



Gorakhpur Development Authority (GDA)

Invites

Request for Proposal

For



Development of integrated State of Art Convention Center and Support amenities on Public Private Partnership (PPP) basis at Gorakhpur, Uttar Pradesh

INSTRUCTION TO BIDDERS

December 2023

Instructions to Bidders

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DISCLAIMER

The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidders, whether verbally or in documentary form by or on behalf of Gorakhpur Development Authority ("GDA" and "Authority"), Government of Uttar Pradesh or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

The RFP contains brief information about the project for the development of integrated State of Art Convention Center and Support amenities on Public Private Partnership (PPP) basis at Gorakhpur, Uttar Pradesh by a private participant (herein referred to as "Project") being the selected Bidder/ Concessionaire selected through a competitive bidding process. The purpose of this RFP is to provide the Bidder(s) with information that may be useful to them in the formulation of their bids (including Financial Bids) (the "Bids" or "Proposal") pursuant for this RFP and for no other purpose.

This RFP document is not a contract and is not an offer or invitation to any other party. The purpose of this RFP document is to provide the Bidders with information to assist the formulation of their proposal submission. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the Authority and their employees or advisors to consider the investment objectives, financial situation, and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed Project than others. Each recipient must conduct its own analysis of the information contained in this RFP document or to correct any inaccuracies therein that may appear in this RFP document and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regimes 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 contract or arrangement relating to the proposed Project.

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

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

The Authority, its employees, advisors or consultants make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this 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 for participation in this Bid Stage. Neither the information in this RFP nor any other written or oral information in relation to the Bidding Process for implementing the Project or otherwise is intended to form the basis of or the inducement for any investment activity or any decision to enter into any contract or arrangement in relation to the Project and should not be relied as such.

The Authority and also its advisors/ consultants/ representatives/ employees accept no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP. The Authority and also its advisors may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, data, statements, assessment or assumptions contained in this RFP or change the evaluation or eligibility criteria at any time or annul the entire Bidding Process.

The 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 presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid including costs relating to submission and maintenance of various fees, undertakings and guarantees required pursuant to this RFP and also any cost relating to updating, modifying or re-submitting its Bid pursuant to the RFP being updated, supplemented or amended by the Authority. All such costs and expenses will be incurred and borne by the Bidder and the Authority 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 (hereinafter defined).

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

This RFP document and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the Project in accordance with RFP, the information contained in the RFP document shall not be divulged to any other party. The information contained in the RFP document must be kept confidential.

LETTER OF INVITATION

To:

<Name and Address of the Purchaser of the Request for Proposal Document>

Subject: Invitation for Submission of Bid for 'Development of integrated State of Art Convention Center and Support amenities on Public Private Partnership (PPP) basis at Gorakhpur, Uttar Pradesh at Gorakhpur, Uttar Pradesh'.

Dear Madam / Sir,

We, the Gorakhpur Development Authority Limited under our core objective of providing infrastructure development in the Gorakhpur region of the state of Uttar Pradesh, envisage the need to undertake development of Gorakhpur International Convention Centre (GICC) and support amenities on approximately 24.65 acres of land located on Buddha Vihar Road, Taramandal, Gorakhpur, Uttar Pradesh, India, on PPP Mode.

The Project is envisaged to be Gorakhpur International Convention Centre (GICC), which is proposed to be developed at Buddha Vihar Road, Taramandal, Gorakhpur, Uttar Pradesh, involving private developers.

We are pleased to invite you to participate in the bidding process and partner with the Government of Uttar Pradesh in developing the proposed Gorakhpur International Convention Center (GICC) along with other mixed-use developments at Gorakhpur, Uttar Pradesh on Public Private Partnership (PPP) Mode and contribute to the growth of the State of Uttar Pradesh. This RFP document comprises of three sections:

1. Instruction to the Bidders
2. Concession Agreement and Schedules
3. Project Information Memorandum

Please feel free to contact us if you need any clarifications and/or additional information.

Yours faithfully,

for Gorakhpur Development Authority

Vice Chairman

1. INTRODUCTION

1.1 BACKGROUND

- 1.1.1. The Gorakhpur Development Authority (“Authority”) was formed by Uttar Pradesh State Government under the act of UP Urban Planning and Development Act 1973 for the Construction and Development of Infrastructure in the City. Hence, the Authority envisages the need to undertake development of Gorakhpur International Convention Centre (GICC) of World Class Standards and support amenities at Buddha Vihar Road, Taramandal, Gorakhpur, Uttar Pradesh on Public Private Partnership (PPP) mode (hereinafter referred to as the ‘Project’) on approximately 24.65 acres of land (hereinafter referred to as the ‘Project Site’). In this regard, the Authority has decided to carry out the bidding process for selection of a developer as the Bidder to whom the Project may be awarded, through a transparent bidding process.
- 1.1.2. The Authority has earmarked about 24.65 acres of land for the Project, which is envisaged to be Gorakhpur State of Art International Convention Centre (GICC) with other support amenities. This RFP document is for the Project, which is being proposed on approximately 24.65 acres land with about minimum 8,30,261 sq. ft. of built-up area and corresponding car parking units (as per the development control & regulations). The project would be developed as a world-class Convention complex and shall have the following configurations:

Mandatory Development Obligations

S. No.	Description	BUA in sq. m. (approx.)
A.	Convention Center	37,000
a)	Reconfigurable & partition-able flat floor plenary hall – Minimum capacity 5,000 pax	
b)	At least 8 meetings rooms with total cumulative capacity of 120 pax each and 04 meeting with total cumulative capacity of 100 pax each	
c)	<i>Spiritual Library of India</i>	
B.	4-star or 5-star hotel with minimum 150 keys (on the compensatory land to be transferred to the concessionaire on long term lease)	16,600
C.	Elite Club with a capacity to accommodate 600 members (combination of lifetime and annual members) along with a restaurant of 120 capacity.	2,450
D.	U.P. Cultural Haat with 40 shops	5,600

- 1.1.3. The Selected Bidder, subsequent to the award of the Project, shall enter into a Development Agreement with the Authority, to act as the Developer and undertake and implement the Project (hereinafter referred to as the ‘Developer’).

- 1.1.4. The Developer shall be responsible for Design, finance, procurement, construction, development, operation, management, maintenance, and transfer facilities as per the terms of Development Agreement for Gorakhpur State of Art International Convention Centre (GICC), on Public Private Partnership mode under Design Built Finance Operate Transfer (DBFOT) Framework.
- 1.1.5. The estimated project cost is specified in Project Information Memorandum. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.6. The Development Agreement enclosed with this document, sets forth the detailed terms and conditions for grant of the rights to the Developer, including the scope of the Developer's services and obligations (hereinafter referred to as the 'Development Rights'). Bidders are advised to peruse the detailed terms and conditions contained in the draft Development Agreement, prior to formulation and submission of their Bids.
- 1.1.7. The statements and explanations contained in this RFP document are intended to provide a better understanding to the Bidders about the subject matter of this RFP document and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Developer set forth in the Development Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Development Rights to be awarded pursuant to this RFP document or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP documents are to be noted, interpreted, and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.8. The Authority shall receive Bids pursuant to this RFP document in accordance with the terms set forth in this RFP document and other documents to be provided by the Authority pursuant to this RFP document, as modified, altered, amended and clarified from time to time by the Authority (collectively hereinafter referred to as the 'Bidding Documents'), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3.2 for submission of Bids (hereinafter referred to as the 'Bid Due Date').
- 1.1.9. The RFP document can be downloaded from the website. The Bidder shall submit along with its Bid, RFP Processing fee of 35,400/- (Rupees Thirty-Five Thousand Four Hundred Only) including GST to be paid online through <http://etender.up.nic.in> towards the cost of the RFP Processing Fee. Proposals without the RFP Processing Fee shall be liable to be rejected.

1.2 BRIEF DESCRIPTION OF THE BIDDING PROCESS

- 1.2.1. The Authority invites bidders (hereinafter referred to as the 'Bidder') to submit their Bids for the Project in accordance with the terms hereof. The Authority has adopted a single-stage three envelope bidding process (collectively referred to as the 'Bidding Process') for selection of the Bidder for award of the Project. The first envelope ('Key Submissions') shall be evaluated to ensure responsiveness of the Bids with the terms of the RFP document and second envelope ('Technical Bid') shall be evaluated to ensure qualification of the Bidders on the basis of the Technical and Financial Capacity of the Bidders. Subsequent to the evaluation of

the Key Submissions and Technical Bid, the Authority shall evaluate the Financial Bids of the Bidders who qualify in the evaluation of the Key Submissions and Technical bid.

