

CAPITAL PROJECT ADMINISTRATION BHOPAL

**NAME OF WORK: OPERATION AND MAINTENANCE OF
SWIMMING POOL NEAR S.E.C.L. OFFICE,
KALPANA NAGAR, RAISEN ROAD BHOPAL, MP,
ON PUBLIC PRIVATE PARTNERSHIP (PPP) BASIS**

REQUEST FOR PROPOSAL (RFP) (SINGLE STAGE BIDDING)

BID DOCUMENT

PART - I

INSTRUCTIONS TO BIDDERS (ITB)

MAY, 2010

Executive Engineer Division - I,
Capital Project Administration (CPA)
E5, Bittan Market, Arera Colony, Bhopal [M.P.] 462016
Tele: (O) 0755-2464382
FAX : 0755 - 2463365
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Website: <http://cpamp.nic.in/>

SCHEDULE OF BIDDING PROCESS

| S.No. | Description | Date & details |
|-------|---|----------------------|
| 1 | Issue of RFP document | 07.06.10 to 22.06.10 |
| 2 | Last date of receiving queries | 15.06.10 |
| 3 | Pre-bid conference | 21.06.10 |
| 4 | Reply to Pre-bid queries | 25.06.10 |
| 5 | Last date of submission of proposal (Proposal Due date) | 30.06.10 |
| 6 | Date of opening of Proposal | 02.07.10 |

DISCLAIMER

This Request for Proposal (RFP) is issued by **Capital Project Administration (CPA)**, (hereinafter referred to as "Authority")

The RFP is not a prospectus or offer or invitation to the public in relation to the sale of shares, debentures or securities, nor shall this RFP or any part of it form the basis of or be relied upon in any way in connection with, any contract relating to any shares, debentures or securities.

In considering an investment, if any, in the proposed Project, each recipient should make its own independent assessment and seek its own professional, technical, financial and legal advice.

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither Authority nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment. It does not, and does not purport to, contain all the information that a recipient may require. Neither Authority nor any of its officers, employees nor any of its advisors nor consultants undertakes to provide any recipient with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein which may become apparent. Each recipient must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein that may appear in this RFP and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.

This RFP includes certain statements, estimates, Projections, targets and forecasts with respect to the Project. Such statements estimates, Projections, targets and forecasts reflect various assumptions made by the management, officers and employees of Authority, which assumptions (and the base information on which they are made) may or may not be provided or prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied upon as, a promise, representation or warranty Authority accepts no responsibility for statement made in any advertisement or other material and any one placing reliance on any other source of information would be doing so at his own risk and responsibility.

Capital Project Administration (CPA)
E5, Arera Colony, Bhopal [M.P.] 462016

1. INVITATION FOR PROPOSAL

Competitive Bidding under Single Stage Bidding Process for Operation and Maintenance of Swimming Pool, Near SECL office Kalpana Nagar, Raisen Road Bhopal (M.P.) (hereinafter referred to as “Project”) in the State of Madhya Pradesh on Public Private Partnership (PPP) Basis

1.1 Background Information

Capital Project Administration (CPA), (Hereinafter referred to as “**Authority**”) intends to implement the Operation and Maintenance of the following Project on Operate, Maintain and Transfer (OMT) basis under Public-Private Partnership (PPP) for urban infrastructure development for a specified Concession Period (the “**Concession Period**”):

| Project Details | Area (Approx) | Concession Period |
|-----------------------------|--------------------------|--------------------------|
| Swimming Pool Campus | 12232.93 sq. mt.* | 5 years |

*Total builtup area - 1031.72 Sq. Mt.

Concession Period can be renewed for another 5 years, subject to fulfilment of conditions mentioned in Draft Concession Agreement.

