

MODEL

Request for Proposal

For

Design, Engineering, Financing, Procurement, Construction, Operation and Maintenance of the Terminal Project Complex located at [_____] in the State of [_____]

(Suggested model bid document)

Dated: ___/___/200__

Last Date of Submission of RFP: ___/___/200__ up to ---hours
 To be Opened on ___/___/200__ at _____ hours in the Office of _____
 Department of _____
 Government of _____

Name of Company/Firm	
Address for Correspondence	
Telephone No:	
e-mail address: & Fax No:	

(Price of Bid Documents: Rs. 10, 000/-)

[NAME AND ADDRESS OF THE AWARDER]

LETTER OF INVITATION

Dated *****

To,

******* (Bidder)**

Reference No..... and Date.....

Sub: [RFP for Terminal market Complex Project at(specify location)]

Dear Sir,

Pursuant to your application in response to our Request for Qualification document (the “RFQ”), you were shortlisted as a Bidder, in accordance with the provisions of the RFQ for the aforesaid project. We acknowledge your remittance of Rs. [10,000] for procuring the Request for Proposal document (The “RFP”). The RFP document is enclosed.

You are requested to participate in the Bid Stage with the objective of submitting your proposal (the “Bid”) along with Detailed Project Report etc. for the aforesaid project in accordance with the RFP and submit the same to the authorized person indicated below by due date/time at the following address:

[specify the name authorized person and address]

Please note that the [Government ofhereinafter referred to as Awarder] reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

Thanking you,

Yours faithfully,

(*****)

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DISCLAIMER

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Government of ...(name of State), hereinafter referred to as Awarder or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

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

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Awarder accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The Awarder, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage. The Awarder also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Awarder may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the Awarder is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Awarder reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentation which may be required by the Awarder or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Awarder shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Terms and Definitions

In this RFP (including each of the Appendices), the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

- (i) “Bid Security” shall mean the Demand Draft/Bank guarantee of Rs._____ from a reputed Scheduled Commercial Bank in India submitted by the bidders to the [Government of the State of ...(specify) hereinafter referred as awarder] during the competitive bidding procedure undertaken by GOS for the purposes of the selection of the private participants in the PE.
- (ii) “Business Plan” means the plan for the Terminal Market Complex business, updated each Year, which sets out how it is intended to construct, operate, manage and develop the Terminal Market Complex over a planning horizon and will include financial projections for the planning period
- (iii) “Clearance” means any consent, license, approval, permit, ruling, exemption, no objection certificate or other authorization or permission of whatsoever nature which is required to be obtained from and/or granted by the GOI and the Government of the State of required form time to time in connection with the performance of obligations hereunder.
- (iv) “Consortium Members” shall mean [names to be inserted].
- (v) “Equity” shall mean the paid-up share (Equity and preference) capital of the PE
- (vi) “Foreign Entity” means any Entity other than an Indian Entity;
- (vii) “Foreign Institutional Investors” shall mean foreign institutional investors registered with SEBI.
- (viii) “GOI” means the central Government of India and any ministry, department, or instrumentality of the central government.
- (ix) “GOS” means the Government of the State and any ministry, department, or instrumentality of the state government entrusted with the responsibility of development of Terminal Market Complexes under the Public Private Partnership in the State.

- (x) “GOS Representative” shall mean the authorized representative of GOS, nominated by GOS, from time to time;
- (xi) “Initial Development Plan” shall mean the development plan for the development of the Terminal Market Project Complex submitted by the Bidder/Applicant or Successful Bidder to GOS during the international competitive bidding process for development of the Terminal Market Project Complex and annexed hereto as Schedule 13.
- (xii) “Lease Deed” means the lease deed entered into between GOS and the PE in relation to lease of the TMC Site and the assets thereon, on or about the date hereof.
- (xiii) “Mandatory Infrastructure Capital Projects” means the capital projects associated with the Market Assets and Essential Assets to be set up Compulsorily by the successful bidder to render essential services of the market.
- (xiv) “Master Plan” means the master plan for the development of the Terminal Market Project Complex, evolved and approved as described in the State Support Agreement, which sets out the plans for the phased development of the full Terminal Market Project Complex area, covering Market Services, Essential Services and Non Market Services which is for a 15 year time horizon and which can be updated periodically and each such updation is subject to approval of the Nodal Office in the manner described in the State Support Agreement.
- (xv) “National Horticulture Mission (NHM)” shall mean the mission lunched under the Central Sector Scheme of the Union ministry of agriculture to promote the holistic growth of the horticulture sector=
- (xvi) “Non Market Assets” shall mean all assets required or necessary for the performance of Non Market Services as located at the Terminal Market Complex (irrespective of whether they are owned by the PE or any third Entity); to the extent such assets (a) are located within or form part of any Terminal Market Complex building; (b) are conjoined to any other Market Assets, asset included in para (i) above or Essential Assets, and such assets are incapable of independent access and independent existence; or (c) are predominantly servicing/ catering any Terminal Market Complex building and shall specifically include all property and structures thereon acquired or leased during the Term, in relation to such Non Market Assets.

- (xvii) “Operation, Management and Development Agreement” (“OMDA”) means the operation management and development agreement entered into, on or about the date hereof, between GOS and the PE;
- (xviii) “PE” shall refer to the Private Enterprise (individual or a consortium) that is successful bidder and is awarded the contract to Plan, Design, Construction, Financing, Procurement, Operation and Maintenance of the Terminal Market Complex by the GOS. The PE shall be a Special Purpose Vehicle incorporated by the successful bidder under Companies Act, 1956 for carrying out all operations related to TMC.
- (xix) “Producers Association” will consist of farmer societies, farmers cooperative societies registered in India engaged in Agricultural and allied activities, Producer Company, registered NGO’s empanelled with GOI/State Govt./Planning, Commission and SHGs recognized under schemes of Government of India or State Governments and working in agricultural production, Independent Commodity Boards and other registered organizations such as APMCs etc engaged in production, procurement and trading of agricultural commodities. The producer association should be separate from the Lead Technical and Lead Financial Member.
- (xx) “Project Agreements” shall mean the following agreements:
- OMDA Agreement;
 - The Lease / Sale Deed;
 - Shareholders Agreement;
 - Terminal Market Project Complex Operator Agreement if any;
- (xxi) The “Project Cost” means the cost of infrastructure and land excluding the cost of non-marketing infrastructure and land while limiting the portion of cost of land to a level as allowed under wholesale market component of national Horticulture Mission for calculating subsidy.
- (xxii) “Reasonable Effort” by PE would include all individual efforts to formally invite Producers Association for equity participation, including that of invitation by publicity through Mass Media including that for Initial Public Offer(IPO)
- (xxiii) “Shareholders Agreement” means the shareholders agreement dated on the about the date hereof entered into between the shareholders of PE.
- (xxiv) “State Assets” shall mean the land acquired and Sold/leased by GOS to the PE for establishment of TMC

- (xxv) "SHM" means State Horticulture Mission operating in the particular state.
- (xxvi) "Terminal Market Complex (TMC)" shall mean assets both at the collection centers and the central Terminal Market Complex for Providing essential services, market services and non-market services.
- (xxvii) "Terminal Market Complex Site" shall mean the demised premises as set forth in the lease Deed / Sale Deed.
- (xxviii) "Third Party" shall mean any Entity not party to this Agreement.
- (xxix) "Trust and Retention Agreement (TRA)" shall mean the agreement to be entered into between the GOS, PE and a bank in the form set forth in schedule 9 hereof.
- (xxx) "Year" shall mean a period of 12 consecutive months ending on March 31 of any year; provided however that the first Year shall mean the period commencing on the Effective Date and ending on the immediately succeeding March 31.