- 1.2.2. The Bidders are requested to submit their Bids in accordance with the Bidding Documents. The Bid shall be valid for a period of not less than 180 days from the date specified in Clause 1.3.2 for submission of bids (hereinafter referred to as the 'Bid Due Date').
- 1.2.3. The Bidding Documents include the draft Development Agreement for the Project and the Project Information Memorandum (hereinafter referred to as the 'PIM'). Subject to the provisions of Clause 2.1.3, the aforesaid documents and any addenda issued subsequent to this RFP document, will be deemed to form part of the Bidding Documents.
- 1.2.4. A Bidder is required to deposit, along with its Bid, a bid security equivalent to **Rs. 3,00,00,000 /- (Indian Rupees Three Crore only)** (hereinafter referred to as the 'Bid Security'), refundable not later than 60 (sixty) calendar days from the date of Award to the selected Bidder, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Development Agreement. The Bidders will have an option to provide Bid Security in the form of a bank guarantee acceptable to the Authority, and in such event, the validity period of the bank guarantee shall not be less than 240 (two hundred and forty) calendar days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid Shall be summarily rejected if it is not accompanied by the Bid Security.

The Concessionaire shall, for the performance of its obligations hereunder during the Construction Period, provide to the Authority, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to **Rs. 15,00,00,000/- (Rupees Fifteen Crore only)** in the form set forth in Development Agreement (the "Performance Security").

- 1.2.5. Bidders would need to submit the following sets of documents (Physically as well as online on the e-tendering portal) as part of their Bid.
 - A. Envelope I - Documents mentioned in Clause 2.3.2(c) - 'Key Submissions'
 - B. Envelope II - Technical Bid along with Documents mentioned in Clause 2.3.2 (d) - 'Technical Bid'
 - C. Envelope III - Financial Offer as mentioned in Clause 2.3.2 (e) - 'Financial Bid'.
- 1.2.6. The evaluation of the Bid submissions would be carried out in the following three stages.

- A. Stage I: First stage would involve opening and evaluation of the Key Submissions and a test of responsiveness based on the provisions of Clause 3.2 of the RFP document. Those Bids found to be substantially responsive would be considered for evaluation in the second stage.
- B. Stage II: In the second stage, the evaluation of the information furnished by the Bidders relating to their eligible experience comprising Technical Capacity and Financial Capacity ('Eligibility Criteria') would be undertaken as per Clause 3.3.9 of the RFP document and assessed as per Appendix - IV of RFP document. Those Bidders scoring 70 marks and above would be Technically Qualified Bidders and shall qualify for the next stage of evaluation.
- C. Stage III: In the third stage, the Financial Proposal of the Technically Qualified Bidders will be opened for identifying the Selected Bidder.

1.2.7. Financial Proposals are invited for the Project on the basis of Upfront Development Premium offered by a Bidder over and above the minimum Upfront development premium (**reserve price**) of **Rs. 51,00,00,000/- (Indian Rupees Fifty-One Crores Only)**.

The selected bidder shall pay an Annual Concession Fee (ACF) of Rs 12,00,00,000/- (Indian Rupees Twelve Crore Only) for the first Ten years of the operation period post construction.

The upfront development premium quoted in the financial proposal shall be exclusive of GST.

1.2.8. Generally, the highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3.3.10 (C) of this RFP document, be invited to match the Bid submitted by the Highest Bidder, in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.

1.2.9. The Concessionaire shall be allocated project site comprising total land of 24.65 acres. 18.11 acres shall be allocated for the development period of 33 years for mandatory development components i.e., Convention Center, Spiritual Library, Elite Club and U.P. Haat and a compensatory land parcel of 6.54 acres on a long-term lease basis of 99 years to undertake development of other commercial developments as per the allowed land use including a mandatory development of a 5-star hotel of minimum 150 rooms, Developer may add keys based on viability.

1.2.10. Bidders are advised to examine the Project in great detail, and to carry out, at their cost, such studies and to do such due diligence, as may be required for submitting their respective Bids for award of the Development Rights including implementation of the Project.

- 1.2.11. The total term of the development period is 33 years; on termination of the agreement, the Developer shall have the first right of refusal for a period of another 33 years, subject to the Developer matching the highest payables offered by the bidder during the bidding process conducted after the expiry of the initial term of 33 years.
- 1.2.12. Further other details of the process to be followed and the terms thereof are spelt out in this RFP document. Any queries or request for additional information concerning this RFP document shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.3.7. The envelopes/ communication shall clearly bear the following identification/ title:

'Queries/Request for Additional Information: RFP Document for Development of integrated State of Art Convention Center and Support amenities on Public Private Partnership (PPP) basis at Gorakhpur, Uttar Pradesh @ Buddha Vihaar road, Taramandal, Gorakhpur, Uttar Pradesh, India'.

1.3 SCHEDULE OF BIDDING PROCESS

- 1.3.1. The Authority invites bidders (hereinafter referred to as the 'Bidder') to submit their Bids for the Project in accordance with the terms hereof. The Authority has adopted a single-stage three envelope bidding process (collectively referred to as the 'Bidding Process') for selection of the Bidder for award of the Project. The first envelope ('Key Submissions') shall be evaluated to ensure responsiveness of the Bids with the terms of the RFP document and second envelope ('Technical Bid') shall be evaluated to ensure qualification of the Bidders on the basis of the Technical and Financial Capacity of the Bidders. Subsequent to the evaluation of the Key Submissions and Technical Bid, the Authority shall evaluate the Financial Bids of the Bidders who qualify in the evaluation of the Key Submissions and Technical Bid.
- 1.3.2. The Authority shall endeavor to adhere to the following schedule:

Sl.	Event Description	Date / Timeframe
1.	Notice Inviting Tender	02/12/ 2023
2.	First Pre-Bid Meeting	12/12/ 2023
3.	Last date of receiving queries	15/12/ 2023, 10:30 am
4.	Authority's Responses to the Queries	18/12/ 2023
5.	Bid Due Date	26/12/ 2023 up to 1400 Hours
6.	Bid Opening Date	26/12/ 2023 1630 Hours
7.	Financial Bid Opening	Will be intimated indue course

Development of State of Art Convention center and Support amenities on PPP basis at Gorakhpur, Uttar Pradesh

1.3.3. All queries on the RFP document shall be addressed to

The Vice Chairman,
Gorakhpur Development Authority (GDA)
Gorakhpur, Uttar Pradesh State
Contact- 0551-2230127, 2230128, 2230129, 2230130
Fax- 0551-2230127
E- mail - gda_gorakhpur@rediffmail.com

1.3.4. Pre-Bid Conference will be held on date mentioned in Clause 1.3.2. above.
Venue of the Pre-Bid Conference is given below:

Gorakhpur Development Authority
Deoria Bypass Road, Gorakhpur
Contact- 0551-2230127, 2230128, 2230129, 2230130
Fax- 0551-2230127
E- mail - gda_gorakhpur@rediffmail.com

2. INSTRUCTIONS TO THE BIDDERS

2.1 GENERAL TERMS OF BIDDING

- 2.1.1. A Bidder is eligible to submit only one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
- 2.1.2. a) The Bidder may be a single entity or a group of entities (the "Consortium"), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium; and b) A single entity Bidder shall either be a company incorporated under the Companies Act, 1956/2013 or a body corporate incorporated under the applicable laws of its origin. Further, in case of a Consortium, each of the entities forming the Consortium (the "Member(s)") shall either be a company registered under the Companies Act, 1956/2013 or a body corporate incorporated under the applicable laws of its origin. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.21 below.
- 2.1.3. The PIM of the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the PIM shall be binding on the Authority and / or its consultants/ advisors, nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the PIM.
- 2.1.4. Notwithstanding anything to the contrary contained in this RFP document, the detailed terms specified in the draft Development Agreement 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 Development Agreement.
- 2.1.5. The Financial Bid should be furnished in the format at Appendix - V, clearly indicating the absolute upfront development premium offered by the bidder over and above the minimum upfront development premium (reserve price) as prescribed in Clause 1.2.7 of the RfP document and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be considered.
- 2.1.6. The Financial Bid shall consist of an absolute upfront development premium (**'Upfront Development Premium'**), to be quoted by the Bidder over and above the minimum upfront development premium (reserve price) as prescribed

in the RfP document. The upfront development premium shall be paid by the developer to the Authority, as per the terms and conditions of this RFP document and the provisions of the Development Agreement.

- 2.1.7. The Bidder shall deposit a Bid Security of **Rs. 3,00,00,000 /- (Indian Rupees Three Crore only)** in accordance with the provisions of this RFP document. The Bidder has the option to provide the Bid Security in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix - VII or in the form of Demand Draft in favor of "Gorakhpur Development Authority Limited", issued by a Nationalized Bank in India and payable at Gorakhpur.
- 2.1.8. The validity period of the Bank Guarantee, as the case may be, shall not be less than 240 (two hundred and forty) calendar days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 60 (sixty) days from the Bid Due Date except in the case of the Selected Bidder (H1) and Second Selected Bidder (H2) whose Bid Security shall be retained till the Selected Bidder (H1) has provided a Performance Security under the Development Agreement.
- 2.1.9. The Bidder should submit a Power of Attorney as per the format at Appendix-II, authorizing the signatory of the Bid to commit the Bidder.
- 2.1.10. 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 - III.
- 2.1.11. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.12. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.13. The Bidding Documents including this RFP document and all attached documents, provided by the Authority are and shall remain or becomes 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 provisions of this Clause 2.1.13 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.14. Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as

the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Development Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (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 of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.1.14, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- b) a constituent of such Bidder is also a constituent of another Bidder; or
- c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member, or any Associate thereof; or
- d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

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

Explanation: In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.14, shall include each Member of such Consortium.