Brief description of the project is as under:

The Raisen Road Swimming Pool located near S.E.C.L. office, Kalpana Nagar in BHEL Bhopal area has been constructed by Authority. The facilities available are as follows:

| <i>Particulars</i> | <i>Number</i> | <i>Dimension (Metres)</i> |
|----------------------------|---------------|---------------------------|
| Swimming Pool | | |
| Main Pool | 1 | 50 x 21 |
| Children Pool | 1 | 5.20 x 5.20 |
| Filter Room | 1 | 10.20 x 4.50 |
| Control Room | 1 | 3 x 3 |
| Change Room (gents) | | |
| Waiting Lounge | 3 | 3.00 x 3.65 |
| Lockers Room | 2 | 4.30 x 2.80 |
| Shower | 6 | 1.20 x 1.35 |
| Change Room | 6 | 1.00 x 1.20 |

| | | |
|-----------------------------|---|--------------|
| Toilets & Urinals | 6 | 1.00 x 1.20 |
| Change Room (ladies) | | |
| Waiting Lounge | 3 | 3.00 x 3.65 |
| Lockers Room | 2 | 4.30 x 2.80 |
| Shower | 6 | 1.20 x 1.35 |
| Change Room | 6 | 1.00 x 1.20 |
| Toilets & Urinals | 6 | 1.00 x 1.20 |
| Administrative Block | | |
| Manager Room | 1 | 3.40 x 4.00 |
| Accounts Section | 1 | 3.00 x 3.20 |
| Staff Room | 1 | 3.00 x 3.20 |
| Waiting Room & Lounge | 1 | 10.40 x 7.60 |

CPA proposes to select a private entrepreneur who will be capable of maintaining the existing infrastructure at the site and offer quality services to the users of the facility.

- 1.2 An Agreement will be drawn up between Authority and the Successful Bidder on PPP basis (the "Concession Agreement"). Revenues from the proposed Project will accrue to the Successful Bidder undertaking the Project (the "Project Company" or the "Concessionaire") and would be appropriated as per the provisions of the Concession Agreement.
- 1.3 Interested parties may obtain the RFP document up to _____ on all working days between 1100 hrs and 1600 hrs by written request on submission of a non-refundable fee of Rs 5,000 (Rupees Five Thousand only) by way of a cash or crossed demand draft drawn in favour of 'Capital Project Administration (CPA)', payable on any scheduled bank at Bhopal.
- 1.4 A 'Single Stage' process is planned to be followed for determining the Successful Bidder i.e. there will not be any separate Pre-Qualification Stage for short listing of Bidders. However, the Bidders would be required to meet the minimum technical and financial capability criteria and qualify for undertaking the Project as set out in this RFP. The Financial Proposal of only those Bidders that possess the minimum Technical & Financial capability would be opened and evaluated.
- 1.5 RFP submissions must be received no later than **15:00 hrs on** _____ (Proposal Due Date) in the manner specified in the RFP document at the address given below. Authority shall not be responsible for any delay in receiving the Proposal and reserves the right to accept/ reject any or all Proposals without assigning any reason thereof.

Executive Engineer Division - I,
Capital Project Administration (CPA)
E5, Arera Colony, Bhopal [M.P.] -4620016.
Tele: (O) 0755-2464382, FAX : 0755 - 2463365
Email: secpabhopal@yahoo.com
Website: <http://cpamp.nic.in/>

2. GENERAL INFORMATION

2.1 Single stage bidding process

2.1.1 The Bidder will be a sole applicant (Single Entity). The Successful Bidder is the one selected by Authority to develop this Project. The Bidder would be liable for the execution of the Project in accordance with the terms of the Concession Agreement.

2.1.2 For selecting the Successful Bidder to undertake the Project, Authority plans to carryout a single stage bidding process wherein the interested parties are required to submit the Proposal. The Proposal in response to the RFP is to be submitted in two parts, viz.:

PART 1: Qualification Proposal

PART 2: Financial Proposal

The evaluation of the Proposals would be carried out in two stages.

PART 1 : The first stage would involve test of responsiveness, technical and financial capability for undertaking the Project based on the Qualification Proposal. Only those Proposals that meet the Qualification Criteria, as set out in this RFP would be qualified for opening of Financial Proposal.

PART 2 : Opening and Evaluation of Financial Proposal.

2.1.3 The principal contract between Authority and the Concessionaire will be the Draft Concession Agreement. The terms used in this RFP and not defined herein shall have the meaning ascribed thereto in the Draft Concession Agreement.

