OF GUARANTEE executed on this the ---- day of ----, 2015, at ----- by -----
----- (Name of the Bank), a Scheduled Bank within the meaning of the Reserve Bank of India Act, and constituted under the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 and having its Head Office/Registered Office at _____ and inter alia a Branch Office/Correspondence Office at _____, Jodhpur (hereinafter referred to as "**the Bank**"), which expression shall unless it be repugnant to the subject or context thereof include successors and assigns); in favour of Jodhpur Development Authority.

WHEREAS:

..... (the "**Concessionaire**"), Preferred Bidder and **The Secretary**, Jodhpur Development Authority, JoDA Bhawan, JoDA Circle, Opp: Railway Hospital, Jodhpur, Rajasthan (the "**Grantor**") have entered into a Authorization Agreement dated (the "**Agreement**") whereby JoDA has agreed to the Concessionaire undertaking the *Development of Raj Mata Vijya Raje Scindiya International Convention & Habitat Centre (Community) with all related facilities and supported by world class Infrastructure at Vivek Vihar Yojana, Jodhpur on PPP Mode* Jodhpur, Rajasthan on plan, design, engineer, finance, construct, market, operate, maintain and transfer basis, subject to and in accordance with the provisions of the Agreement.

- A. The Agreement requires the Concessionaire to furnish a Construction Performance Security to JoDA for a sum of Rs. 17.40 crores (Rupees Seventeen crores forty lacs only) (the "**Guarantee Amount**") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period (as defined in the Agreement).
- B. We, (Name of the Bank) through our Branch at (complete address of the Branch) (the "**Bank**") have agreed to furnish this Bank Guarantee by way of Construction Performance Security for an amount of Rs. 17.40 crores (Rupees Seventeen crores forty lacs only)

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Concessionaire's obligations during the Construction Period, under and in accordance with the Agreement, and agrees and undertakes to pay to Secretary, JO.DA, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums up to an aggregate sum of the Guarantee Amount as JoDA shall claim, without JoDA being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

Volume I: Instructions To Bidders

2. A letter from JoDA, under the hand of Secretary, JoDA that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that JoDA shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Construction Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Bank, notwithstanding any differences between JoDA and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.
3. In order to give effect to this Guarantee, JoDA shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Concessionaire and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for JODAtO proceed against the Concessionaire before presenting to the Bank its demand under this Guarantee.
5. JoDA shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by JODAAgainst the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to JO.DA, and the Bank shall not be released from its liability and obligation under these presents by any exercise by JoDA of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of JoDA or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by JoDA in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until 30 (thirty) days from the Commercial Operation Date or till the Concessionaire has furnished the Operation and Maintenance Performance Security, whichever is later and unless a demand or claim in writing is made by JoDA on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of JoDA under this Guarantee shall cease to exist and the Bank shall be relieved from its liabilities hereunder.

Volume I: Instructions To Bidders

8. The Bank undertakes not to revoke this Guarantee during its currency, except with the prior express consent of JoDA in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by JoDA that the envelope was so posted shall be conclusive.
10. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of 3 (three) years or until it is released earlier by JoDA pursuant to the provisions of the Agreement.

Signed and sealed this day of, 20..... at

SIGNED, SEALED AND DELIVERED
For and on behalf of
the BANK by:

(Signature)
(Name)
(Designation)
(Code Number)
(Address)

Notes:

- i. *The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.*
- ii. *The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of the issuing Branch.*
- iii. *JODA should be able to invoke the Bank Guarantee at any of the branch of the Bank located at Jodhpur.*