2.1.15. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial, or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the Letter of Award (the "LOA") or (ii) execution of the Development Agreement. In the event any such adviser is engaged by the Selected Bidder or Developer, as the case may be, after issue of the LOA or execution of the Development Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Development Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Development Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Developer for the same.

2.1.16. This RFP document is not transferable.

2.1.17. Any award of Development rights pursuant to this RFP document shall be subject to the terms of Bidding Documents.

2.1.18. To be eligible, a Bidder shall fulfil the following conditions of eligibility:

A. Technical Capacity: For demonstrating technical capacity and experience (**the "Technical Capacity"**), the Bidder shall meet the requirements set out below (**the "Threshold Technical Capacity"**).

- **Category I** – In last 10 years Bidder should have undertaken Development or Construction of a **single Eligible Project of size of at least 4,50,000 sq. ft. of leasable area** specified in Clause 3.3.3; or
- **Category II** – In last 10 years Bidder should have **undertaken Development or Construction of maximum 5 (five) Eligibility Projects totaling to at least 4,50,000 sq. ft. of leasable area with the minimum**

project size being at least 1,00,000 sq. ft. of each project, specified in Clause 3.3.3.

For the purpose of this RFP document, Eligible Project here means Hotel (Not less than 4 or 5 - Star Category as accredited by the Ministry of Tourism Govt. of India or equivalent accrediting agency, documentary evidence to be enclosed along with bid), Convention Centre, Exhibition Centre, Retail Shopping Mall, BusinessCenters, Club House, Commercial Office space.

The Bidder shall have completed Eligible Project, as Defined in Clause no 2.1.18, 3.3.3 & 3.3.4 and the same shall be evaluated as per the Clause No.3.3.9

B. For demonstrating financial capacity in terms of turnover and Net Worth (**the "Financial Capacity"**), the Bidder shall meet the requirements set out below (**the "Threshold Financial Capacity"**)

- The Bidder shall have a minimum **average annual financial turnover of Rs. 150.00 Crore (Rupees One Hundred and Fifty Crore Only)** (including subsidiary companies/ SPVs) over last 5 years, for which audited financial statements are available.
- In case of Consortium, the aggregate financial turnover of the consortium members (maximum 3 members) should satisfy the above criteria.
- The Bidder shall have a **minimum Net Worth (the "Financial Capacity") of Rs. 75.00 Crore (Rupees Seventy-Five Crore Only)** as at the close of the preceding financial year, for which audited financial statements are available i.e., 31 March 2023.
- In case of Consortium, the aggregate Net Worth of the consortium members (maximum 3 members) should add up to Rs. 75.00 Crore (Rupees Seventy-Five Crore Only) as at the close of the preceding financial year, for which audited financial statements are available i.e., 31 March 2023.

2.1.19. The Bidder shall enclose with its Bid, to be submitted as per the format at Appendix - I, complete with its Annexures, the following:

- (a) Certificate(s) from its statutory auditors or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 5 years in respect of the projects specified in paragraph 2.1.18.(A) above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), he should further support his claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and
- (b) Certificate(s) from its statutory auditors specifying the Net Worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause 2.1.19.(b). For the purposes of this RFP document,

Net Worth (the "Net Worth") shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and accrued liabilities.

In case of a Consortium, the combined Technical Capacity and Financial Capacity of those Members, who have and shall continue to have an equity share of at least 26% each in the SPV, should satisfy the above conditions of eligibility; provided that each such Member shall, commencing from Agreement Date and up till 3 (three) calendar years from the date of signing of the Development Agreement or project completion date, whichever is later, hold equity share capital not less than: (i) 26% (twenty six percent) of the subscribed and paid up equity of the SPV; and (ii) 5% (five percent) of the Total Project Cost specified in the Development Agreement.

2.1.20. The Bidder should submit a Power of Attorney as per the format at Appendix - II, authorizing the signatory of the Bid to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix - III.

2.1.21. Bidder shall form an appropriate Special Purpose Company, incorporated under the Indian Companies Act 1956 / 2013 (the "SPV") to act as the Developer, execute the Development Agreement and implement the Project. In case of a consortium, It shall in addition to forming an SPV, comply with the following additional requirements:

- a) Number of members in a consortium should be limited to 3 (three):
- b) subject to the provisions of clause (a) above, the Bid should contain the information required for each Member of the Consortium;
- c) Members of the Consortium shall nominate one member as the lead member (the "Lead Member"), who shall have an equity share of at least 26% paid up and subscribed equity of the SPV. The nomination shall be supported by a Power of Attorney, as per the format at Appendix - III, signed by all the other members of the Consortium;
- d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical and obligations;
- e) An individual Bidder cannot at the same time be member of a Consortium, bidding for the Project. Further, a member of a particular Bidder Consortium cannot be a member of any other Bidder Consortium bidding for the Project;
- f) The Members of a Consortium shall form an appropriate SPV to execute the Project if awarded to the Consortium.

- g) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix - VI (the "Joint Bidding Agreement") for the purpose of submitting the Bid. The Joint Bidding Agreement shall, inter alia:
- i. convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP document, which would enter into the Development Agreement and subsequently carry out all the responsibilities as Developer in terms of the Development Agreement, in case the developer rights to undertake the Project is awarded to the Consortium;
 - ii. clearly outline the proposed roles and responsibilities of each member at each stage;
 - iii. commit the minimum equity stake to be held by each member;
 - iv. commit that each of the members, whose experience will be evaluated for the purposes of this RFP document, shall subscribe to 26% (twenty six percent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, commencing from the Agreement Date and up till 3 (Three) years from the date of signing of the Development Agreement or Project completion date, whichever is later, hold equity share capital of not less than: (i) 26% (twenty six percent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five percent) of the Total Project Cost specified in the Development Agreement;
 - v. members of the Consortium undertake that they shall collectively hold at least 51% (fifty one percent) of the subscribed and paid-up equity of the SPV at all times until the Project completion date; and
 - vi. include a statement to the effect that all members of the Consortium shall, be liable jointly and severally for all obligations of the Developer in relation to the Project until the Project completion date is achieved in accordance with the Development Agreement;

except as provided under this RFP document and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

(Note: A copy of the Jt. Bidding Agreement should be submitted along with the Bid. The Joint Bidding Agreement entered into between the members of the Consortium should be specific to the Project and should fulfil the above requirements, failing which the Bid shall be considered non-responsive)

- 2.1.22. Any entity which has been barred by the Central/ State Government, or any entity controlled by them, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.
- 2.1.23. A Bidder/ Consortium Member should, in the last three years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract nor have had any contract terminated for breach by such Bidder/ Consortium Member.
- 2.1.24. In computing the Technical Capacity and Net Worth of the Bidder/ Consortium Members under Clauses 2.1.18, 2.1.19 and 3.3.3, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.

For purposes of this RFP document, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise.

- 2.1.25. The following conditions shall be adhered to while submitting a Bid:
- a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making do provision for incorporation of the requested information;
 - b) information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;
 - c) Bidders should demonstrate their capacity in accordance with Clauses 2.1.18, 2.1.19 and 3.3.3; and
 - d) In case the Bidder is a Consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein.
- 2.1.26. While Qualification is open to persons from any country, the following provisions shall be applicable:

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

then the qualification of such Bidder or in the event described in sub clause (b) above, the continued qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

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

2.1.27. Change in Composition of the Consortium: No change in the composition of the Consortium shall be permitted after the Bid Due Date

2.1.28. Change in Ownership

- a) The aggregate equity shareholding of the Selected Bidder (whether a single entity or a Consortium) in the issued and paid-up equity capital of the Developer, shall not be less than 51% (fifty one percent), at all times commencing from the date of execution of the Development Agreement and up till 3 (three) calendar years from the date of signing of the Development Agreement or Project completion date, whichever is later (the "Lock-in Period").
- b) Further, in case the Selected Bidder is a Consortium, those of its Consortium Members, whose Technical and Financial Capacity shall be taken into consideration for the purposes of evaluation and qualification hereunder, shall at all times during the Lock-in Period, hold equity share capital

representing not less than: (i) 26% (twenty-six per cent) of the subscribed and paid-up equity of the Developer; and (ii) 5% (five per cent) of the Total Project Cost specified in the Development Agreement.