2.2 Concession Period

The Concession Period is provided in the **Data Sheet**.

2.3 Contents of RFP

The RFP consists of three Parts as listed below and would include any Addenda issued.

| | |
|------------------|---|
| Volume I | Instructions to Bidders (ITB) |
| Volume II | Draft Concession Agreement with Schedules |

2.4 Proposal Preparation Cost

The Bidder shall be responsible for all costs associated with the preparation of its Proposal and its participation in the bidding process. Authority will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

2.5 Project Inspection and Site Visits

Bidder, at its own responsibility and risk is encouraged to visit and examine the Site of Project and its surroundings and obtain all information that may be necessary for preparing the Proposal. The costs of visiting the Site shall be borne by the Bidder. Authority shall not be liable for such costs, regardless of the outcome of the bidding process.

2.6 Bidders' Responsibilities

2.6.1 The Bidder is expected to examine carefully the contents of all the documents provided by the Authority. Failure to comply with the requirements of RFP will be at the Bidders' own risk.

2.6.2 It would be deemed that prior to the submission of the Proposal, the Bidder has:

- (i) made a complete and careful examination of requirements and other information set forth in this RFP;
- (ii) received all such relevant information as it has requested from the Authority; and
- (iii) made a complete and careful examination of the various aspects of the Project including but not limited to:
 - (a) the Project Site
 - (b) existing facilities and structures
 - (c) the conditions of the access of site and utilities in the vicinity of the Project Site
 - (d) conditions affecting transportation, access, disposal, handling and storage of the materials.
 - (e) clearances obtained for the Project.
 - (f) all other matters that might affect the Bidder's performance under the terms of this RFP and
 - (g) acquainting itself with local and central laws and rules and regulations thereto as well as other applicable rules and regulations relevant to the Project.

2.6.3 Authority shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

2.7 Clarifications and Pre-Bid Conference

- 2.7.1** Authority proposes to hold a Pre-Bid Conference, on the date specified in the Schedule of Bidding Process, to discuss the issues related to the Project with all the prospective Bidders. Authority, at its discretion, may also hold further discussions with the prospective Bidders to finalise the technical/ commercial parameters and other related issues for the Project, before submission of the Proposals, which would be common for all the Bidders.
- 2.7.2** Prior to the Pre-Bid Conference, the prospective Bidders may submit a list of queries and propose deviations, if any, to the Project requirements and/or the Draft Concession Agreement. Prospective Bidders must formulate their queries/proposed deviations and forward the same to Authority before Last Date for Receiving Queries. Authority may amend the RFP based on inputs provided by prospective Bidders that may be considered acceptable at its sole discretion.
- 2.7.3** Bidders may note that Authority will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents including the Draft Concession Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

2.8 Amendment of RFP

- 2.8.1** Authority may modify the RFP by issuing an Addendum before Proposal Due Date, which shall become a part of the RFP.
- 2.8.2** To give prospective Bidders reasonable time to take Addendum into account in preparing their bids, Authority may, at its discretion, extend the Proposal Due Date.

2.9 Proposal Validity period

Proposal should remain valid for a period not less than **120 days** from the Proposal Due Date.

2.10 Extension of Proposal Validity period

- 2.10.1** In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Authority may request the Bidders to extend the period of validity for a specified additional period.

2.10.2 The Proposed Validity Period of the Successful Bidder shall be automatically extended till the date on which the Concession Agreement is signed.

2.11 Right to accept or reject Proposal

2.11.1 Authority reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to execution of the Concession Agreement, without liability or any obligation for such acceptance, rejection or annulment.

2.11.2 Authority reserves the right to reject any Proposal if:

- (i) at any time, a material misrepresentation is made or uncovered for a bidder or any of its members
- (ii) the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal

Authority may debar / blacklist any of the Bidder(s) for their misleading or false representations in the forms, statements etc. for the period to be decided by Authority.