Finance Department (Tax Division) Notification

**FINANCE DEPARTMENT
(TAX DIVISION)**

**NOTIFICATION
Jaipur, July 14, 2014**

S.O.76.-In exercise of the powers conferred by sub-section (1) of section 9 of the Rajasthan Stamp Act, 1998 (Act No. 14 of 1999), the State Government being of the opinion that it is expedient in the public interest so to do, hereby orders that stamp duty chargeable on lease deed or sale deed, executed by State Government, Rajasthan Housing Board, Jaipur Development Authority, Jodhpur Development Authority, Ajmer Development Authority, Urban Improvement Trust, Krishi Upaj Mandi and Mandi Samittee, Gram Panchayat, Panchayat Samittee, Rajasthan Industrial Development & Investment Corporation (RIICO), Rajasthan State Cooperative Housing Federation or by any other authority or enterprises of the State Government, in respect of land allotted or sold by them, shall be reduced and charged as under:-

| S. No. | Details | Stamp Duty Payable at the rate of Conveyance |
|---------------|--|--|
| 1. | If the instrument is submitted for registration within 2 months from the date of its execution. | On the amount of premium and other charges paid in consideration including interest or penalty, if any on such instrument and the average amount of the rent of two years. |
| 2. | If the instrument is submitted for registration after 2 months but before 4 months from the date of its execution. | On 125% of the amount as calculated for serial number 1 above. |
| 3. | If the instrument is submitted for registration after 4 months but before 8 months from the date of its execution. | On 150% of the amount as calculated for serial number 1 above. |

Note: Stamp duty on the lease deed or sale deed submitted for registration after 8 months from the date of execution and revalidated from the Local Bodies shall be calculated on the market value of the property or on 150% of the amount as calculated for serial number 1 above, whichever is higher.

[No.F.4(15)FD/Tax/2014-54]

By order of the Governor,


(Apodiv Joshi)

Deputy Secretary to the Government

**Format for
BID SECURITY (BANK GUARANTEE)
(On Requisite Stamp Paper)**

This Deed of Guarantee is made on this ____ day of _____, 2015 at _____ by _____, a Scheduled Commercial Bank within the meaning of the Reserve Bank of India Act, 1934 and constituted under the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 and having its Registered Office at _____ and inter alia an operational Branch Office at _____, Jodhpur (hereinafter referred to as **“the Bank”** or **“the Guarantor”**, which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns) in favour of **“Secretary, Jodhpur Development Authority”**, having its office at **Jodhpur Development Authority, JODA Bhawan, Opp: Railway Hospital, Ratnada, Jodhpur - 342001, Rajasthan** (hereinafter referred to as **“JoDA”** which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assignees).

WHEREAS, JODA undertook the process of competitive bidding for selection as Preferred Bidder for *“Development of Raj Mata Vijya Raje Shindhiya International Convention & Habitat Centre (Community) with all related facilities and supported by world class Infrastructure at Vivek Vihar Yojana, Jodhpur on PPP Mode”* on Plan, Design, Engineer, Finance, Build, Market, Operate, Maintain and Transfer basis for which purpose JODA issued a Request for Proposal (**“RFP”**) inviting Bids from the Bidders to execute the Works specified therein (**“Project”**);

WHEREAS, [name of Bidder] (hereinafter called **“the Bidder”**) has submitted its Bid dated [date] for the implementation of the Project (hereinafter called **“the Bid”**).

In the event of any breach or non-performance of the terms and conditions contained in the RFP document, including but not limited to the following:

- a) If the Bidder refuses to accept the correction of errors in its Bid, or
- b) If the Bidder submits a conditional Bid which would affect unfairly the competitive provision of other Bidders who submitted substantially responsive Bids and / or is not accepted by JO.DA, or
- c) If either the Total Upfront Amount, as per the offer of the Bidder, is lower than the Reserve Upfront Amount fixed by JODA or if, the Total Annual Premium, as per the offer of the Bidder, is lower than the Reserve Annual Premium fixed by JO.DA, or
- d) If the Bidder modifies or withdraws its Bid after the Bid Due Date but during the Bid Validity Period or the extended Bid Validity as mutually agreed, as the case may be, or
- e) If the Preferred Bidder fails to pay the Project Development Fee in the manner and within the time frame specified in the RFP, or
- f) If the Preferred Bidder fails to furnish a Bank Guarantee of Rs. 17.40 crores (Rupees Seventeen crores forty lacs only) towards Construction Performance Security within the time period stipulated in the RFP, or
- g) -Deleted----
- h) The Preferred Bidder along with Concessionaire fails to sign the Authorization Agreement as stipulated in the RFP, or
- i. If the Bidder breaches any provision of code of integrity specified in the bidding document.