1. INTRODUCTION

1.1 Project Profile

- (a) The Terminal Market Complex (TMC) Project would endeavor to integrate farm production with buyers by offering multiple choices to farmers for sale of produce such as electronic auctioning and facility for direct sale to exporter, processor and retail chain network under a single roof. In addition, the market would provide storage infrastructure, thus offering the choice to trade at a future date to the participants. It is envisaged to offer a one stop solution the provides Logistics support including transport services & cold chain support and facility for storage (including warehouse, cold storage, ripening chamber, storage shed), facility for cleaning, grading, sorting, packaging and palletisation of produce and extension support and advisory to farmers. Each of these services would be provided in lieu of a user charge. The TMC would be build, owned and operated by a Special Purpose Vehicle which shall be constituted under Companies Act, 1956 by the successful Bidder (hereinafter called as “Private Enterprise”).
- (b) The Private Enterprise could be a consortium of enterprises in the field of Agri-Business (specially warehousing and cold chain service provider), and Infrastructure Development. The Consortium shall comprise of a maximum of 5 members with at least on member from the field of Agribusiness. Investment from the Lead Member of the Private Enterprise in the complex should be more the 26% of the project equity for the first five years of operation the TMC. The lead member of the PE is the member who provides the technical know-how for setting up the TMC project and operationalisation of the same.
- (c) PE should offer to provide up to 26% share holding in equity for TMC Project to Producers’ Association 1 at inception of project and accordingly make reasonable efforts 2 for ensuring the participation form Producers’ Associations.
- (d) The TMC may be operated on a hub and spoke model wherein the spokes will be located at major production areas. In order to establish better backward linkage

1 A Producers Association will consist of farmer societies, farmers cooperative societies registered in India engaged in Agricultural and allied activities, Producer Company, registered NGO’s empanelled with GOI/State Govt./Planning Commission and SHGs recognized under schemes of Government of India or State Governments and working in agricultural production, Independent Commodity Boards and other registered organizations such as APMCs etc engaged in production, procurement and trading of agricultural commodities. The producer association should be separate from the lead Technical and Lead Financial Member

2 Reasonable effort would include all individual efforts to formally invite Producers Association for equity participation, including that of to invitation by publicity through Mass Media including that for Initial Public Offer (IPO)

the PE may consider including producers organization as consortium partners for operation of collection centre(s).

1.2 Salient features of Terminal Market Complex

- (i) TMC will operate o a Hub-and-Spoke format wherein Terminal Market Complex (hub) would be linked to a minimum number of Collection Centres (CC) (spokes) (numbers to be mentioned based on feasibility study) which are essentially required to support the Terminal market Complex project.
- (ii) Spokes will be conveniently located at key production centres to allow easy farmer access and catchment area of each spoke will be based on meeting convenient needs of farmers, operational efficiency and effective capital utilisation of investment.
- (iii) TMC will establish backward linkages with farmers through collection centres and also have effective forward linkages with wholesalers, exporters, organised retail chains, distribution centres, retail cash and carry stores, food processing units, retailers etc. thus providing better farm to market and customer linkages.
- (iv) Collection Centres in production areas will integrate producers and retailers, processing units and exporters etc. into market system. The number of Collection Centres shall be determined in each case depending on the size of the market, distance from growing areas and other factors.
- (v) Electronic auction system will be established to ensure transparency in price fixation and competition.
- (vi) Producers, farmers and their associations and other market functionaries from any part of the country may use infrastructure and facilities of TMC, directly or through collection centres.
- (vii) Any other proposal in future foe setting up of TMC within the whole or part of the defined area of operation of the designated TMC and its CCs may not be granted any subsidy under NHM for a period of 10 years.

- (viii) The indicative construction cost of the Project is estimated at Rs. XXXX million (USD XX million) and the completion time is expected to be ___ months. The mandatory infrastructure required at the TMC and the Collection centres are provided in the Annexure-. The minimum investment required for the TMC is Rs. xxxxx crore.

1.3 Commodities

- (a) The commodities to be marketed by the TMC will include all perishables, inter-alia, fruits, vegetables, flowers, spices, aromatics, herbs, medicinal plants, meat products, poultry products, dairy products and fish and marine products etc. Non-perishables can also be handled in the TMC. However, the annual throughput for perishable horticultural produce such as fruits, vegetables, flowers, medicinal plants, aromatics, herbs etc handled by each TMC should not be less than 70% of the throughput capacity of the TMC. In addition to this, each TMC shall be allowed to handle other perishable products (other than horticultural produce such as milk, dairy, poultry, meat, fish and marine products etc) and Non-Perishables 3 products. Volume of other perishable products (other than horticultural produce) and Non-Perishable products shall not exceed 30% of throughput capacity of TMC.

2. Scope of Work

- (a) The GOS [State Name] intends that the PE shall design, engineer, finance, procure, construct, operate and maintain the Terminal Market Project Complex to bring it to and maintain it at a world class standard in terms of the quality of the facilities, and services provided to all Users. These would be achieved through a set of guidelines and standards, which need to be implemented within a given time frame
- (b) The Private Enterprise (PE) shall establish and operate the Terminal Market Complex as per international Service quality requirements, development standards and product standards of a capacity of -----at a minimum tentative investment of INR-----Crores.
- (c) The PE shall at all times provide Market Services and Essential Services at the Terminal Market Project Complex for the Term. The list of services including Essential Services, Market and Non Market Services has been provided in Schedule 1 of OMDA.

3 May include all food-grains, oilseeds, pulses, cereals, condiments and spices and other agricultural commodities not included under the perishable commodities. Permitted agro-forestry products may be included under this category for the states of Himachal Pradesh, J&K, Uttarakhand and North Eastern States which are eligible under the scheme (strike out whichever is not applicable.)

- (d) Subject to the provisions of this Agreement, PE shall have the right to grant access to all parts of the Terminal Market Project Complex Site to such Entities as it shall determine.
- (e) The PE shall be entitled to collect User charges from the Users during the Period of the Agreement to compensate the successful Bidder for the capital cost and the operating expenses of the Project and returns thereon. However, for a period of first three years from date of commencement of operations of TMC, the charges for providing basic services of aggregation at collection centers and auction at the TMC should not exceed 2% of value of produce. All other services including value added services may be market based and PE will have freedom to fix these service charges. Service quality levels as prescribed in the OMDA will have to be complied by PE.
- (f) The PE shall be entitled to collect Market Fee (wherever not exempted) on behalf of the Marketing Board/State Government for Agricultural Produce which is transacted through the electronic transaction system and other assets of the TMC and promptly deposit in the designated account as prescribed by the Marketing Board/State.

2.1 Land for the TMC:

- (a) The GOS shall provide _____ acres of land located at _____ for the purpose of development of TMC at a lease rental of INR_____ per year or sell the land to the PE at a sale price of INR_____ or provide land as its equity contribution to proposed SPV, subject to a cap of 26% of project equity in SPV [strike off whichever is not applicable]

2.2 Brief Description of Bidding Process

- (a) In the Proposal stage, the Qualified Applicants are invited to bid by submitting Detailed Project Reports (Proposal/DPRs) in respect of the Project in accordance with a Request for Proposal (RFP) Document. The Qualified Applicants bidding (Bidders) in the Proposal stage shall be evaluated on the basis of technical and other submissions relating to the project and the financial bids as detailed in the RFP document.
- (b) During the Proposal stages, Qualified Applicants would have been expected to examine the Project in further details, and to carry out such studies as may be required to submit Detailed Proposals for the implementation of the Project.