2.12 Acceptance of Letter of Acceptance (LOA) and Execution of Concession Agreement

2.12.1 Within Fifteen (15) days from the date of issue of the LOA, the Successful Bidder shall accept the LOA and return the same to Authority. The Successful Bidder shall take necessary steps so as to ensure execution of the Concession Agreement between the Concessionaire and Authority within thirty (30) days of the issue of LOA.

2.12.2 In case, the Concession Agreement does not get executed within Thirty (30) days of the date of issue of the LOA, Authority reserves the right to take any such measure as it may deem fit including to annul the bidding process and may invite fresh Proposal for the Project. In such a case the entire Bid Security submitted by the Successful Bidder shall be forfeited. However, Authority on receiving request from the Successful Bidder may at its discretion, permit extension of time for execution of the Concession Agreement.

2.12.3 Authority will notify other Bidders that their Proposals have been unsuccessful. Bid Security of other bidders will be returned within 15 days of signing of the agreement or expiry of validity period of proposals whichever is earlier.

2.13 Performance Security

2.13.1 The Concessionaire shall for due and faithful performance of its obligations during the Concession period furnish Performance Security by way of an irrevocable Bank Guarantee issued by a Bank, as defined in this RFP for an amount mentioned in the **Data Sheet**. The Concessionaire shall provide the Performance Security within the period mentioned in the draft Concession Agreement.

2.13.2 Till such time the Concessionaire provides the Performance Security, the Bid Security shall remain in full force and effect.

2.14 Return of the Proposal and Bid Security

The Bid Security and unopened Part 2: Financial Proposal of those Bidders who's Qualification Proposal gets rejected will be returned within a period of 30 days from the date of such rejection.

3 PREPARATION AND SUBMISSION OF PROPOSAL

3.1 All Proposals must be submitted, duly signed by the Authorised Signatory of the Bidder under the "Covering Letter for Proposal Submission" as per the format in *ANNEX 1*.

3.2 Any entity, which has been barred, by Authority and the bar subsists as on the Proposal Due Date would not be eligible to submit the Proposal. An Affidavit as per the format in *ANNEX 2B* should be submitted along with the Proposal.

3.3 The Proposal shall be accompanied with an Anti Collusion Certificate on the letter head of the bidder substantially in the format provided at *ANNEX 2C*.

3.4 The Proposal shall also be accompanied with a Project Undertaking on the letter head of the bidder substantially in the format provided at *ANNEX 2D*.

3.5 Language / Currency of the Proposal

The language of Proposal and related documents and correspondence shall be as per the **Data Sheet**. All Currency should be mentioned in Indian Rupees (INR)

3.6 Bid Security

3.6.1 Proposals need to be accompanied by a Bid Security mentioned in the **Data Sheet**. The Bid Security shall be kept valid for 60 days beyond the Proposal Validity period including any extensions in the Proposal Validity Period.

- 3.6.2 The Bid Security shall be in the form of Bank Draft or FDR (valid for minimum 6 months) in favor of “Capital Project Administration” payable at Bhopal
- 3.6.3 Authority shall reject the Proposal, which does not include the Bid Security.
- 3.6.4 The entire Bid Security shall be forfeited in the following cases:
- (i) If the Bidder withdraws any of its Proposal within the Proposal Validity Period;
 - (ii) If the Successful Bidder fails to provide the Performance Security for the Project within the stipulated time or any extension thereof provided by Authority.
 - (iii) As per the provisions of the Concession Agreement

3.7 Format and Signing of Proposal

- 3.7.1 The Bidder would provide all the information as per this RFP. Authority reserves the right to evaluate only those Proposals that are received in the required format, complete in all respects and in line with the instructions contained in this RFP.
- 3.7.2 The Bidder shall prepare and submit one original proposal along with an additional copy.
- 3.7.3 The pages and volumes of each part of the Proposal shall be clearly numbered and stamped and the contents of the Proposal shall be duly indexed.
- 3.7.4 All documents should be submitted in a **hard bound form**. The Proposal should not include any loose papers.
- 3.7.5 The Proposal shall be typed or printed. The Proposal shall be signed and each page of the Proposal shall be initialed by a person or persons duly authorized to sign on behalf of the Bidder and holding the Power of Attorney.
- 3.7.6 The numbers contained in the Financial Proposal should be covered with a clear/transparent adhesive tape. Any signs of tampering will lead to the rejection of the Financial Proposal.
- 3.7.7 The Proposal shall contain no alterations or additions, except those to comply with instructions issued by Authority or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Proposal.