The Guarantor absolutely, irrevocably and unconditionally guarantees and undertakes to pay to JODAA sum of Indian Rupees 3.48 Crores (Rupees three crores and forty eight lakh only), without any protest or demur and upon receipt of first written demand from JoDA. This

Volume I: Instructions To Bidders

Guarantee is independent of the terms and conditions of the RFP and shall not be affected in any manner by any amendments made to the RFP and no prior consent or notice to the Guarantor is needed for any amendment to the RFP.

This Guarantee shall remain in force for not less than 6 (six) months from the date of Technical Bid Opening (inclusive of opening date).

The jurisdiction in relation to this Guarantee shall be the Courts at Jodhpur, Rajasthan and Laws in India shall be applicable.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee on this ____ day of _____ and year first herein above written.

Signed and delivered by the above named _____ Bank by its Authorized Signatory as authorized by

Board Resolution passed on ____/Power of Attorney dated [.....]

Authorized Signatory

Name :

Designation:

In the presence of:

- 1.
- 2.

NB: JODA should be able to invoke this Bank Guarantee at any branch of the Bank located at Jodhpur.

PART B
FORMATS FOR TECHNICAL BID

| Annexure | Format for |
|-----------------|--|
| Annexure B1 | General Information of the Bidder |
| Annexure B2 | Financial Summary |
| Annexure B3 | Development/ Construction Experience Details |
| Annexure B4 | Letter of Undertaking for Technical Bid |

Volume I: Instructions To Bidders

Format For
GENERAL INFORMATION

| Sr.No. | Particulars | Details |
|--------|---|---|
| 1) | Basic Information of Organization | |
| a) | Name of Bidder | |
| b) | Status in the Project | Single Bidder/ Lead Consortium Member / Other Consortium Member (<i>Strike out whichever is not applicable</i>) |
| c) | Country of incorporation | |
| d) | Address of the corporate headquarters and its branch office(s), if any, in India | |
| e) | Date of incorporation and / or commencement of business | |
| f) | Ownership of the Organization (List of stakeholders/ members who own 10% or more stocks & their interest in the company) | 1. 2. 3. |
| g) | List of current directors | |
| h) | Other key management personnel | |
| 2) | Brief description of the Company including details of its main lines of business | |
| 3) | Proposed role and responsibilities of the Company in this project | |
| 4) | Details of individual(s) who will serve as the point of contact/communication within the Company: (a) Name (b) Designation (c) Address (d) Telephone Number (e) E-Mail Address (f) Fax Number | |

Note: In case of a Consortium, the information above (1-4) should be provided for all the members of the consortium in separate sheets.

SIGNATURE _____

NAME _____

DESIGNATION _____

COMPANY SEAL

COMPANY _____

DATE _____

**Format For
FINANCIAL SUMMARY**

1. Turnover

All figures in Equivalent Currency (INR)

| Description | Last Three Financial Years | | |
|-----------------------|----------------------------|------------|------------|
| | FY 2014-15 | FY 2015-16 | FY 2016-17 |
| Operating Revenue | | | |
| (add) Other Revenue | | | |
| Total Turnover | | | |

Financial Year: 1st April to 31st March (provisional CA certificate will be valid for 2017-18)**2. Net-worth**

All figures in Equivalent Currency (INR)

| Description | As on March 31, 2017 |
|---|----------------------|
| Subscribed and paid up equity share capital | |
| (add) Free Reserves (refer point 3 under Note below) | |
| Net-worth | |

This is to certify that _____ (name of the bidder / member of the consortium) has Annual Turnover and Net Worth as shown above against the respective/s financial year/s.

Signature _____

Name of the Statutory Auditor _____

Membership no _____

Designation _____

Name of the audit firm _____

FRN _____

(Seal of the firm)

DATE _____

Volume I: Instructions To Bidders

Note:

In case of Bidder being a Consortium, the above details shall be submitted for the Lead Member and all the Financially Significant Members.