- (c) The Project would be awarded to the successful bidder quoting the lowest total subsidy support⁴ amount (in INR) to be required from AWARDER for the implementation of the viable Project subject to the Bidder fulfilling all other requirements of the selection process. The subsidy shall be released by the NHM upon request by the SHM. The details of the subsidy are provided as under:
- (i) A floor subsidy of 25% of respective project cost is offered to private entrepreneurs to bid for setting up Terminal Market Complex. In the competitive bidding, all bidders will be eligible to quote bid subsidy from 25% up to 40% of their respective project cost with maximum subsidy of INR 50 Crores.
 - (ii) For the purpose of calculation of subsidy, the unit cost⁵ ceiling shall be Rs. 150.00 crore.
 - (iii) The Project will be awarded to the successful bidder quoting least subsidy amount in INR.
 - (iv) The amount of subsidy quoted by the successful bidder at the RFP stage shall be the maximum subsidy to be provided to the bidder.
 - (v) In case of downward revision of project cost during the construction phase of the TMC due to downward movement of cost indices, the State Government will have the right to and will reduce the subsidy amount proportionately.
- (d) Subsidy of NHM for Terminal Market Complex Project will be released in following five installments.
- (i) Installment on completion of 25% of project ---- 15% of the approved subsidy
 - (ii) Installment on completion of 50% of project ----- 20% of the approved subsidy
 - (iii) Installment on completion of 75% of project -----25% of the approved subsidy.
 - (iv) Installment on completion of 100% of project -----30% of the approved subsidy
 - (v) Installment on completion of one year of operation of project ----- 10% of the approved subsidy.
- (e) The release of subsidy shall be subject to Utilization of previous subsidies for this project and Inspection certificate /Utilization issued by Joint inspection team comprising of Nodal officer, and IC and a representative.

⁴ Total Subsidy shall be sum of fixed subsidy and additional subsidy. The subsidy shall be provided by GOS through NHM.

⁵ 'Project cost' means cost of infrastructure and land excluding the cost of non-marketing infrastructure and land for non-marketing services. Cost of the land will be limited to a level as allowed under wholesale market component of National Horticulture Mission for calculating subsidy. however, it is up to the state to decided whether a bid for the project in a location can be viable for subsidy below 25% of the project cost. accordingly the state can decide prior to bidding whether a bidder should be allowed to quote subsidy for the amount below 25% of project cost of respective TMC's and RFQ and RFP can be suitably modified

of marketing division of DAC, Ministry of Agriculture of for satisfactory completion of prescribed (by GOS) mandatory capital project.

- (f) The release of subsidy shall also consider the equity participation of Producer Association, as promised by the PE. in the case the % of equity participation from Producers Association at the time of release of fourth installment of subsidy, is less than the % mentioned at the time of submission of technical bid, the SHM/GOS shall have the right to withhold the release of subsequent installments (fourth and fifth) of subsidy to the PE, till the PE fulfils the required equity participation from the producers association:
- i. Provided that if the percentage of equity participation by producer association remains below the percentage of equity of the project as promised/ quoted, by the PE at the time of bidding and considered at the time of evaluation of the bid, within two years of signing of OMDA or transfer of land to PE whichever is later, despite reasonable efforts made by PE, no restrictions shall be imposed on the PE in this regard and the eligible subsidy shall be released to him as due.
 - ii. However this stipulation will not be applicable to successful bidder/PE who not committed any equity to Producers' Association in his bid.

3. Deliverables

3.1 Master Plan

The PE shall prepare a Master Plan (including Major Development Plans) for the Terminal Market Project Complex setting out the proposed development for the entire Terminal Market Project Complex, planned over a 15 year time horizon. The Master Plan shall include volume forecasts for this period and link all planned major development to these forecasts. The Master Plan shall be prepared in accordance with and to include the following:

- (a) A Statement of the Development Strategy and Philosophy;
- (b) The Development Planning Principles set forth in Schedule 6 hereof.
- (c) Details of planned development separately for each aspect of the project,
- (d) Details of volume forecasts and volume trigger points for all developments which are linked to volume growth, indicating at what volume level the project would commence and finish and to be divided between domestic and export volumes
- (e) Vision of how the Terminal Market Project Complex and each of its precincts would be at the end of 15 years and at critical intermediate stages and the socio-economic impact on the key stakeholders at the end of the period when it reaches full capacity;

- (f) Report on the outcome of consultations with users, community, businesses and the government and such other matters that may be specified by the GOI.

This plan shall be in line with the Initial Master Development Plan, which the Successful Applicant has submitted at the time of the bidding.

3.2 Mandatory Capital Projects

- (a) The PE shall consider the Project Information Memorandum (PIM) provided by the SHM for the purpose of TMC. The PE shall include all mandatory component of the PIM while preparing the master plan. The PE may however vary the capacity (ies) of each component while preparing the master plan.
- (b) The PE shall, latest within 2 years of the Effective Date, complete the Mandatory Capital Projects at the time set forth therein and in accordance with the terms and conditions set forth therein. The PE shall be providing quarterly updates on the progress to the Nodal Officer(NO) and the Independent Consultant. The Nodal Officer and the Independent Consultant(IC) shall be responsible for monitoring the progress of aforesaid on its timeliness and quality.
- (c) In the event that the PE delays in commencement of construction of a Mandatory Capital Project at the time and no explanation for delay is provided by the PE to IC that is satisfactory to IC(at its sole discretion), NO on the recommendation of IC shall have the right to levy liquidated damages on the PE equivalent to 0.5% of the estimated capital cost of the such Mandatory Capital Project for each month (or part thereof) of delay in commencement of construction of such Mandatory Capital Project.
- (d) The NO, on the recommendation of the IC, shall further have the right to levy liquidated damages on PE at the same rate in the event the time period for the completion of any Mandatory Capital Project exceeds the time period for completion of such Mandatory Capital Project, subject to the delay not being of account of delay in commencement, in respect of which liquidated damages have been paid by PE to the GOS.
- (e) The NO, on the recommendation of the IC, shall further have the right to levy liquidated damages on PE at the rate of 0.5% of the estimated capital cost in the event the capital cost of any mandatory Capital Project is lower than the Mandatory Capital Projects capital cost or may levy liquidated damage may also be levied in case the actual

project cost is lesser than the minimum project cost decided by the GOS.

- (f) Provided however that the total liability of the PE under this Clause 3.b.3 for delay in respect of a particular Mandatory Capital Project shall not exceed 10 percent of the capital cost of the relevant Mandatory Capital Project.