3.8 Sealing and Marking of Proposal

- 3.8.1 The Bidder shall seal each PART (Qualification Proposal and Financial Proposal) of the Proposal in separate envelopes duly marking each envelope as “**QUALIFICATION PROPOSAL**” or “**FINANCIAL PROPOSAL**” as appropriate.
- 3.8.2 The Bid Security shall be sealed in a separate envelope marked “**BID SECURITY**” and this envelope placed inside Envelope marked “**Part I: QUALIFICATION PROPOSAL**”.
- 3.8.3 The Bidder shall put the above two separate envelopes in a single outer envelope and seal the envelope.
- 3.8.4 The outer envelope shall clearly bear the following identification.

“Proposal for Operation and Maintenance of Raisen Road Swimming Pool at Bhopal on PPP basis”

- 3.8.5 Each of the envelopes shall indicate the complete name, address, telephone number and facsimile number of the Bidder.
- 3.9 **Proposal Due Date and Time**

Authority may, in exceptional circumstances and at its sole discretion, extend the Proposal due Date by issuing an Addendum uniformly for all Bidders.

3.10 **Modifications / Substitution / Withdrawal of Proposals**

A bidder may modify, substitute, or withdraw its proposal after submission but before the due date, provided that written notice is received by Authority for such purpose.

4 EVALUATION PROCESS AND ELIGIBILITY CRITERION

4.1 Proposal Opening Date

4.1.1 The PART 1 of the Proposal shall be opened in the presence of Bidders’ representatives, who choose to attend.

4.1.2 The following information will be announced at the Proposal Opening and recorded:

- Bidder’s names
- Particulars of the Bid Security

4.2 Non-Discriminatory and Transparent Bidding Proceedings

Authority shall ensure that the rules for the bidding proceedings for the Project are applied in a non-discriminatory, transparent and objective manner. Authority shall not provide to any Bidder, information with regard to the Project or the bidding proceedings, which may have the effect of restricting competition.

4.3 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person not officially concerned with the process unless it is ordered to do so by any authority that has the power under law to require its disclosure.

4.4 Clarifications

To facilitate evaluation of Proposals, Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

4.5 Awarding Criteria

Highest amount of premium quoted by the Bidders in *ANNEX 4* will be the sole criteria for selecting the Successful Bidder out of the Bidders submitting responsive and qualified bids. The mode of quoting premium has been described in Annex-'4'

4.6 Test of responsiveness (Stage I)

4.6.1 In Stage I of Proposal Evaluation, the "Qualification Proposals" submitted by the Bidders shall be checked for compliance with the requirements of the RFP. A Proposal shall be considered responsive if the Proposal satisfies the criteria stated below:

- a) Is hard bound.
- b) Is received by the Proposal Due Date.
- c) Is signed, sealed and marked as stipulated in RFP.
- d) Contains all the formats & information specified in this RFP.
- e) Includes the appropriate bid security.
- f) Mentions the validity period of the Proposal.
- g) Provides the information in Reasonable Detail ("Reasonable Detail" means the details which but for minor deviations, contains the information, which can be reviewed and evaluated by Authority without communication with the Bidder).

4.6.2 The technical and financial capability of the Bidders would be assessed based on the evaluation process and minimum requirements to be submitted by the Bidders in formats as per *ANNEX 3*.

4.6.3 Qualification Proposal is to judge the Bidder's capability and is proposed to be established by the following parameters:

- (a) **Technical capability:** The Bidder should have operated one similar Project (Running & Maintenance of swimming pool) over the last 5 years immediately preceding the Proposal Due Date. (Ref. ANNEX 3 Response Sheet No. 1 and Response Sheet No. 2).

And

The average annual turnover of the Bidder over the last 3 years should be at least Rs. 35 lakhs (Rupees Thirty five lacs only).