- c) 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 Development Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Development Agreement, be deemed to be a breach of the Development Agreement and dealt with as such thereunder.
- d) 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 qualification under and in accordance with the RFP document, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Development Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Development Agreement, be deemed to be a breach of the Development Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Developer. In such an event, notwithstanding anything to the contrary contained in the Development Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Development Agreement or otherwise.

2.1.29. 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.

2.1.30. Site Visit and Verification of Information

- a) Bidders are encouraged to submit their respective Bids after visiting the Project Site and ascertaining for themselves the site conditions, traffic volumes, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.
- b) It shall be deemed that by submitting a Bid, the Bidder has:

- i. made a complete and careful examination of the Bidding Documents;
 - ii. received all relevant information requested from the Authority;
 - iii. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.1.30 (a) above;
 - iv. satisfied itself about all matters, things and information including matters referred to in this Clause 2.1.30 herein 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;
 - v. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.1.30 (a) 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 Authority, or a ground for termination of the Development Agreement
 - vi. acknowledged that it does not have a Conflict of Interest; and
 - vii. agreed to be bound by the undertakings provided by it under and in terms hereof.
- c) The Authority shall not be liable for any omission, mistake, or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP document, the Bidding Documents, or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.1.31. Right to Accept and to Reject any or all Bids

- a) Notwithstanding anything contained in this RFP document, the Authority 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.
- b) The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
 - i. at any time, a material misrepresentation is made or uncovered, or
 - ii. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

- c) Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified/ rejected. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:
 - i. invite the remaining Bidders to submit their Bids in accordance with this RFP document; or
 - ii. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.1.32. In case it is found during the evaluation or at any time before signing of the Development Agreement or after its execution and during the period of subsistence thereof, including the Development Rights thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Developer either by issue of the LOA or entering into of the Development Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Development Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP document, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Developer, as the case may be, without the Authority being liable in any manner whatsoever to the Bidder or Developer, as the case may be. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Development Agreement, or otherwise.

2.1.33. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP document or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.2 DOCUMENTS

2.2.1. Contents of the RFP Document: This RFP document, titled as 'Instructions to Bidders', comprises the Letter of Invitation, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.2.4.

Section 1	Introduction
Section 2	Instructions to Bidders

Section 3	Evaluation of Bids
Section 4	Miscellaneous
Section 5	Appendices and Annexures
Appendix I:	Letter Comprising the Bid
Appendix - II:	Power of Attorney for signing of Bid
Appendix - III:	Power of Attorney for Lead Member of Consortium
Appendix - IV:	Format of Technical Proposal Evaluation
Appendix - V:	Format of Financial Proposal
Appendix - VI:	Joint Bidding Agreement for Consortium
Appendix - VII:	Bank Guarantee for Bid Security
Annexure - I:	Details of Bidder
Annexure - II:	Technical Capacity of the Bidder
Annexure - III:	Financial Capacity of the Bidder
Annexure - IV:	Details of Eligible Projects

2.2.2. The Draft Development Agreement and the Project Information Memorandum provided by the Authority as part of the Bid Documents shall be deemed to be part of this RFP document.

2.2.3. Clarifications

- a) Bidders requiring any clarification on the RFP document may notify the Authority in writing or by fax and e-mail to the address provided in Clause 1.3.3. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3.2. The Authority 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 Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- b) The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- c) The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority, or its employees or

representatives shall not in any way or manner be binding on the Authority. The Authority will also upload such clarifications in its website (<https://gdagkp.in>) and will not be responsible for any bidder not receiving any project related clarification from the Authority.

2.2.4. Amendment of RFP document

- a) At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of Addenda.
- b) Any Addendum issued hereunder will be in writing and shall be uploaded on the website.
- c) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

2.3 PREPARATION AND SUBMISSION OF BIDS

2.3.1. Format and Signing of Bid

- a) The Bidder shall provide all the information sought under this RFP document. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and/or conditional Bids shall be liable to rejection.
- b) The Bid and its copies shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bid shall contain page numbers and shall be bound together.
- c) The Bidder shall submit one original and one copy of the entire Bid. In the event of any discrepancy between the original and the copies, the original shall prevail.

2.3.2. Sealing and Marking of Bids

- a) The Bidder shall submit the Bids in the manner specified in this Clause 2.3.2.
- b) The Bidder shall submit the Bids in three separate covers comprising the following documents and marked as "Key Submissions", "Technical Proposal" and "Financial Proposal".

c) Envelope I: "Key Submission":

- i. Receipt/ documentary evidence of Non-refundable Fee of Rs. 35,400/- (Rupees Thirty-Five Thousand Four Hundred Only) including GST to be paid online through [http:// etender.up.nic.in](http://etender.up.nic.in) towards the cost of the RFP Processing Fee.
- ii. Letter accompanying the Bid in the prescribed format at Appendix – I along with all Annexures and supporting documents (substantiating Technical and Financial Capacity);
- iii. Bid Security as RTGS/NEFT/Other Electronic transaction, Insurance Surety Bond or DD/ Bank Guarantee in the format at Appendix - VII;
- iv. Technical Capacity of Bidder in the format at Annexure - II
- v. Financial Capacity of the Bidder in the format at Annexure - III
- vi. Self-Declaration that all the forms and formats has been provided in the Technical Bid (Envelop II)

d) Envelope II: "Technical Proposal":

- i. Power of Attorney for signing of Bid in the prescribed format (Appendix - II);
- ii. If applicable, the Power of Attorney for Lead Member of Consortium in the prescribed format (Appendix - III);
- iii. Copy of Memorandum and Articles of Association, of the Bidder/ Consortium Member is a body corporate, and in case of the Partnership firm the partnership firm should furnish partnership deed;
- iv. Copies of supporting Documents for Evaluation of Technical Capacity;
- v. Copies of Bidder's or each Consortium Member's duly audited balance sheet, annual reports and profit and loss account for the preceding 5 (five) years for which audited financial statements are available;
- vi. Copy of the Joint Bidding Agreement, in case of a Consortium, substantially in the format at Appendix - VI;
- vii. A copy of the Development Agreement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in sub-clause (b) hereinabove.

The Envelope marked Key Submissions and Technical Bid shall not contain any financial condition/ reservation or any such information which may have a bearing on the Financial Bid. Key Submissions and Technical Bid containing financial proposals and or financial information/ conditions (unless specifically sought) shall be liable to rejection (and forfeiture of Bid Security).

- e) Envelope III: "Financial Proposal", consisting absolute payables offered by the bidder over and above the minimum payables (reserve price) prescribed by the Authority in the RFP shall be submitted as per the format provided at Append-x - V of this document.

2.3.3. The Bidder shall submit the "Key Submissions", "Technical Proposal" and "Financial Proposal" online through e-procurement portal of Government of Uttar Pradesh <http://etenders.up.nic.in> and submit only "Key Submissions" and "Technical Proposal" physically in separate covers and mark them as "Key Submissions" and "Technical Proposal". The two sealed covers shall then be placed in a single outer cover, clearly making each of the envelopes as "Original". "Financial Proposal" should only be submitted online through e-procurement portal of Government of Uttar Pradesh <http://etenders.up.nic.in>.

2.3.4. Similarly, the copies of two parts of the Bids i.e., "Key Submissions" and "Technical Proposal" shall be sealed in separate envelopes and placed in a single larger cover, clearly marking each of the envelopes as "COPY".

2.3.5. Both the original and the copy of the Bid shall be placed in an outer envelope and sealed.

2.3.6. Each of the envelopes (outer and inner) shall clearly bear the following identification and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of each of the envelopes

"Bid for Development of Gorakhpur State of Art Convention Centre (GSACC) and support amenities cum exhibition centre @ [Name of Location], Gorakhpur, Uttar Pradesh on Public Private Partnership (PPP) Mode under GDA Gorakhpur.

2.3.7. Each of the envelopes shall be addressed to:

The Vice Chairman

Gorakhpur Development Authority

Deoria Bypass Road, Gorakhpur

Contact- 0551-2230127, 2230128, 2230129, 2230130

Fax- 0551-2230127

E- mail -gda_gorakhpur@rediffmail.com

2.3.8. If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the

contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

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

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

2.3.11. Bid Due Date: Bids should be submitted online before 1600 Hours IST on the Bid Due Date and physically at the address provided in Clause 2.3.7 in the manner and form as detailed in this RFP document. A receipt thereof should be obtained from the person specified at Clause 2.3.7. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.2.4 uniformly for all Bidders.

2.3.12. Late Bids: Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.3.13. Financial Proposal: The Financial Proposal (to be submitted through e -tendering portal only) shall consist absolute Upfront Development Premium offered by the bidder (as per Appendix-V). The bidder shall specify absolute payables offered by the bidder over and above the minimum payables (reserve price) as prescribed by the Authority in Clause 1.2.7 to undertake the Project in accordance with this RfP document and the provisions of the Development Agreement.