4. Time Schedule of Bidding process.

The Bidder would have to adhere to the following time schedules related to the Terminal Market Project:

S.No.	Deliverable	Time frame (Please mention the date and time as required)	Remarks
1.	Last date for receiving queries	[12 days from the date of announcement of Qualified Applicants]	
2	Pre-Bid Meeting	[Pre bid conference 18 days from the date of announcement of qualified applicants and written reply within 25 days from the date of announcement of qualified applicants]	
3	Bid due date (Last date of receipt of proposal/bid)	[1400 hrs of 40 th day from the day of issue of RFP documents to qualified applicants]	
4	Opening of bid	[1600 hrs of Bid Due Date]	
5	Issue of Letter of Intent/Award	80 days from the day of announcement of qualified applicants	
6	Validity of Bid	36 weeks from Bid Due date	
7	Signing of Agreement <OMDA>	Within 30 working days of issue of letter of intent/award	By the selected bidder and, in the case of a bidding entity, each member of the bidding entity which shall form an SPV for this purpose
8	Master Plan and Major Development Plan	Within 4 months of the signing of Agreement	

5. Bidding Process

- a. A Bidder (Qualified Applicant) is permitted to bid for the Terminal Market Complex at (Location) for which proposal has been invited by the Awarder.
- b. Within 6 days of Last date of receiving queries from the Qualified Applicants of RFP stage the bidders will be called for pre proposal meeting.
- c. The methodology and criterion on which the bids are evaluated is as given in Appendix "A". Based on the methodology detailed in Appendix "A", the successful bidder shall be identified.
- d. Subsequent to the completion of bidding process, the Awarder will issue Letter of intent (LOI) to the successful bidder. The successful bidder shall form an SPV to be incorporated as company under Companies Act 1956, which shall sign the OMDA Agreement with the GOS/Awarder.

6. Instructions to the bidders:

6.1. General

- (i) A bidder is eligible to submit only one bid for the project. A bidder bidding individually or as a member of consortium shall not be entitled to submit another bid either individually or as a lead member of any other consortium as the case may be.
- (ii) Each of the Bidders and the consortium members shall duly accept the terms and conditions of this RFP as well as Operation Maintenance Development Agreement (OMDA) documents at Appendix I.
- (iii) Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Request for Qualification document for the Project ("RFQ") shall have the meaning assigned thereto in the RFQ.
- (iv) The bids to be given shall be unconditional. The bids, which are conditional, are liable to be outrightly rejected.
- (v) The bids will be given based on bidding documents including finalized drafts of the agreements circulated to the bidders as provided in Clause 5
- (vi) It is a condition of the Bid that the bidders accept the documents (including the tripartite agreements) and agree to be bound by the terms and conditions therein. Awarder shall have no obligation to the bidders to discuss or negotiate any agreement of terms thereof either before or after the submission of the bids.
- (vii) The Bids should be submitted in two separate sets. One comprising of the Technical Bid and the other the Financial Bid. The Technical bid comprising of the Initial Master Development

Plan/DPR and a repeat set of the documents submitted in the RFQ should be in three copies. The Financial Bid should be submitted in a sealed envelope separately.

(viii) The RFP documents are being distributed to and are meant only for the use by the bidders or bidding entity recognized by Awarder.

(ix) The RFP documents are not transferable.

(x) The awarder reserves the right to reject all or any of the bids, if it considers it necessary, and /or to withdraw from the proposed Terminal Market Complex (Project) or any part of the process or to vary any of its terms at any time without giving any reason therefore and /or to require bidders to submit revised bids on such basis as the Government may determine.

(xi) The Government, at its sole discretion, is entitled to assign any of its rights under this document or otherwise nominate any company owned or controlled by the Government, to undertake the work on behalf of the Government under this document.

(xii) Each Bidder/Bidding Entity has responsibility for all costs, expenses and liabilities incurred by it in connection with the proposed Project including (without limitation) in connection with the preparation and/or submission of the bids.

(xiii) Requesting and /or receiving the Bids will not constitute a commitment by the GOS [State Name] to enter into any agreement, undertaking or covenant with a Bidder/Bidding Entity.

(xiv) Neither this RFP nor any of the other RFP documents is a prospectus or offer or invitation to the public in relation to the sale of shares, debentures or securities, nor shall the RFP Documents or any part of them form the basis of, or be relied upon in any way in connection with, any contract relating to any shares, debentures or securities.

(xv) Whilst the information in the RFP Documents has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. The RFP Documents include certain statements, estimates, projections, targets and forecasts with respect to Terminal Market Complex.. Such statements, estimates, projections, targets and forecasts reflect various assumptions which may or may not prove to be correct. No representation or warranty is given as to the reasonableness of, and no reliance should be placed on, any statements, estimates, projections, targets or forecasts or the assumptions on which they may be based and nothing in the RFP Documents is, or should be relied on as, a promise, representation or warranty. The Feasibility Report & Project Information Memorandum (FR & PIM) for the project is being provided only as a preliminary reference documents by way of assistance to the bidders who are expected to make their own survey/investigation, detailed examination, independent assessment and seek its own professional, financial and legal advice before submitting their bid. Nothing contained in the FR & PIM shall be binding on the awarder nor confer any right on the bidders, and the awarder shall have no liability whatsoever in relation to or arising out of any or all contents of FR & PIM.

(xvi) By participating in the bid each of the bidders and the bidding entities shall be deemed to have acknowledged and accepted that he has not been induced to enter into such agreement by any representation or warranty, express or implied, or relied upon any such representation or warranty by or on behalf of GOS/SHM, its consultants. The Bidders/Bidding Entities should conduct their own investigation and analysis of the Terminal Market Project Complex and all matters connected with the Terminal Market Project Complex, the information contained in the RFP Documents and any other information provided to or obtained by the Bidders/Bidding Entities or any of them.

(xvii) Notwithstanding anything to the contrary contained in the RFP, the detailed terms specified in the draft agreement (OMDA) shall have overriding effect; provided, however that any conditions or obligations imposed on the bidder hereunder shall continue to have effect in addition to its obligations under the said agreement.

(xviii) The Bidder should submit a Power of Attorney as per the format at Appendix – E & F as the case may be authorizing the signatory of the Bid to commit the Bidder as part of the technical bid.

(xix) In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix – as part of the Technical Bid (Appendix-B).

(xx) The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The authority will not return any Bid or any information provided along therewith.

(xxi) Bidder shall not have a conflict of interest (“**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

(a) such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is less than 1% of its paid up and subscribed capital; or (b) a constituent of such Bidder is also a constituent of another Bidder; or (c) such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

(e) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Bid of either or each of the other Bidder; or (f) such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

(xxii) A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the awarder in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOI or (ii) execution of the Agreement (OMDA). In the event any such adviser is engaged by the Selected Bidder after issue of the LOI or execution of the Agreement, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the awarder, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the awarder may have there under or otherwise, the LOI or the OMDA Agreement, as the case may be, shall be liable to be terminated without the awarder being liable in any manner whatsoever to the Selector Bidder for the same.

6.2 Change in composition of the Consortium

6.2.1 Where the Bidder is a Consortium, change in composition of the Consortium may be permitted by the Awarder during the Bid Stage, only where:

- (a) the Lead Member continues to be the Lead Member of the Consortium;
- (b) the substitute is at least equal, in terms of Technical Capacity and Financial Capacity, to the Consortium member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and
- (c) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member of any other Consortium bidding for this Project.

6.2.2 Approval for change in the composition of a Consortium shall be at the sole discretion of the Awarder and must be approved by the Awarder in writing.

6.2.3 The modified/reconstituted Consortium shall be required to submit accordingly a revised Bidding Agreement before the Bid Due Date.