- (b) **Financial capability::**

*The average Net Worth of the Bidder over the last three financial years should be at least **Rs. 25 lakhs (Rupees Twenty Five lakhs Only)** (Ref. ANNEX 3 Response Sheet No. 3)*

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

- (i) Which affects in any substantial way the scope, quality, or performance of the Project, or
- (ii) Which limits in any substantial way or is, inconsistent with the RFP, rights of Authority or the obligations of the Bidder under the Concession Agreement, or
- (iii) Which would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals.

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

4.6.6 Financial Proposals of those Bidders whose Qualification Proposals meet the minimum technical and financial capability requirements would be opened and evaluated in Stage II of the Evaluation Process.

4.7 Evaluation of Financial Proposals (Stage II)

4.7.1 Authority will open sealed Envelope containing 'FINANCIAL PROPOSAL' of the Bidders, who pass the Qualification stage (Stage I) as stated, in the presence of the Bidder's authorised representatives who choose to attend.

4.7.2 In the event that two or more Bidders have quoted highest, Authority may:

- (i) Invite fresh Financial Proposals only from the Bidders having the same Financial Proposal. In the fresh Financial Proposals the Bidders will be required not to modify their Financial Proposals to the disadvantage of Authority in financial terms.

OR

- (ii) Take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process.

4.7.3 Upon acceptance of the highest amount of premium, Authority may declare the Successful Bidder.

5 CONTENTS OF PROPOSAL

5.1 Checklist for Submission of Qualification Proposal

This shall consist of:

1. ANNEX 1: COVERING LETTER FOR PROPOSAL SUBMISSION
2. ANNEX 2A: POWER OF ATTORNEY FOR SIGNING OF PROPOSAL
3. ANNEX 2B: AFFIDAVIT
4. ANNEX 2C: ANTI-COLLUSION CERTIFICATE
5. ANNEX 2D: PROJECT UNDERTAKING
6. ANNEX 3 :
 - a. Qualification Response Sheet No. 1: SUBMISSION FOR PROVIDING INFORMATION REGARDING QUALIFICATION CAPABILITY OF THE BIDDER
 - b. Qualification Response Sheet No. 2: ELIGIBLE PROJECT DETAILS
 - c. Qualification Response Sheet No. 3: FINANCIAL CAPABILITY

5.2 Financial Proposal

ANNEX 4: PRICE BID

ANNEX 1

FORMAT FOR COVERING LETTER FOR PROPOSAL SUBMISSION

(On the Letter head of the Bidder)

To

Executive Engineer Division - I,
Capital Project Administration (CPA)
E5, Arera Colony,
Bhopal [M.P.] 4620016

Date:

Dear Sir,

Re: Operation and maintenance of Swimming Pool, Near SECL office Kalpana Nagar, Raisen Road Bhopal (M.P.) on PPP.

Being duly authorized to represent and act on behalf of bidder, I, the undersigned, having reviewed and fully understood all of the Proposal requirements and information provided hereby submit the Proposal for the Project referred above.

I am enclosing the Proposal (one original), with the details as per the requirements of this RFP, for your evaluation. The Proposal shall be valid for a period of one hundred and twenty (120) days from the Proposal Due Date and the Bid Security shall be valid upto 60 days beyond the proposal validity period.

Dated thisDay of200_

Signature of the Authorised Person

Name

Designation

ANNEX 2A

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non - judicial stamp paper of Rs 100 duly attested by notary public)

Re: Operation and maintenance of Swimming Pool, Near SECL office Kalpana Nagar, Raisen Road Bhopal (M.P.)on PPP.

POWER OF ATTORNEY

Know all men by these presents, we _____(name and address of the registered office of the bidder) do hereby constitute, appoint and authorize Mr. / Ms. _____S/o,D/o,W/o_____R/o _____(name and address of residence) who is presently employed with us and holding the position of _____as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the _____(please state the name and address of the bidder) for Operation and Maintenance of _____ on PPP basis (the "Project"), including signing and submission of all documents and providing information / responses to Authority, representing us in all matters in connection with our bid for the said Project.