2.3.14. The Project will be awarded to the Bidder quoting the highest payables in accordance with procedure described in the Clause 3.3.10

2.3.15. The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP document.

2.3.16. The proposed Development Agreement shall be deemed to be part of the Bid.

2.3.17. Modifications/ Substitution/ Withdrawal of Bids

- a) 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 Authority prior to the Bid Due Date. No Bid shall be modified, substituted, or withdrawn by the Bidder on or after the Bid Due Date.

- b) The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.3.2, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- c) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.3.18. Rejection of Bids: Notwithstanding anything contained in this RFP document, the Authority reserves the right to 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 therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder. The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.3.19. Validity of Bids: The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

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

2.3.21. Correspondence with the Bidder: Save and except as provided in this RFP document, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

2.4 BID SECURITY

2.4.1. The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.7 and 2.1.8 hereinabove in the form of RTGS/NEFT/Other Electronic transaction, Insurance Surety Bond or bank guarantee issued by a nationalized bank, in India, in favour of the Authority in the format at Appendix-VII (the "Bank Guarantee") and having a validity period of not less than 240 (two hundred forty) days from the Bid Due Date, inclusive of a claim period of 60

(sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required.

- 2.4.2. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.4.3. Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.4.4. Save and except as provided in Clauses 1.2.4 above, the Bid Security of unsuccessful Bidders (excluding Second Selected Bidder) will be returned by the Authority, without any interest, within 7 days of issue of LOA to the Preferred Bidder.
- 2.4.5. The Bid Security of Selected Bidder and Second Selected Bidder will be returned, without any interest, upon the Selected Bidder signing the Development Agreement and furnishing the Performance Security in accordance with the provisions thereof.
- 2.4.6. The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.4.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP document, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP document. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.4.7. The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Development Agreement, or otherwise, under the following conditions:
- a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice as specified in Section 4 of this RFP document;
 - b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP document and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - c) In the case of Selected Bidder, if it fails within the specified time limit
 - a. to sign and return the duplicate copy of LOA;
 - b. to sign the Development Agreement; or
 - c. to furnish the Performance Security within the period prescribed therefor in the Agreement; or

- d) In case the Selected Bidder, having signed the Development Agreement, commits any breach thereof prior to furnishing the Performance Security.

3. EVALUATION OF BIDS

3.1 OPENING AND EVALUATION OF BIDS

3.1.1. The Authority shall open the Bids at 1630 hours on the Bid Opening Date (as prescribed in section 1.3.2) Bid Due Date, at the place specified below and in the presence of the Bidders who choose to attend.

Gorakhpur Development Authority
Deoria Bypass Road, Gorakhpur
Contact- 0551-2230127, 2230128, 2230129, 2230130
Fax- 0551-2230127
E- mail - gda_gorakhpur@rediffmail.com

3.1.2. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this section.

3.1.3. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

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

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

3.1.6. To assist in the examination, evaluation and comparison of Bids, the Authority may utilize the services of its consultant(s) or advisor(s).

3.2 TESTS OF RESPONSIVENESS

3.2.1. Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP document. A Bid shall be considered responsive only if:

- (a) it is accompanied by the Bid Security as specified in Clause 2.1.7;
- (b) it is accompanied by the receipt (evidence) of RFP Processing fee
- (c) it adheres to all the formats at Appendix-I to VII and it's all Annexures;
- (d) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.3.11;

(e) Duly Filled up Annexure - I to Annexure - V of Appendix 1

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

3.3 EVALUATION PARAMETERS

3.3.1. Only those Bidders whose Bids are adjudged to be responsive shall qualify for evaluation under this Section.

3.3.2. The Bidder's competence and capacity is proposed to be established by the parameters as detailed in Clause 2.1.18 of this RFP document for a) Technical Capacity; and b) Financial Capacity. Further, all the supporting documents shall be evaluated with respect to submission of the Bids.

3.3.3. Technical Capacity for Purposes of Evaluation: For the purposes of this RFP document, more particularly for the purposes of Clause 2.1.18, the following categories of experience would qualify as Technical Capacity and eligible experience (the "Eligible Experience") in relation to eligible projects as stipulated in Clauses 3.3.4 (the "Eligible Projects"):

For the purpose of this RFP document: Here, Eligible Project means Hotel (Not less than 4 or 5 - Star Category as accredited by the Ministry of Tourism Govt. of India or equivalent accrediting agency), Convention Centre, Exhibition Centre, Retail Shopping Mall, Business Centers, Club House, Commercial Office space.

3.3.4. Eligible Experience shall be measured only for Eligible Projects. For a project to qualify as an Eligible Project:

- a) It should have been undertaken for a public sector entity or private or self-development for providing non-discriminatory access to users in pursuance of its charter, joint development or concession or contract, as the case may be;
- b) the entity claiming experience should have held, in the company owing the Eligible Project, a minimum of 26% equity during the period for which Eligible Experience is being claimed; and
- c) the entity claiming experience shall, during the past 5 (five) financial years preceding the Bid Due Date, have (i) paid for development of the project (excluding the cost of land), and/ or (ii) collected and appropriated the revenues from users availing of non-discriminatory access to or use of fixed project assets, such as revenues from collection of users charges from the users, but

shall not include revenues from sale or provision of goods or services such as electricity, gas, telecommunications or fare/freight revenues and other incomes of the company owning the Project.

3.3.5. The Bidder shall quote experience in respect of a particular Eligible Project, even though the Bidder (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form. Further, the Project should have been executed by the entity, majority stake of which is held by the Bidder considered for evaluation.

3.3.6. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

3.3.7. Details of Experience

- a) The Bidders must provide the necessary information relating to Technical Capacity set out in Clause 2.1.18 (A) as per format at Annexure - II of Appendix - I and shall furnish the required project-specific information and evidence in support thereof as per the format provided in Annexure - IV of Appendix - I.
- b) The Bidder should furnish the details of Eligible Experience as set out in Clause 2.1.18 (A) for the past 10 (ten) years preceding the Bid Due date.

3.3.8. Financial information for Purposes of Evaluation

- a) The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for last 5 (five) financial years from the Bid Due Date for which audited financial statements are available.
- b) The Bidder must qualify under Turnover evaluation criteria and establish a minimum Net Worth as specified in Clause 2.1.18(B), and provide details as per format at Annexure -III of Appendix - I.

3.3.9. Evaluation of Technical Proposal

- a) The Technical Proposal of all the Bidders whose Bids are adjudged as responsive in terms of Clause 3.2.1 and who meet the Eligibility Criteria as per the terms of Clause 2.1.18 will be evaluated.
- b) Subsequently, the Technical Proposals would be evaluated on the various aspects set out in Appendix - IV.

- c) Bidders who achieve a minimum score of 70 marks out of a total of 100 (the "Technically Qualified Bidders") would be considered for further evaluation.

3.3.10. Selection of Bidder

- a) The Financial Proposal of only Technically Qualified Bidders shall be opened and the Bidder offering the highest Payables as per Clause 2.3.13 to the Authority shall be declared as the selected Bidder (the "Selected Bidder"). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- b) In the event that two or more Bidders quote the same Payables (the "Tie Bidders"), the Authority shall identify the Selected Bidder who has scored highest Technical Score among the Tie Bidders.
- c) In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the "First Round of Bidding"), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the "Second Round of Bidding"). If in the Second Round of Bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the Second Round of Bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the First Round of Bidding offer to match the said Highest Bidder in the Second Round of Bidding, the said third highest Bidder shall be the Selected Bidder.
- d) In the event that no Bidder offers to match the Highest Bidder in the Second Round of Bidding as specified in Clause (c), the Authority may, in its discretion, invite fresh Bids (the "Third Round of Bidding") from all Bidders except the Highest Bidder of the First Round of Bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the Third Round of Bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the First Round of Bidding.
- e) After selection, a LOA shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 15 (fifteen) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof along with the upfront development premium and Performance Security. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date and/ or non-payment of upfront development premium and Performance Security, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

- f) After acknowledgement of the LOA and payment of upfront development premium and Performance Security as aforesaid by the Selected Bidder, it shall cause the Developer to execute the Development Agreement within the period prescribed. The Selected Bidder/ Developer shall not be entitled to seek any deviation, modification, or amendment in the Development Agreement.

3.3.11. Contacts during Bid Evaluation: Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

4. MISCELLANEOUS

4.1 FRAUD AND CORRUPT PRACTICES

4.1.1. The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Development Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Development Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Development Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Developer, as the case may be, if it determines that the Bidder or Developer, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Development Agreement, or otherwise.