6.3 Change in Ownership

6.3.1 By submitting the Bid, the Bidder shall be deemed to have acknowledged that it was prequalified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members who will own at least 26% each of the equity. The Bidder further acknowledges and undertakes that each of such Consortium Members shall continue to hold at least 26% of the equity in it up to the first five years of the commercial operations of the TMC. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the OMDA Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the OMDA Agreement, be deemed to be a breach of the OMDA Agreement and dealt with as such there under.

6.3.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and /or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFQ, the Bidder shall inform the Awarder forthwith along with all relevant particulars about the same and the Awarder may, in its sole discretion, disqualify the Bidder or withdraw the LOI from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the OMDA Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the OMDA Agreement, be deemed to be a breach thereof, and the OMDA Agreement shall be liable to be terminated without the Awarder being liable in any manner whatsoever to the bidder/PE. In such an event, notwithstanding anything to the contrary contained in the OMDA Agreement, the Awarder shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Awarder for inter alia, time, cost and effort of Awarder, without prejudice to any other right or remedy that may be available to the Awarder hereunder or otherwise.

6.4 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

6.5 Site visit and verification of information

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

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

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Awarder;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Awarder relating to any of the matters referred to in Clause 6.5.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 6.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any or the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Awarder, or a ground for termination of the Concession Agreement; and
- (g) agreed to be bound by the undertaking provided by it under and in terms hereof.

6.5.3 The Awarder shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, RFQ, the Bidding Documents or the Bidding Process, Including any error or mistake therein or in any information or data given by the Awarder.

6.6. DOCUMENTS

6.6.1 Contents of the RFP

This RFP comprises the Disclaimer setforth hereinabove, the contents as listed below, and will additionally include any Addendum/corrigendum issued in accordance with Clause :

Invitation for Bids

Terms and definitions

Section 1. Introduction

Section 2 Scope of Work

Section 3. Deliverables

Section 4Time Schedule of Bidding Process

Section 5 Evaluation of Bids and award of contract

Section 6 Instructions to Bidders

Appendices

I. Project Evaluation Criteria (Appendix-A)

II. Letter comprising the Bid (Appendix-B)

III. Bank Guarantee for Bid Security (Appendix-C)

IV. Power of Attorney for signing of Bid(Appendix-D)

V. Power of Attorney for Lead Member of Consortium (Appendix-E)

VI. Proforma for Financial Bid (Appendix-F)

VII. Minimum Mandatory Capital infrastructure (Appendix-G)

VIII. Undertaking from Bidder (Appendix-H)

IX. Draft Operation, Maintenance, Development Agreement (appendix-I)

6.6.2 Pre-bid Conference & Clarifications

A pre-bid conference of the interested bidders shall be convened at the designated date, time and place. Bidder requiring any clarification on the RFP may notify the Awarder in Writing or by fax and e-mail. They should send in their queries before the date mentioned for pre-bid conference in the Schedule of Bidding Process specified in section 4. The Awarder shall endeavor to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by fax or e-mail. The Awarder will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries. The Awarder shall endeavor to respond to the questions raised or clarification sought by the Bidder. However, the awarder reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the awarder to respond to any question or to provide any clarification. The Awarder may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Awarder shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Awarder of its employees or representatives shall not in any way or manner be binding on the Awarder.

6.6.3 Amendment of RFP

At any time prior to the deadline for submission of Bids, the Awarder may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda. Any Addendum thus issued will be sent in writing to all the Bidders. In

order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Awarder may, at its own discretion, extend the Bid Due Date.

6.7. Bid due date:

- i. The bids should be submitted before 1400 hours IST on [date],[month][year] at the address mentioned in section 6.12 in the manner and form detailed in this RFP.
- ii. The Awarder, at its sole discretion, may extend the last date of Submissions of the Bids.

6.8. Late Bids:

Bids received by the Awarder after the specified time on the bid due date shall not be eligible for consideration and shall be summarily rejected.

6.9. Earnest Money Deposit/Bid security:

- (a) Each of the bidders shall furnish an Earnest Money Deposit of Rs. XXX lacs to the GOS [state] along with the bid for each of the distribution companies. The earnest money shall be either in the form of a Account payee demand draft drawn in favor of GOS or in the form of an irrevocable unconditional bank guarantee payable on demand to GOS [state] from a scheduled commercial bank for payment upon such demand. The text of the bank guarantee shall be in the prescribed form furnished to GOS [name] along with the RFP Documents. If the bidders desire any modification the same shall be subject to the approval of GOS [state]. Validity of the Bank Guarantee shall be one year from the due date/last date fixed for submissions of the bids. The EMD will be refunded/returned to the unsuccessful bidder immediately after the completion of the bidding process leading to final selection of successful bidder.
- (b) GOS [state] shall be entitled to make demand under the Bank Guarantee on the occurrence of any of the following events:
 - (i) Bidder purports to withdraw or revise its Bid at any time prior to the announcement accordance with the RFP.
 - (ii) Unless an event of Force Majeure exists, the Bidder refuses or fails to enter into, on or prior to the date specified, the Relevant Agreement for the Terminal Market Project Complex for which it has made a successful Bid and upon acceptance by GOS in accordance with the provisions of the RFP; or
 - (iii) Bidder or, if relevant, any of the bidding entity ceases or threatens to cease to carry on business or is or becomes unable to pay its debts as they fall due; or

- (iv) In the event that Bidder is not finally selected, GOS shall return the earnest money/bank guarantee. The Bank Guarantee shall thereupon be discharged and not at any time prior thereto.
- (v) In the event the Bidder is selected, the Earnest Money Deposit shall be returned after furnishing the Bank Guarantee for release of Subsidy.

6.10. Validity of Bids:

By giving the Bids, each of the bidders shall be taken to have agreed and accepted that they will as a condition keep the bids valid for acceptance by Government for a period of 36 weeks from the bid due date/ last date fixed for submission of the bids and shall not be entitled to withdraw or vary the bids submitted at any time during the said period.

6.11. Preparation and language of bids:

- (a) The bidder shall provide all the information sought under this RFP. The awarder will evaluate only those bids that are received in the required formats and complete in all respects.
- (b) The bids along with the related documents shall be typed or written in legible ink in English (official language of the state may be considered as per language policy of the Government) and signed by the authorized signatory of the bidder who shall also initial each page in blue ink. All the alterations, omissions, additions or any other amendment made to the bid shall be initialed by the authorized person signing the bid. Supporting documents and printed literature furnished by the bidder with the bid documents may be in any other language provided that they are accompanied by translation in the English language.

6.12 Sealing and marking of bids:

- (i) The bidder shall submit the bid in the format specified at Appendix B & F and seal each in separate envelope and mark the envelope as “Bid (Technical) / Bid(Financial)” as the case may be. The undertaking as prescribed in Appendix H will be annexed to Technical bid (Annexure-B).
- (ii) The documents accompanying the bid shall be placed in a separate envelope and marked as “enclosure of the bid”. The document shall include:-
 - (a) EMD/Bid security
 - (b) Power of attorney for signing of the bid in the prescribed format (Appendix –E)
 - (c) If applicable, power of attorney for lead member of the consortium in the prescribed format (Appendix-F)

A true copy of documents accompanying the bid as specified above shall be placed in the hard bidding and the pages shall be numbered serially. This copy of the document shall be placed in a separate envelope and marked “copy of document”. All the three envelopes as specified above shall

be placed in an outer envelope which shall be sealed. Each of the four envelopes shall clearly bear the following identification:

“Bid for theProject”

and shall clearly indicate the name and address of the bidder. In addition, bid due date should be indicated on each of the envelope.