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

For
(Signature)
(Name, Title and Address)

Accept
.....(Signature)
(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law.
- Also, wherever required, the executant(s) should submit for verification the certified 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 executant(s).

ANNEX 2B

FORMAT FOR AFFIDAVIT
(To be furnished by the Bidder)

(On Non - judicial stamp paper of Rs. 100 duly attested by notary public)

Re: Operation and maintenance of Swimming Pool, Near SECL office Kalpana Nagar, Raisen Road Bhopal (M.P.)on PPP.

1. I, the undersigned, do hereby certify that all the statements made and/or any information provided in our proposal are true and correct and complete in all aspects.
2. The undersigned hereby certifies that neither our firm M/s_____ nor any of its directors/constituent partners have abandoned any work nor any contract awarded to us for such works have been terminated for reasons attributable to us, during last five years prior to the date of this application.
3. The undersigned also hereby certifies that neither our firm M/s_____ nor any of its directors/constituent partners have been debarred by State/Central/Authority/Any other Statutory Body for any work or from bidding.
4. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested to verify this statement or regarding my(our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Authority.

Signed by an authorized Officer of the firm

Title of Officer

Name of Firm

Date

ANNEX 2C

FORMAT FOR ANTI-COLLUSION CERTIFICATE

(On the letter head of the bidder)

Re: Operation and maintenance of Swimming Pool, Near SECL office Kalpana Nagar, Raisen Road Bhopal (M.P.)on PPP.

ANTI-COLLUSION CERTIFICATE

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

We further confirm that we have not offered nor paid nor will offer nor pay, directly or indirectly, any illegal gratification, in cash or kind, to any person or agency in connection with the instant Proposal.

Date thisDay of200_.

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

ANNEX 2D

FORMAT FOR PROJECT UNDERTAKING

(On the Letter head of the bidder)

PROJECT UNDERTAKING

Date:

To:

Executive Engineer Division - I,
Capital Project Administration (CPA)
E5, Arera Colony,
Bhopal [M.P.] 4620016

Re: Operation and maintenance of Swimming Pool, Near SECL office Kalpana Nagar, Raisen Road Bhopal (M.P.) on PPP.

We have read and understood the Request for Proposal (RFP) in respect of the captioned Project provided to us by the Authority.

We hereby agree and undertake as under:

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Concession Agreement, a draft of which also forms a part of the RFP provided to us.

Dated this.....Day of200_.

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

ANNEX 3

Qualification Response Sheet No. 1

**FORMAT FOR SUBMISSION FOR PROVIDING INFORMATION REGARDING
QUALIFICATION CAPABILITY OF THE BIDDER**

Experience of the Bidder

| Project Name | Details of Experience |
|---------------------|------------------------------|
| | |
| | |
| | |
| | |

ANNEX 3 (contd.)

Qualification Response Sheet No. 2

ELIGIBLE PROJECT DETAILS

Name of Member:.....

Role of Member.....

Project Name:

(in Rs _____)

| | Bidder to fill up the details here |
|--|------------------------------------|
| Title & Nature of the Project | |
| Entity for which the Project was Developed / Constructed | |
| Location | |
| Project Cost / Certified Billings | |
| Date of Commencement of Project | |
| Date of Completion | |
| Equity Shareholding | |
| Status in the Project | |

Instructions:

1. A separate sheet should be filled for each of the Eligible Projects.
2. Information may be provided for the past 5 years immediately preceding the Proposal due date.
3. Projects carried out for: specify Name and description of the entity including its status such as Government Agency / Self or own company (parent company / group company). Details such as name, address and contact details need to be provided.
4. For Development experience, Project Cost should be provided. For Construction experience, Certified Billings at the time of completion / substantial completion should be provided.
5. Certificate from the Client statutory auditor in case of Development Projects must be furnished stating the following details:
 - (i) Date of completion / substantial completion / date of commissioning of the Project
 - (ii) Certified billings at the time of completion / substantial completion / cost of Project
 - (iii) Equity shareholding as on date of completion / substantial completion (only for Project Development experience).