The Bidder/Consortium shall submit latest Audited Annual Reports (financial statements: balance sheets, profit and loss account, notes to accounts etc.) for the Lead Member and each of the Financially Significant Members in support of the financial data duly certified by statutory auditor/s. In case, company does not have statutory auditor/s, it shall be certified by the Chartered Accountant that ordinarily audits the annual financials of the company.

Certificate(s) from the statutory auditors specifying the net worth of the Bidder/ member of the Consortium, as at March 31, 2015. For the purpose of this RFP, net worth shall mean the sum of subscribed and paid up equity share capital and reserves from which shall be deducted the sum of revaluation reserve, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

SIGNATURE _____

NAME _____

DESIGNATION _____

COMPANY SEAL

COMPANY _____

DATE _____

Annexure B3

**Format For
DEVELOPMENT/ CONSTRUCTION EXPERIENCE**

| S. No. | Name of Project | Name Client/ Owner | Location | Type of Experience: Development/ Construction | Project Cost (INR) | Area Details (In sqm) | Developed as single entity or as Lead Member of Consortium | Completion Date |
|--------|-----------------|--------------------|----------|---|--------------------|-----------------------|--|-----------------|
| 1 | | | | | | | | |
| 2 | | | | | | | | |
| 3 | | | | | | | | |

Signature _____

Name _____

Designation _____

Company _____

Date _____

Notes:

1. In case of Consortium the above details are to be given for each Member, as applicable.
2. The claimed experience shall be supported by documentary evidence i.e. completion certificates, commissioning certificates, etc., duly attested by Architect.
3. If the Bidder is claiming experience of DFBOT / Own Project Promotion and Development Experience, then it should provide certificates from its CA / Statutory Auditor and Architect in the format given hereunder:

Volume I: Instructions To Bidders

This is to certify that _____ (Name of the Bidder) has promoted and developed _____ (Title and nature of the Project) and the project was commissioned on _____ with a total Built-up area of _____ sqm.

Signature of the CA/ Statutory Auditors
(with seal & registration no.)

Signature of the Architect who designed the building and/or supervised construction
(with seal & registration no.)

Any other proof of development may also be provided along with the minimum required supporting document.

Format For

LETTER OF UNDERTAKING FOR TECHNICAL BID

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

Date:

To,
The Secretary,
Jodhpur Development Authority,
JoDA Bhawan,
JoDA Circle, Opp: Railway Hospital,
Jodhpur, Rajasthan

Subject: Bid for the Development of Raj Mata Vijya Raje Shindhiya International Convention & Habitat Centre (Community) with all related facilities and supported by world class Infrastructure at Vivek Vihar Yojana Sector-B Plot A & B, Jodhpur on PPP Mode

Dear Sir,

As a part of the Bid for *Development of Raj Mata Vijya Raje Scindiya International Convention & Habitat Centre (Community) with all related facilities and supported by world class Infrastructure at Vivek Vihar Yojana, Jodhpur on PPP Mode* Jodhpur (Rajasthan), we hereby agree to plan, design, engineer, finance, construct, market, operate, maintain and transfer the Project as per the requirements stipulated in the RFP for the Authorization Period of 60 (sixty) years excluding the Construction Period of 3 years . We hereby undertake that if the Project is awarded to us, we will meet requirements as specified hereunder and hereby give our compliance for the same:

| SI No. | Components | Details |
|--------|--|--|
| 1) | Mandatory Development Obligations or MDOs | <ul style="list-style-type: none"> • Multi-Purpose and Divisible Convention Community/Plenary Hall for. • Multi-Purpose and Divisible Auditorium/Convention Hall with seating arrangement • Two (2) Multi-Purpose and Divisible Plenary/Seminar Halls each with a capacity to accommodate 200 persons • Eighteen (18) Multi-Purpose and Divisible Meeting Rooms each with a capacity of 50 persons • Two (2) VVIP Meeting Lounges/Rooms each with a capacity of 50 persons • Administrative and Office Space • Hotel with 300 rooms • Habitat Centre |
| | | • |
| 3) | Prohibited Development and Prohibited Activities | <p>The following functions / products are not permitted for development</p> <ul style="list-style-type: none"> • Industrial activities, • Hostel, |