4.1.2. Without prejudice to the rights of the Authority under Clause 4.1.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Development Agreement, or otherwise if a Bidder or Developer, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Development Agreement, such Bidder or Developer shall not be eligible to participate in any tender or RFP document issued by the Authority during a period of 2 (two) years from the date such Bidder or Developer, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.1.3. For the purposes of this Clause 4.1, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any

manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Development Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.1.15 of this RFP document, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Development Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Development Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- (b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

4.2 PRE-BID CONFERENCE

- 4.2.1. Pre-Bid conferences of the Bidders shall be convened at the designated date, time, and place. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 4.2.2. During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

4.3 OTHERS

- 4.3.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Gorakhpur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 4.3.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 4.3.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

5. Appendices and Annexures

Appendix – I

Letter Accompanying the Bid

(Refer Clauses 2.3.2(C))

Dated:

To,

**The Vice Chairman,
Gorakhpur Development Authority
Deoria Bypass Road, Gorakhpur
Contact- 0551-2230127, 2230128, 2230129, 2230130
Fax- 0551-2230127
E- mail gda_gorakhpur@rediffmail.com**

Dear Sir,

Subject: Invitation for Submission of Bid for 'Development of Gorakhpur State of Art Convention Centre (GSACC) and support amenities at [Name of the Location], Gorakhpur, Uttar Pradesh on Public Private Partnership (PPP) Mode Under GDA, Gorakhpur'.

With reference to your RFP document dated ***** I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified:

- 1) I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Developer for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
- 2) This statement is made for the express purpose of our selection as Developer for the design, build, finance, operate and transfer of the aforesaid Project.
- 3) I/ We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Bid.
- 4) I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

- 5) I/ We certify that in the last five years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- 6) I/ We declare that:
- a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - b) I/ We do not have any conflict of interest in accordance with Clauses 2.1.14 and 2.1.15 of the RFP document; and
 - 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 4.1.3 of the RFP document, in respect of any tender or RFP document 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 Section 4 of the RFP document, 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; and
 - e) the undertakings given by us along with the Bid in response to this RFP document for the Project are true and correct as on the Bid Due Date and I/we shall continue to abide by them.
- 7) 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 2.3.18 of the RFP document.
- 8) I/ We believe that we/ our Consortium satisfy(s) the Financial Turnover and Net Worth and meet(s) the requirements as specified in the RFP document and are/ is qualified to submit a Bid in accordance with the RFP document.

- 9) I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of any other Consortium submitting a Bid for the Project.
- 10) I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 11) I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge- sheeted by any agency of the Government or convicted by a Court of Law.
- 12) I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
- 13) 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 Authority of the same immediately.
- 14) I/ We acknowledge and undertake that in case selected for the Project, we (single entity/ Consortium members collectively) shall hold at least 51% (fifty one percent) of the subscribed and paid-up equity of the SPV for the Lock-In Period for this Project.
- 15) I/We further undertake and acknowledge that each of the Consortium Members whose Technical Capacity and Financial Capacity will be considered for the purposes of evaluation and short listing hereunder shall, up for the Lock-in Period of the Project, hold equity share capital not less than: (i) 26% (twenty-six per cent) of the subscribed and paid-up equity of the Developer; and (ii) 5% (five per cent) of the Total Project Cost specified in the RfP.

We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Development Agreement in respect of Change in Ownership.

- 16) I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity is being relied upon and will be taken into consideration for the purposes of short-listing under and in accordance with the RFP document, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority 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 change in control occurs after signing of the Development 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 Development Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
- 17) I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
- 18) In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Development Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 19) I/ We have studied all the Bidding Documents carefully and also surveyed the Project Site. We understand that except to the extent as expressly set forth in the Development Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Development Rights.
- 20) I/ We offer a Bid Security of Rs. 3,00,00,000 /- (Indian Rupees Three Crore only) to the Authority in accordance with the RFP document. The Bid Security in the form of RTGS/NEFT/Other Electronic transaction, Insurance Surety Bond or Demand Draft/ Bank Guarantee is attached.

- 21) 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 is not awarded to me/us or our Bid is not opened or rejected.
- 22) The Financial Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP document, draft Development Agreement, our own estimates of costs and demand and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
- 23) I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
- 24) {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Developer/ SPV under the Development Agreement in accordance with the Development Agreement.}
- 25) I/ We shall keep this offer valid for 180 (one hundred and eighty) calendar days from the Bid Due Date specified in 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 and Place:

(Signature, name, and designation of the Authorized signatory)

Name and seal of Bidder/Lead Member

Appendix IA

Annex-I

Details of Bidder

1.

- (a) Name:
- (b) Country of incorporation:
- (c) Address of the corporate headquarters and its branch office(s), if any, in India:
- (d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:

- (a) Name:
- (b) Designation:
- (c) Company:
- (d) Address:
- (e) Telephone Number:
- (f) E-Mail Address:
- (g) Fax Number:

4. Particulars of the Authorised Signatory of the Bidder:

- (a) Name:
- (b) Designation:
- (c) Address:
- (d) Phone Number:
- (e) Fax Number:

5. In case of a Consortium:

- (a) The information above (1-4) should be provided for all the Members of the Consortium.
- (b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.1.21 (g) should be attached to the Application.
- (c) Information regarding the role of each Member should be provided as per table below:

Development of State of Art Convention center and Support amenities on PPP basis at Gorakhpur, Uttar Pradesh

Sl. No.	Name of Member	Role* {Refer Clause 2.1.21(d)} [§]	Percentage of equity in the Consortium {Refer Clauses 2.1.21(a), (c) & (g)}
1.			
2.			
3.			
4.			

* The role of each Member, as may be determined by the Bidder, should be indicated in accordance with instruction 4 at Annex-IV.

6. The following information shall also be provided for each Member of the Consortium:

Name of Bidder/ member of Consortium:

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

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

[§] All provisions contained in curly parenthesis shall be suitably modified by the Bidder to reflect the particulars relating to such Bidder.

[£]or has been declared by the Authority as non performer/blacklisted.

Annexure – II

Technical Capacity of the Bidder

(Refer to Clauses 2.1.18 (A), 3.3.3 and 3.3.4 of the RFP document)

Bidder Type ^{1/} (1)	Member Code ^{2/} (2)	Project Code ^{3/} (3)	Category^{4/} (4)	Experience^{5/} (5)
Single entity Bidder / Lead Member		A B C		
Consortium Member 2		2A 2B 2C		
Consortium Member 3		3A 3B 3C		

Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 2.1.24 and/ or by a project company eligible under Clause 3.3.4 (b). In case the Bid Due Date falls within three months of the close of the latest financial year, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years preceding its latest financial year.

^{1/} A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, in terms of Clause 2.1.24, shall be provided.

^{2/} Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, O&M means Operation & Maintenance Member, OM means Other Member.

^{3/} Refer Annexure – IV of this Appendix – I. Add more rows if necessary.

^{4/} Refer Clause 3.3.3.

^{5/} Refer Clauses 2.1.18 (A).

The Bidder shall provide information on experience and technical capability as per the formats given. The Authority reserves the right to verify the successful operation and performance of the qualifying project/s mentioned in the formats and the Bidder shall arrange permissions for visiting these installations, if such a request is made by Authority at his cost.

Annexure – III

Financial Capacity of the Bidder

(Refer to Clauses 2.1.18 (B), 2.1.19 (b) and 3.3.8 of the RFP document)

Bidder Type ^{1/}	Member Code ^{2/}	Average Annual Turnover (Rs. Crores) in Last 5 Years	Net Worth (Rs. Crores)
(1)	(2)	(3)	(4)
Single entity Bidder / Lead Member			
Consortium Member 2			
Consortium Member 3			
TOTAL			

^{1/} A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

^{2/} Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, O&M means Operation & Maintenance Member, OM means Other Member.

Instructions:

1) The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years, for which audited financial statements are available, preceding the Bid Due Date. The financial statements shall:

- i) reflect the financial situation of the Bidder and its Associates where the Bidder is relying on its Associate's financials;
- ii) be audited by a statutory auditor;
- iii) be complete, including all notes to the financial statements; and
- iv) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2) Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + accrued liabilities). Net Worth shall be stated in the above table for the latest completed financial year, preceding the Bid Due Date, for which audited financial statement is available.

3) In the case of a Consortium, a copy of the Joint Bidding Agreement shall be submitted in accordance with Clause 2.1.21(g) of the RFP document.

4) The Bidder shall also provide the name and address of the Bankers to the Bidder.

The Bidder shall provide an Auditor's Certificate specifying the turnover in last 5 years and net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.1.19(b) of the RFP document

- The Bidder should provide details of its own Financial Capability or of an Associate specified in Clause 2.1.24.
- For conversion of US Dollars to Rupees, the rate of conversion shall be as on the date 60 (sixty) days prior to the Bid Due Date. In case of any other currency, the same shall first be converted to US
- Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

Annexure – IV

Details of Eligible Projects

(Refer to Clauses 2.1.18 (A), 3.3.3 and 3.3.4 of the RFP document)

Project Code: Item	Member Code: Particulars of the Project
(1)	(2)
Title & Nature of the Project	
Entity for which the Project was Constructed/ Developed	
Location	
Project Cost	
Project Size (sq. ft.)	
Date of Commencement of Project/ Contract	
Date of Completion/ Commissioning	
Equity Shareholding (with period during which equity was held)	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/No)	

Instructions:

- Bidders are expected to provide information in respect of Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.3.4 of the RFP document, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Bid. Bidders should also refer to the Instructions below.
- For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
- A separate sheet should be filled for each Eligible Project.
- Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, O&M means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Bidder or its Member, write "Associate" along with Member Code.