Each of the envelope shall be addressed to :

ATTN. OF.....

Designation.....

Address.....

If the envelopes are not sealed and marked as instructed above, the awarder assumes no responsibility for the misplacement of pre-mature opening of the bids submitted.

Bids submitted by Fax, Telex, Telegram or e-mail shall not be entertained and shall be rejected.

6.13 Modification/Subscriptions/withdrawal of bids:

The bidder may modify, substitute or withdraw its bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the awarder prior to bid due date. No bids shall be modified, substituted or withdrawn by the bidder on or after the bid due date.

The modification, substitution or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with clause (sealing and marking of bids) with the envelopes additionally marked “modification”, “substitution” or “withdrawal” as appropriate.

6.14. Correspondence with the bidder:

The awarder shall not entertain any correspondence with any bidder in relation to acceptance/rejection of any bid.

6.15. Opening of the Bids:

Awarder would open the technical bids received on the due date at 1600 hours for the purpose of evaluation in the presence of those bidders who wish to be present or their duly authorized representative in the office of (address to be mentioned by awarder). Bids for which acceptable notice has been submitted shall not be opened. Subsequent to opening of bids, Awarder would examine the bids for their eligibility and thereafter to evaluate in accordance with Appendix A as set out in section 5.

6.16. Disqualification

1. Awarder, may in its sole discretion and at any time during the processing of RFP, disqualify any bidder from the RFP process if the bidder has –

- a. Submitted the RFP after the scheduled date and time.
 - b. Not followed sealing and marking procedure as prescribed at section 6.12
 - c. Not submitted the DPR / Initial Master Development Plan
 - d. Made misleading or false representations in the forms statements and attachments submitted in proof of the eligibility requirements.
 - e. If found to have a record of poor of performance in various other projects such as abandoning works, not properly completing the Project, inordinately delaying completion, being involved in litigation or financial failures, etc.
 - f. RFP which is not accompanied by required documentation such as power of attorney etc and Earnest Money Deposit (EMD) will be treated as non-responsive.
 - g. Failed to provide clarifications related thereto, when sought.
 - h. Submitted more than one RFP. This will cause disqualification of all or subsequent to first RFP submitted by such applicants.
 - i. The prescribed minimum project investment outlay as prescribed in Appendix-A has not been adhered to.
2. Applicants who are found to canvass, influence or attempt to influence the qualification or selection process, in any manner that may be. by offering bribes or other illegal gratification or in any other manner shall be disqualified from the process at any stage.
 3. A bid not valid for at least 36 weeks shall be considered as non-responsive and would be disqualified.

6.17 Right to accept or to reject any or all Bids.

6.17.1 Notwithstanding anything contained in this RFP, the Awarder reserves the right to accept or reject any Bid and to annul the Bidding process and reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.

6.17.2 The Awarder reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by the Awarder, the supplemental information sought by the Awarder for evaluation of the Bid. Such misrepresentation/improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified/ rejected. If such disqualification / rejection occurs after the bids have been opened and the [lowest/highest] Bidder gets disqualified/rejected, then the Awarder resaves the right to:
 - (i) invite the remaining Bidders to submit Bids
 - (ii) take any such measure as may be deemed fit in the sole discretion of the Awarder, including annulment of the Bidding Process.

6.17.3 In case it is found during the evaluation or at any time before signing of the OMDA Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, and if the Bidder has already been issued the LOI or has entered into the

OMDA 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 Awarder to the Bidder, without the Awarder being liable in any manner whatsoever to the Bidder/PE as the case may be. In such an event, the Awarder shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Awarder for, inter alia, time, cost and effort of the awarder, without prejudice to any other right or remedy that may be available to the Awarder.

6.17.4 The Awarder reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ, or the Bidding Documents. Failure of the Awarder to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Awarder hereunder.

7. Confidentially

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

8. Evaluation of Bids and Award of Contract

i. In the Proposal stage, the Qualified Applicants will be invited to bid by submitting Detailed Project Reports (Proposal/DPRs) in respect of the Project in accordance with a Request for Proposal (RFP) Documents. During the Proposal stage, Qualified Applicants would be expected to examine the project in further details, and to carry out such studies as may be required to submit Detailed Proposals for the implementation of Project.

ii. TMC project should follow AGMARK standards and relevant ISO & International Standards as the case may be. The qualified applicant in the RFQ shall have freedom to formulate the business plan and submit it as a part of bid, in response to RFP. Business plan should meet requirements prescribed for executing project as given in scope of project as given in scope of project for prescribed throughput volumes as well as minimum infrastructure requirement for each TMC as specified in PIM.

iii. Qualified applicant in RFQ would be required to furnish along with RFP in the technical proposal (as annexure to Appendix B) a declaration (format annexed at Appendix E) as to for which of TMCs (promoted under NHM) and Mega Food Parks (promoted by Ministry of Food Processing Industries), he has applied for or has been awarded for implementation. The bidder participating in bid for more than one TMC should have commensurate financial capability in terms of higher net worth. If

the bidder is bidding for more than one TMC at a time, then he must also furnish order of priority among these projects.

- iv. The Qualified Applicants bidding (Bidders) in the Proposal stage shall be evaluated on the basis of technical and other submissions relating to the project and the financial bids as detailed in the RFP Document. The criteria on which the bids shall be evaluated and the methodologies for evaluation of bids are as given in Appendix "A". In the Proposal stage, the Qualified Applicants will be invited to bid by submitting Detailed Project Reports (Proposal/ DPRs) in respect of the Project in accordance with a Request for Proposal (RFP) Document. During the Proposal stage, Qualified Applicants would be expected to examine the Project in further details, and to carry out such studies as may be required to submit Detailed Proposals for the implementation of the Project.
- v. Subsequent to the completion of bidding process, the State Government shall invite the successful Applicant for signing of Agreement. The successful Applicant shall have to incorporate a Special Purpose Vehicle under the Companies Act, 1956 (PE) which shall sign the Agreement with the GOS.

Appendix-A**1. Project Evaluation:****Technical Evaluation Criteria:**

The qualified bidders will submit a Detailed Project Report (DPR) / also called as Initial Master Development Plan as a part of their technical bid. Only proposals equal and exceeding the prescribed minimum project cost for the proposed TMC hub will be eligible for evaluation. The prescribed minimum project investment outlay for this project as fixed by the Awarder is Rs.....crore(to be specified by the State Government) and the proposal from the bidder less than this amount will be summarily rejected. The DPRs will be assessed by the designated Project Consultant appointed by GOS for this purpose. Only viable plans as evaluated by teh banks will be considered and the bids for these plans will be opened. The DPRs will be assessed on the following parameters:

S.No	Parameter	Unit of Measurement	Weightage
(A) Size and Coverage of Project			
1	Average daily volume projections	MT/Day	15
2	Percentage of horticulture perishable produces in projected throughput		15
3	Range of Produces handled		10
	Total (A)		40
(B) Credentials of Promoters (Applicant) and Projected financials			
1	Aggregate Net worth/Financials of the Applicant	Rs in Crore	20
2	Relevant Experience	Area of Experience & years of experience	20
3	Financial parameters like IRR/Break Even/DSCR etc. of etc. Project	Rate	
	Total (B)		50
(C) Producer Association Participation**			
15	Producers Association Participation	Equity share in the SPV	10
	Grand Total		100

NOTE FOR APPLICANT/BIDDER: In case the applicant wishes to update the information for last financial year which he could not provided at the stage of RFQ on the pretext that audited information (Annual accounts/annual reports) was not ready; the applicant will submit the same along with this bid including that for the relevant experience, otherwise the information made available at RFQ stage will be considered as final.