ANNEX 3 (contd.)

Qualification Response Sheet No. 3

FINANCIAL CAPABILITY OF THE BIDDER

Name of Member:.....

Role of Member:.....

(Rs. in ____)

| S.N. | Financial information at the end of concerned year | Year-1 | Year-2 | Year-3 | Total | Average |
|----------|---|--------|--------|--------|-------|---------|
| A | Turnover | | | | | |
| 1 | Total Assets | | | | | |
| 2 | Current Assets | | | | | |
| 3 | Paid up Equity | | | | | |
| 4 | Reserves | | | | | |
| 5 | Revaluation Reserves & Special Reserves if any | | | | | |
| 6 | Miscellaneous Expenditure not written off | | | | | |
| 7 | Total Liabilities | | | | | |
| 8 | Current Liabilities | | | | | |
| 9 | Depreciation | | | | | |
| 10 | Profit Before Tax | | | | | |
| 11 | Profit After Tax | | | | | |
| 12 | Other Non Cash Expenses* | | | | | |
| B | Net Worth = (Paid up equity + Reserves) - (Revaluation Reserves + Miscellaneous Expenditure not Written Off) | | | | | |

* details of the items included in the non cash expenses have to be provided.

Note: This information should be extracted from the Annual Financial Statement / Balance Sheet which should be enclosed and this response sheet shall be certified by the Statutory Auditor

ANNEX 4
(On the letter head of the bidder)
PRICE BID FORMAT

Re: Operation and maintenance of Swimming Pool, Near SECL office Kalpana Nagar, Raisen Road Bhopal (M.P.) on PPP.

(Rs. in Lakhs)

1st installment of Premium Amount : Rs. _____ (In Words)

(The figures quoted should be covered with a clear adhesive tape)

Bidder to note:

1. The figures quoted should be in Rupees.
2. The premium is payable in a total of 5 annual installments as under :
 - 1st installment : As quoted by the bidder, at the time of signing of the Concession Agreement
 - Balance installments: Payable annually on the anniversary date of signing of the Concession Agreement, in a total of 4 installments.
3. The premium amount shall be incremented @5% annually on the previous year's amount.
4. In case of renewal of concession period, concessionaire shall continue to pay annual premium with 5% increase over the last premium installment (5th) for remaining concession period.
5. The premium amount will be payable by the Concessionaire to the Authority as per provisions of the Draft Concession Agreement and subject to conditions therein.
6. The Concessionaire shall pay to the Authority annual rent, equal to 7.5% (Seven and a Half) of the first installment of premium amount, payable each year, for the entire Concession Period (including the renewal period). For renewal period lease rent shall be increased by 50 % of the existing lease rent.
7. In case of difference in figures between numerical and word, the figure mentioned in word shall be considered.
8. In case of Concessionaire ceases to operate the swimming pool at any point of time during the concession period then the Concessionaire shall be liable to pay liquidated damages to the authority @ detailed below or part thereof.

**Period of discontinuance
of operation**

- I. Zero yr. of operation
- II. 1st yr. of operation
- III. 2nd yr. of operation
- IV. 3 rd yr. of operation
- V. 4 th yr. of operation

Liquidated damages

- 10 times of Premium**
- 4 times of Premium**
- 2 times of Premium**
- 1 times of Premium**
- 1 times of Premium**

The bidder will have to produce a Bank guarantee for liquidated damages mentioned above in S.No. 1 to 5 before Commencement of respective period mentioned therein

Name of the Bidder
Name & Signature of the Authorized Person

Data Sheet

Re: Operation and maintenance of Swimming Pool, Near SECL office Kalpana Nagar, Raisen Road Bhopal (M.P.)on PPP.

Part I - Request for Proposal

| | | |
|--------------------|----------------------|-----------------------|
| Para 2.3 | Concession Period | : 5 years |
| Para 2.14.1 | Performance Security | : Rs 5 lakhs |
| Para 3.7 | Language | : Hindi/English |
| Para 3.7 | Currency | : Indian Rupees (INR) |
| Para 3.8.1 | Bid Security | : Rs 1 lakhs |