Development of State of Art Convention center and Support amenities on PPP basis at Gorakhpur, Uttar Pradesh

5. Please provide particulars such as name, address, and contact details of owner/ Authority/ Agency (i.e., concession grantor, counter party to PPA, etc.)/ Private Entity for each eligible project.
6. For all Eligible Projects, the date of commissioning of the project, upon completion, should be indicated. Further, the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.3.4).
7. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
8. Certificate from the Client on completion of the Project with relevant details like project built- up area, project start date and completion date shall be provided for all the eligible projects.
9. It may be noted that in the absence of any detail, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Threshold Technical Capacity.

APPENDIX – II

Power of Attorney for Signing of Bid

(Refer Clause 2.1.9)

Know all men by these presents, We,.....(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and legalized Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of 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 ***** Project proposed or being developed by the ***** (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Development Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority 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 into of the Development Agreement with the Authority.

We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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, designation, and address)

Witnesses:

- 1
- 2

Accepted Notarised

(Signature, name, designation, and address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and legalized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille Certificate.

APPENDIX – III

Power of Attorney for Lead Member of Consortium

(Refer Clause 2.1.10)

Whereas the **** (the "Authority") has invited bids from qualified parties for the ***** Project (the "Project"). 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 RFP document 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, (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and legalized M/s, having its registered office at , being one 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 legalized 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 Development Rights/ 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 applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Development Agreement is entered into with the Authority.

We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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 (Signature, Name & Title)

For(Signature, Name & Title)

For (Signature, Name & Title)

(Executants)

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

Witnesses:

1

2

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and legalized in the jurisdiction where the Power of Attorney is being issued. However, the
- Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille Certificate.

APPENDIX -IV
Format of Technical Proposal Evaluation

Sl. No.	Parameters	Maximum Marks
1	Technical Capacity	60
1.a	15 marks for the one Eligible Project subject to maximum of 30 marks. <i>For avoidance of doubt one single Eligible Project of size of at least 4,50,000 sq. ft. of leasable area under Category I shall be considered for 15 marks and under Category II a combination of maximum 5 (five) Eligibility Projects totaling to at least 4,50,000 sq. ft. of leasable area with the minimum project size being at least 1,00,000 sq. ft. of each project shall together be considered for 15 marks.</i>	30
1.b	Bidder may enter into a definitive agreement or Memorandum of Understanding (MoU) for operating the 5-star hotel to be developed by the selected bidder on the compensatory land to be offered to it on a long-term lease of 99 years. Bidder is required to produce the said agreement or MOU along with its bid for evaluation.	10
1.c	Presentation to GDA on project concept design	20
2.	Financial Capacity	40
	2.1 Qualification based on Turnover Bidder having highest financial turnover but not less than Rs. 150 Crores, would be given the maximum marks of 20, and the rest of the bidders would be given relative marking.	20
	2.2 Net Worth Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + accrued liabilities). Net Worth as per the latest completed financial year, preceding the Bid Due Date, for which audited financial statement is available, will be considered. Note: Bidder having highest net worth but not less than Rs. 75 Crores, would be given the maximum marks of 20, and the rest of the bidders would be given relative marking.	20
	Total	100

APPENDIX – V
Format of Financial Bid

Date:

To,

The Vice Chairman,
Gorakhpur Development Authority
Deoria Bypass Road, Gorakhpur

Sub: 'Development of integrated State of Art Convention Center and Support amenities on Public Private Partnership (PPP) basis at Gorakhpur, Uttar Pradesh'

Sir,

We hereby submit our Financial Proposal and offer upfront development premium as per the following table for undertaking the aforesaid Project in accordance with the bidding documents and Development Agreement.

Sl. No.	Components	Total Amount (Rs.)
1.	Upfront Development premium (Bid Parameter)	

The upfront development premium quoted above in our offer is exclusive of applicable GST.

We have reviewed all the terms and conditions of the RFP document and undertake to abide by all the terms and conditions contained therein. We hereby declare that there are and shall be no deviations from the stated terms in the RFP document.

Yours faithfully,

For and on behalf of

..... (Name of the Bidder or Consortium Member)

(Signature of Authorized Signatory)

(Name and designation of the Authorised Person)

APPENDIX - VI

Joint Bidding Agreement for Consortium

(Refer Clause [2.1.21](#) (g))

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 2015 AMONGST {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns) AND {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns) AND {... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)}¹³

The above-mentioned parties of the FIRST, SECOND and, THIRD PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

- A. _____, established under the _____, represented by its and having its principal offices at] (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the Bids") by its Request for Proposal Document No. dated for selecting bidders for 'Development of integrated State of Art Convention Center and Support amenities on Public Private Partnership (PPP) basis at Gorakhpur, Uttar Pradesh.' (The "Project").
- B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- C. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations: In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP document.
2. Consortium

- 2.1. The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.
 - 2.2. The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.
3. Covenants: The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "SPV") under the Indian Companies Act 1956 / 2013 for entering into a Development Agreement with the Authority and for performing all its obligations as the Developer in terms of the Development Agreement for the Project.
4. Role of the Parties: The Parties hereby undertake to perform the roles and responsibilities as described below:
- 4.1. Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Development Agreement when all the obligations of the SPV shall become effective;
 - 4.2. {Party of the Second Part shall be {the Technical Member of the Consortium; and}
 - 4.3. {Party of the Third Part shall be the Financial Member of the Consortium }
5. Sole Responsibility: Party of the First Part, who is Lead member of the Consortium having the power of attorney from all Parties, shall be solely responsible for conducting all business for and on behalf of the Consortium during the bidding process and assume sole responsibility for conducting all business for and on behalf of the Consortium if selected as Preferred Bidder.
6. Joint and Several Liabilities
- 6.1. The Parties do hereby undertake to be jointly and severally responsible for all liabilities relating to the Project and in accordance with the terms of the RFP document and the Development Agreement, till expiry of Lock-in Period under and in accordance with the Development Agreement.
 - 6.2. Lead Member of the Consortium would be solely responsible for all the obligations related to Project and in accordance with the terms of the RFP document and the Development Agreement, till expiry of Lock-in Period under and in accordance with the Development Agreement

7. Shareholding in the SPV

7.1. The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

{Third Party:}

7.2. The Parties undertake that a minimum of 26% (twenty six percent) of the subscribed and paid-up equity share capital of the SPV shall, for the Lock In Period, be held by the Parties of the First, {Second and Third} Part whose experience, turnover and networth have been reckoned for the purposes of qualification and selection of the Bid for the Project in terms of the RFP document.

7.3. The Parties undertake that each of the Parties specified in Clause 7.2 above shall, for the Lock-in Period, hold subscribed, and paid-up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.

7.4. The Parties undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid-up equity share capital of the SPV for the Lock-in Period of the Project.

7.5. The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Development Agreement.

8. Representation of the Parties: Each Party represents to the other Parties as of the date of this Agreement that:

8.1. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

8.2. The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- i. requires any consent or approval not already obtained;
- ii. violate any Applicable Law presently in effect and having applicability to it;

- iii. violate the memorandum and articles of association, by-laws, or other applicable organizational documents thereof;
- iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture, or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- v. creates or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances, or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- vi. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- vii. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

9. Termination: This Agreement shall be effective from the date hereof and shall continue in full force and effect as prescribed in the Development Agreement in case the Project is awarded to the Consortium. However, in case the Consortium is does not get selected for award of the Project, the Agreement will stand terminated upon return of the Bid Security by the Authority to the Bidder.

10. Miscellaneous: This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of SECOND PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of THIRD PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

- 1.
- 2.

Notes:

The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

APPENDIX-VII

Bank Guarantee for Bid Security (Refer Clauses [2.1.7](#) and [2.1.8](#))

B.G. No. Dated:

1. In consideration of you, <<Name of Authority>>, having its office at _____ (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a company registered under the Companies Act, 1956/ 2013) 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 assigns), for the _____ on Public Private Partnership (PPP) Mode (hereinafter referred to as the "Project") pursuant to the RFP document dated issued in respect of the Project and other related documents including without limitation the draft Development Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause [2.1.7](#) read with Clause [2.1.8](#) of the RFP document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment 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 Rs. _____ /- (Indian Rupees _____ only)((hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest, or protest and without 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 Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive, and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever.

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____/- (Indian Rupees _____).

4. This Guarantee shall be irrevocable and remain in full force for a period of 240 (two hundred and forty) calendar days from the Bid Due Date inclusive of a claim period of 60 (sixty) calendar days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us

addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. _____/- (Indian Rupees _____ only.) (The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 240 calendar days after the Bid Due Date)].