(NOTE FOR STATE GOVT.: While a broad evaluation pattern has been provided as in above table, the details as to how marking for each category is to be done will be decided by the State Govt. before evaluation. A bidder securing a minimum of 50-70 marks for the technical qualification shall be considered for evaluation of financial bids. However, the respective State Governments may define the exact minimum marks, within the above range, for qualification Based on local and regional conditions.)

2. Methodology for Evaluation of Financial Bids

Only viable DPRs as declared viable by the designated project Consultant will be taken up for further assessment and the financial Bids of these Bidders will be opened.

The Financial Bids submitted (in the format as prescribed in Appendix-) by the Bidders shall be assessed on the amount of total subsidy quoted by the Bidder. The Bidders shall be required to submit their financial bids as per the bid response sheet 4 provided in this RFP document. The project shall be awarded to the Bidder who quotes the lowest amount of subsidy in INR.

- (i) The complete bids sent by qualified applicants will be evaluated on the basis of Minimum subsidy requested (in INR Crores). The Bidder with the minimum subsidy amount in INR Crores shall be awarded the Project.

3. Evaluation in the event of Tie:

- (i) In Case of Tie among Bidders on the criterion mentioned in pt no. 2(i), the Bidder who has prescribed the Maximum project outlay in the Initial master Development Plan/DPR will be awarded the Project(6)

-
- (6) Subject to fulfillment of other eligibility

- (ii) In case of Tie among Bidders on criteria mentioned in pts 2(i) and 3(i), the applicant with the maximum Experience Score (as mentioned in clause 3.B.a and 3.B.b and 3.B.c of RFQ) will be awarded the Project.
- (iii) In case there is tie among bidders on criteria mentioned in points 2(i), 3(i), 3(ii) above, draw of lots will be done to select the candidate for awarding the Project.

APPENDIX – B
Letter comprising the Bid

Dated:

To,

[The Awarder-Please Specify],

*****]

Sub: Bid for Terminal market Complex Project at..... (Specify Location & State)

Dear Sir,

With reference to your RFP document of Reference No.....dated *****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid project.

1. The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for the [development, construction, operation and maintenance] of the aforesaid Project.
4. I/We shall make available to the Awarder any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Awarder to reject out Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we/any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the Bidding Documents, including any Addendum/Corrigendum issued by the Awarder.
 - (b) I/We do not have nay conflict of interest in accordance with Clauses 2.1.14 and 2.1.15 of the RFP document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender of request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.6 of the RFP document.
9. I/We believe that we/our Consortium/ proposed Consortium satisfy(ies) the Net Worth criteria and meet(s) the requirement as specified in the RFQ document and are/is qualified to submit a Bid in accordance with the [guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the Process of disinvestment issued by the GOI vide Department of

Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply mutatis to the Bidding Process]

10. I/We declare that we/any Member of the Consortium, are/ is not a member of a/ any other Consortium submitting a Bid for the Project.

11. I/we certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

13. I/We further certify that no investigation by any authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.

14. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Awarder of the same immediately.

16 [We acknowledge that our Consortium/Proposed Consortium was pre-qualified and Short-listed on the basis of Technical Capacity and Financial Capacity of those of its Members who will own at least 26% of the equity in it and undertake that each such Consortium Members shall continue to hold at least 26% of the equity in it and undertake that each such Consortium members shall continue to hold at least 26% of the equity in it upto first five years of the Operation of the TMC. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the OMDA Agreement in respect of Change in Ownership.]

17 [I/We understand and agree that the minimum project cost for aforesaid proposed TMC hub has to be more than the minimum amount prescribed in Appendix A of the RFP and our offer stand summarily rejected/disqualified in the event of same not being complied. I/We hereby irrevocably waive nay right which we may have at nay stage at law or howsoever otherwise arising to challenge or question any decision taken by the Awarder in this connection.

18. [I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFQ, I/We shall inform the Awarder forthwith along with all relevant particulars and the Awarder may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the OMDA Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the OMDA Agreement shall be liable to be terminated without the Awarder being liable to us in any manner whatsoever.]

19. I/We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956 or shall incorporate itself as such prior to execution of the OMDA Agreement.

20. I/We here irrevocably waive any right which we may have at any stage at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Awarder in connecting with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

21. In the event of my/our being declared as the selected Bidder, I/We agree to set up the requisite minimum number of collection Centers including their locations as suggested/prescribed in the Feasibility Report and project information Memorandum or

prescribed by the Awarder and further I/We agree not to seek any change or dispute the same at all.

22. In the event of my/ our being declared as the Selected Bidder, I/We assure you that we will make reasonable effort in providing equity to producer's Associations as proposed by us.

23. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a OMDA Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. I/We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

24. I/We have studied all the Bidding Documents carefully and also estimated/surveyed the [proposed project Site, the Volume, quality and seasonality of the commodities]. We understand that except to the extent as expressly set forth in the OMDA Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Awarder or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of contract.

25. I/We submit our Detailed Project Report (DPR)/Initial Master Development Plan along with detailed plan drawings and supporting documents duly signed on each page in a separate envelope marked Technical Proposal for aforesaid TMC.

26. The [subsidy] has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft OMDA Agreement, our own estimates of costs [and volume and quality] and after a careful assessment of the site and all the conditions that may affect the Bid.

27. I/We offer a Bid Security of Rs. _____ (Rupees _____ only) to the Awarder in accordance with the RFP Document.

28. The Bid Security in the form of a Demand Draft/Bank Guarantee (strike out whichever is not applicable) is attached.

29. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened.

30. I/We agree to keep this offer valid for 36 weeks from the Bid Due Date specified in the RFP.

31. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFP document.

Yours Faithfully,

Date:

Place

Name of the Bidder:

Name and designation of the Authorized signatory:

Signature of the Authorized signatory:

Seal of Bidder/Lead Firm

Enclosure:

(i) EMD

(ii) Power of Attorney

(iii) Memorandum of Agreement of all the members of Consortium

(iv) DPR

LIST AND TIME SCHEDULE FOR MANDATORY CAPITAL PROJECT AT TMC HUB, ESSENTIAL & ADDITIONAL INFRASTRUCTURE AT TMC HUB AND CAPITAL PROJECTS AT COLLECTION CENTRES (SPOKES) AS PER Appendix-G OF THIS RFP

S.No.	Mandatory Capital Project	Approx Cost of Project (in Rs. Crores)	Timeline for Completion of Specified Percentage of mandatory Capital Project (as per the DPR Submitted)				
			Start Date	25%	50%	75%	100%
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
	Total						

NOTE TO BIDDER- Please provide category wise

Bank Guarantee for Big Security

B.G. No..... Dated.....