Volume I: Instructions To Bidders

| | | |
|----|----------------------------------|--|
| | | <ul style="list-style-type: none"> Warehousing (except such warehousing facility which is incidental to the use of Convention & Exhibition Community) Car Service Garage, Large Workshops, Other environmentally incompatible functions, <p>Any other development which is in conflict with the interest of operations and functions of JO.DA.</p> |
| 4) | Development Controls/ Guidelines | <p>Jodhpur Development Authority Building Bye Laws are as follows: (Indicative to be confirmed by Bidder before submitting Financial offer)</p> <p>(i) Maximum Ground Coverage – 45%</p> <p>(ii) FAR – 2.0 (Two) Height : 45 mtrs.</p> <p>(iii) Other building regulations– As per building by-laws of JoDA</p> <ul style="list-style-type: none"> (iv) Parking to conform to JoDA building bye laws |
| 5) | Technical Specifications | <ul style="list-style-type: none"> This projects all specifications shall have to be in compliance with ECBC and GRIHA gold rated Generally as per applicable BIS Codes and National Building Code, IRC specifications, Indian Green Building Council (IGBC) guidelines and other applicable Indian Standards or its equivalent. Some of the important specifications are specifically detailed at Annexure A9. |
| 6) | Performance Standards | As per the Performance Standards specified at Annexure A9 and good industry practices. |
| 7) | Environmental Norms | Mandatory Compliance of all Environmental Norms of Rajasthan State Pollution Control Board or any other statutory authority of GoI/GoR as may be applicable for the Project. |
| 8) | Applicable Permits | Obtain and maintain at own cost all Applicable Permits, including all environmental permits, in conformity with the applicable laws and be in Compliance therewith. |

We hereby assure you and guarantee that in future, from time to time whenever we are required to undertake or follow any specific guideline / law, we shall do the needful as required to ensure that the Project development including O&M are within the ambit of legal requirements.

Yours faithfully,

(Signature of Authorized Signatory)

(Name, Title, Address, Date)

PART C
FORMAT FOR PRICE BID SUBMISSION

| Annexure | Format for |
|-----------------|-------------------|
| Annexure C1 | Price Bid Letter |
| Annexure C2 | Price Bid |

Annexure C1

**Format For
PRICE BID LETTER**

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

Date:

To,
The Secretary,
Jodhpur Development Authority,
JODA Bhawan,
Opp: Railway Hospital,
Jodhpur, Rajasthan

Subject: Bid for the Development of Raj Mata Vijya Raje Shindhiya International Convention & Habitat Centre (Community) with all related facilities and supported by world class Infrastructure at Vivek Vihar Yojana, Jodhpur on PPP Mode Jodhpur (Rajasthan)

Dear Sir,

We understand that following are the base prices fixed by JoDA:

- Reserve Annual Premium of Rs. 4.0 crores (Rupees Four crores)

We understand that

- All applicable taxes shall be payable by us additionally.
- The 'Total Annual Premium' i.e. 'Reserve Annual Premium of Rs. 4.0 crores (Rupees Four crores) + Additional Annual Premium quoted by us' is payable for the entire Commercial Project Authorization Period of 60 years starting on completion of 36 months after the Compliance Date i.e. completion of construction period and it shall be escalated by 5% (five percent) every year on Reserved annual premium as per terms and conditions of RFP.
- The Preferred Bidder shall be selected on the basis of the Highest Net Present Value (NPV),
- We undertake to abide by our offer and all other terms and conditions of the RFP. Yours faithfully,

(Signature of Authorized Signatory)

(Name, Title, Address, Date)

Note: The Price Bid Letter shall be uploaded in Cover-1 only.

Annexure C2

**Format For
PRICE BID**

[To be uploaded electronically]

Note: *The format for Price Bid shall be available on e-proc website (www.eproc.rajasthan.gov.in). The Bidder shall be required to quote only for 'Additional Upfront Amount' and 'Additional Annual Premium' in the table. The Price Bid shall be uploaded in Cover-2 only.*