1. In consideration of you, Government of.....(Specify State), having its office at ***** (hereinafter referred to as the “Award” which expression shall unless it be repugnant to the subject or context thereof include its, successors and assign) having agreed to receive the Bid of _____ [a Company registered under provision of the Companies Act. 1956] and having its registered office at _____ [and acting on behalf of its Consortium] (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assign), for the Terminal Market Complex Project at..... (specify location) on [BOO] basis (hereinafter referred to as “the Project”) pursuant to the RFP Document No.....dated ***** issued in respect of the Project and other related document (hereinafter collectively referred to as “Bidding Documents”), we [Name of the Bank] having our registered office at _____ and one of its branches at _____(hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of section 6.9 of the RFP Document, irrevocably unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. ***** (Rupees ***** only) as bid security (hereinafter referred to as the “Bid Security”) as our primary obligation without any demur, reservation recourse, contest to as the “Bid Security”) as our reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Awardee stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Awardee is disputed by the Bidder or not merely on the first demand from the Awardee stating that the amount claimed is due to the Awardee by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ***** (Rupees ***** only.)
4. This Guarantee shall be irrevocable and remain in full force for a period of 36 weeks from the Bid Due date or for such extended period as may be mutually agreed between the Awardee and the Bidder, and agreed to by Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Awardee shall be sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, not with standing any differences between the Awardee and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

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

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

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

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

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

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

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

Signed and Delivered by _____ Bank

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

(Signature of the Authorised Signatory
(Official Seal)

APPENDIX-D**Power of Attorney for signing of Bid**

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us/the Lead Member or our Consortium and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Terminal market Complex Project at c..(Specify location) proposed or being developed by the Government of(state) hereininafter referred as Awarder, including and writings participate in bidders’ and other conferences and providing information / responses to the Authority, representing us in all matters before the Awarder signing and execution of all contracts including the Agreement (Operation Maintenance Development Agreement) and undertakings consequent to acceptance of our bid, and generally dealing with the Awarder in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering in to of the Concession Agreement with the Awarder AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____ THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20**

For _____

(Signature)

(Name, Title and Address)

Witnesses:

- 1.
- 2.

Accepted [Notarised]

(Signature)

(Name , Title and Address
of the Attorney)

Notes for the State Government:

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.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarized in the jurisdiction where the power of Attorney is being issued

APPENDIX-E

Power of Attorney for Lead Member of Consortium

Whereas the Government of(name of State), hereinafter referred as awarder, has invited bids from pre-qualified and short-listed parties for the Terminal Market Complex Project (“the Project”) at(specify location), Whereas, _____, _____ and _____(collectively the “Consortium”), being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all Acts, Deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____having our registered office at _____, M/s. _____having our registered office at _____, and M/s. _____, having our registered office at _____, and M/s _____, having our registered office at _____,[the respective names and addresses of the registered office](hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s _____, having its registered office at _____, being on of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project , and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all application, bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit information/documents, sign and execute contract and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Awarder, and/or any other Government Agency or any person, in all meters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Awarder, AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 20**.

For _____
(Name & Title)

For _____
(Name & Title)

For _____
(Name & Title)

For _____
(Name & Title)

Witnesses:

1.

2.

(Executants)

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

Notes for the State Government:

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.

Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.

Performa for Financial Bid

Bid Response Sheet No.3

Covering letter for the Financial Bid

To
[Name and Address of Nodal Officer]

Sir,

Sub: Financial Bid for the Modern Terminal Market Project, [Name of the State]

Please find attached our Financial Bid for the captioned project.

I/ We confirm that the Financial Bid submitted herein above will remain valid till _____(mention the validity period which should be more than36 weeks)

Dated _____ Day of _____ 200

Name of the Bidder :

Signature and Stamp of the Authorized Person:

Name of the Authorized Person :

Designation of the Authorized Person :

Financial Bid Format

(To be provided on the letterhead of the Bidder)

1. Name of the Bidder
: _____
2. Address
: _____
3. Financial Bid

S.No.	Particular	Amount in INR Crores
-------	------------	----------------------

- | | | |
|---|---|--|
| 1 | Subsidy Required
Floor Subsidy*
Additional Subsidy
Total Subsidy (All inclusive) | |
|---|---|--|

Note for State Govt: A floor Subsidy of 25% of Project cost is suggested for all Bidders. However, it is upto the GOS to decide whether a bid for the project in a location can be viable for subsidy below 25% of the project cost. Accordingly the GoS can decide whether a Bidder should be allowed to quote an amount below 25% of project cost of respective TMS's.

Dated _____ Day of _____ 200

Name of the Bidder :

Signature and Stamp of the Authorized Person:

Name of the Authorized Person :

Designation of the Authorized Person :

Appendix-G

**Mandatory & Other Capital Project
(GoS to Decide and Finalise before bid is issued)**

I. Market Infrastructure / Assets

a. Mandatory Capital Project Components (indicative list) to be provided as Market Infrastructure / Assets at the central Terminal Market Complex (TMC) hub are (to be filled up by bidder):

<u>Description of capital component</u>	<u>No./Min.Capacity</u>	<u>Appx. Cost(Rs crore)</u>
i. Electronic auction facility		
ii. Cold storage facility		
iii. Temperature controlled warehouse		
iv. Ripening chamber		
v. Sorting, grading, washing and packing line		
vi. Labeling of produce		
vii. Quality testing		
viii. Material handling equipment (palletisation and plastic crates)		
ix. Movement and parking facility for vehicles		
x. Futures trading facility		
xi. Transport service (including cool chain)		
xii. Banking services including settlement of transactions		
xiii. Vehicle fuelling services		
xiv. Waste and refuse treatment and disposal		
xv. Basic lodging services		
xvi. Storage area of plastic crates		
xvii. Standards for the produce arriving at the market		
xviii. Bulk Weighment etc.		
xix. Price Displays / bulletin service		

(b) Capital Project Components (indicative list) which is to be provided as Market Infrastructure / Assets at the collection center for Perishable Agricultural Produce handled by the PE (to be filled up by bidder collection centre wise)

<u>Description of capital component</u>	<u>No./Min.Capacity</u>	<u>Approx. Cost(RsCr)</u>
i. Washing, grading, sorting, weighment services		
ii. Multi-modal transport services including to central TMC		
iii. Plastic crates		
iv. Facility for collection and aggregation of produce		
v. Services for settlement of Transaction		

II Essential Infrastructure/Assets:

“Essential Infrastructure/Asset” means the definite provision of the infrastructure for following user facilities and services at the TMC on non-chargeable basis:

<u>Description of capital component</u>	<u>No./Minimum. Capacity</u>	<u>App. Cost(Rs lac)</u>
(a) Toilets		
(b) Waiting rooms		
(c) Drinking water		
(d) Cleaning, heating, lighting and air conditioning public areas		
(e) Facilities for the disabled and other special needs people		
(f) Information desks		
(g) Policing and general security		
(h) Fire fighting services		
(i) Emergency services including emergency medical care room		
(j) Any other services deemed to be necessary for the safe and efficient operation of the Terminal Market Complex (specified by GoS).		

III. Additional Infrastructure/Assets

In addition to the above, the TMC shall provide the following Infrastructure facilities and services at the TMC to the Users at nominal rates:

- (a) Food items
- (b) Infrastructure/ Facilities for Post Offices
- (c) Infrastructure/ Facilities for Public telephones
- (d) Infrastructure/ Facilities for access to internet
- (e) Vehicle parking

Appendix-H

- i. We hereby declare that we have applied for /awarded following Terminal Market Complex projects, promoted under NHM & Mega Food Park projects under MoFPI

Name & Location	Period of Setting up	Project Cost(Rs Crore)
1.		
2.		
3.		

- ii. We have not applied for /awarded any projects under Scheme for Terminal Market or mega for Terminal Market or Mega Food Parks Scheme.

(Cross whichever is not applicable)

(Signature of the Applicant)