Signed and Delivered by Bank

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

(Signature of Authorized Signatory) (Official Seal)



Development of State of Art Convention Center and Support amenities on Public Private Partnership basis at Gorakhpur, Uttar Pradesh

Project Information Memorandum (PIM)

Gorakhpur Development Authority (GDA)

December 2023

01 Project Modalities

02 Project Site Location and Surroundings

03 Plotting for the Proposed Development

04 Project Concept

05 Proposed Development Mix

06 Project Structure

07 Project Development Mix – Indicative areas and Project cost

08 Scope Split

Project Modalities

GDA envisions to deliver a **State of art integrated Convention Center** in the city of Gorakhpur near Ramgarh lake, Buddha Vihar.



Project

- GDA envisage private sector investment for the **development of Integrated State of Art Convention Center** and Support amenities on PPP basis at Gorakhpur, Uttar Pradesh



Mandatory Developments

- Private Partner is expected to mandatorily develop and earn revenue from following project components:
 - ✓ State of Art World Standard Convention Center
 - ✓ 5 Star Hotel with 150 keys
 - ✓ Spiritual Library of India
 - ✓ Elite Club
 - ✓ U.P Cultural *Haat (Retail Shops)*



Compensatory Land

- **GDA to offer 6.54 acres of compensatory land** to the private partner **on a long-term lease of 99 years.**
- Private partner to **mandatorily develop a 5-star hotel with minimum 150 keys (Developer may add keys based on viability) on the compensatory land parcel** and utilize remaining land as per allowed land use and development norms.

Project Site Location and Surroundings



Ramgarh Taal

Site receives picturesque view of Ramgarh Taal located across the road. Ramgarh Tal is city's center of attraction, a spot for picnic and easing for the residents and visitors. Boating point called 'Nauka Vihar' at Ramgarh Taal receives enormous footfall



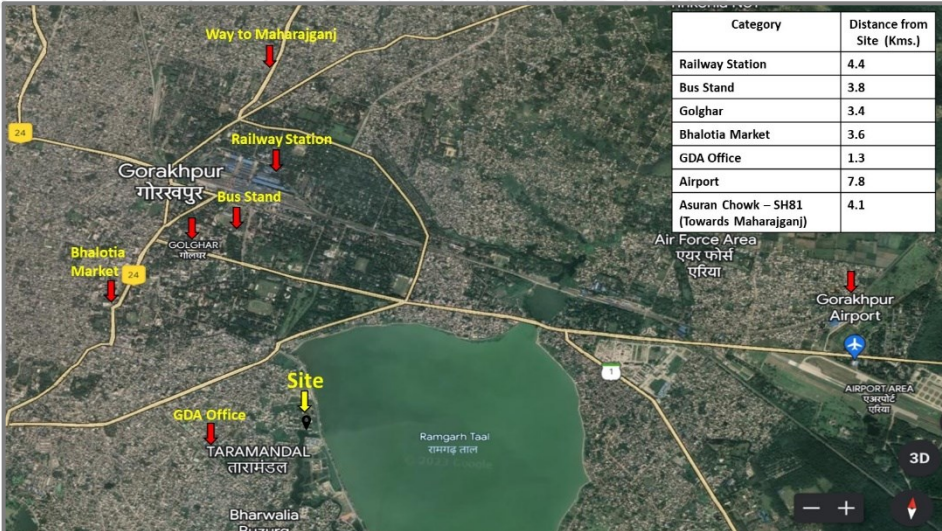
Site Surroundings

Project **site area is one of the most valued areas of the city. Ongoing Govt./ Public and Private projects** could be seen **in surroundings. Site is adjoined by a mix of residential and commercial developments.** Residential developments primarily include individual units, group housing etc.



Upcoming Hotels in Site Surroundings

'Courtyard by Marriot' with an inventory of **140 rooms approx. 250 mtrs from the project location**, is ready for inauguration by August 2023. **'Vivanta' by Taj** is proposed near **Buddha Gate**, approx. 400 mtrs from the project site.



Project site is in the Tara Mandal area, **approx. 4.5 kms from the city railway station** and **approx. 4 kms from bus stand of the city.** Gorakhpur **airport is 7.8 kms from the site**



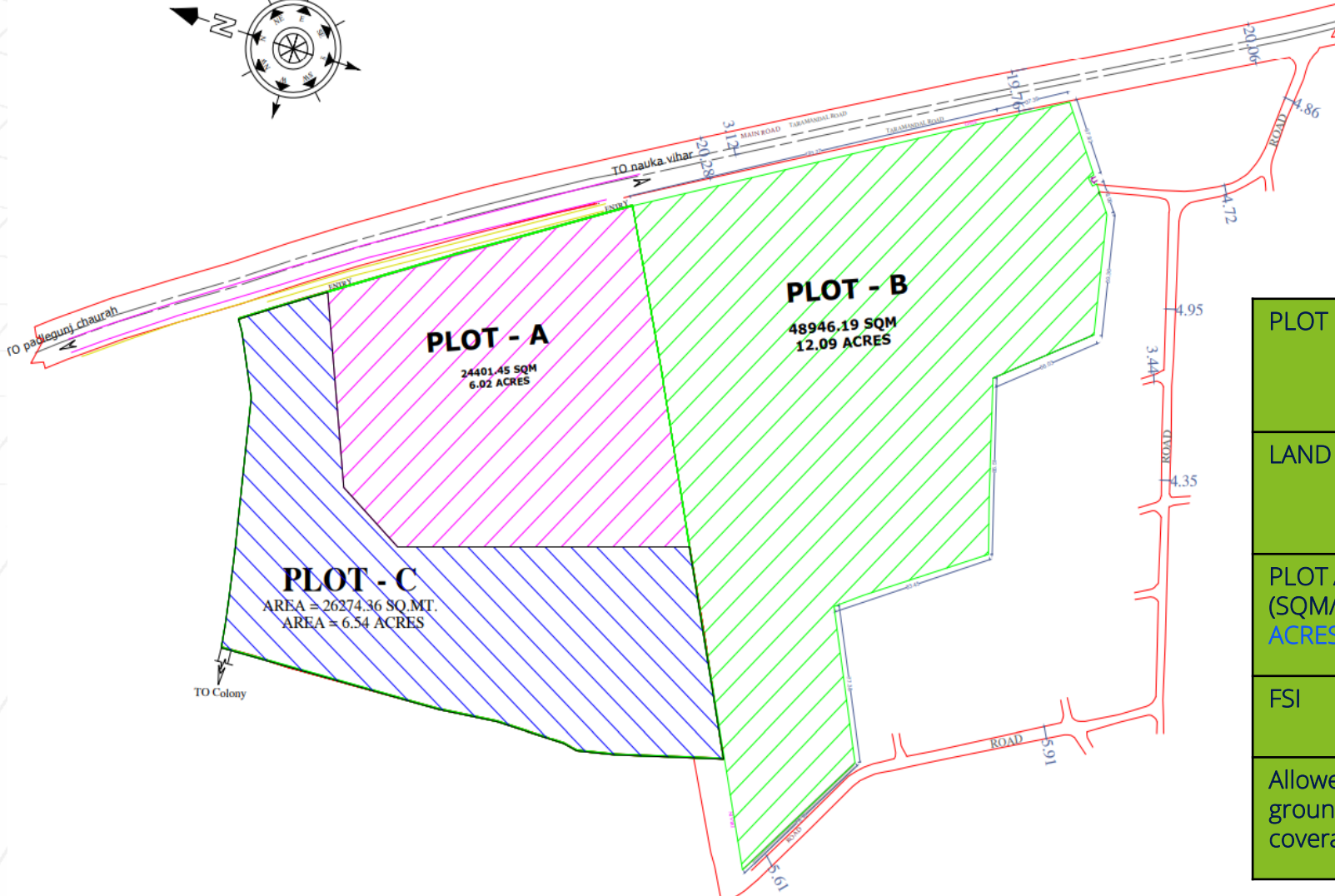
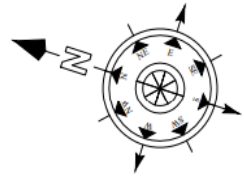
'Golghar', considered to be the city center and **Bhalotia Market,** Pharma Hub of the city are **approx. 3.5 kms from the site**



'SH 81' leading to the **Mahrajganj - Gateway to Nepal** is **approx. 4 kms** from the proposed location for the convention center

Plotting for the Proposed Development

Development Plan and Regulatory Standards for Proposed Developments



LEGEND

PLOT	A (under 33 years of concession period)	B (under 33 years of concession period)	C (under a long-term lease of 99 years)
LAND USE	Commercial (Convention Center)	Green	Commercial (Zonal Vyavasaik Kendra)
PLOT AREA (SQM/ ACRES)	24401.45/ 6.02	48946.19/ 12.09	26274.36/ 6.54
FSI	2	5% of the green area	2.5
Allowed ground coverage	40%	5% of the green area	45%

SITE PLAN

Site Plan Overview: Spatial Arrangements

- Kindly note the site plan is indicative, the final site plan shall be approved in consultation with VC GDA.

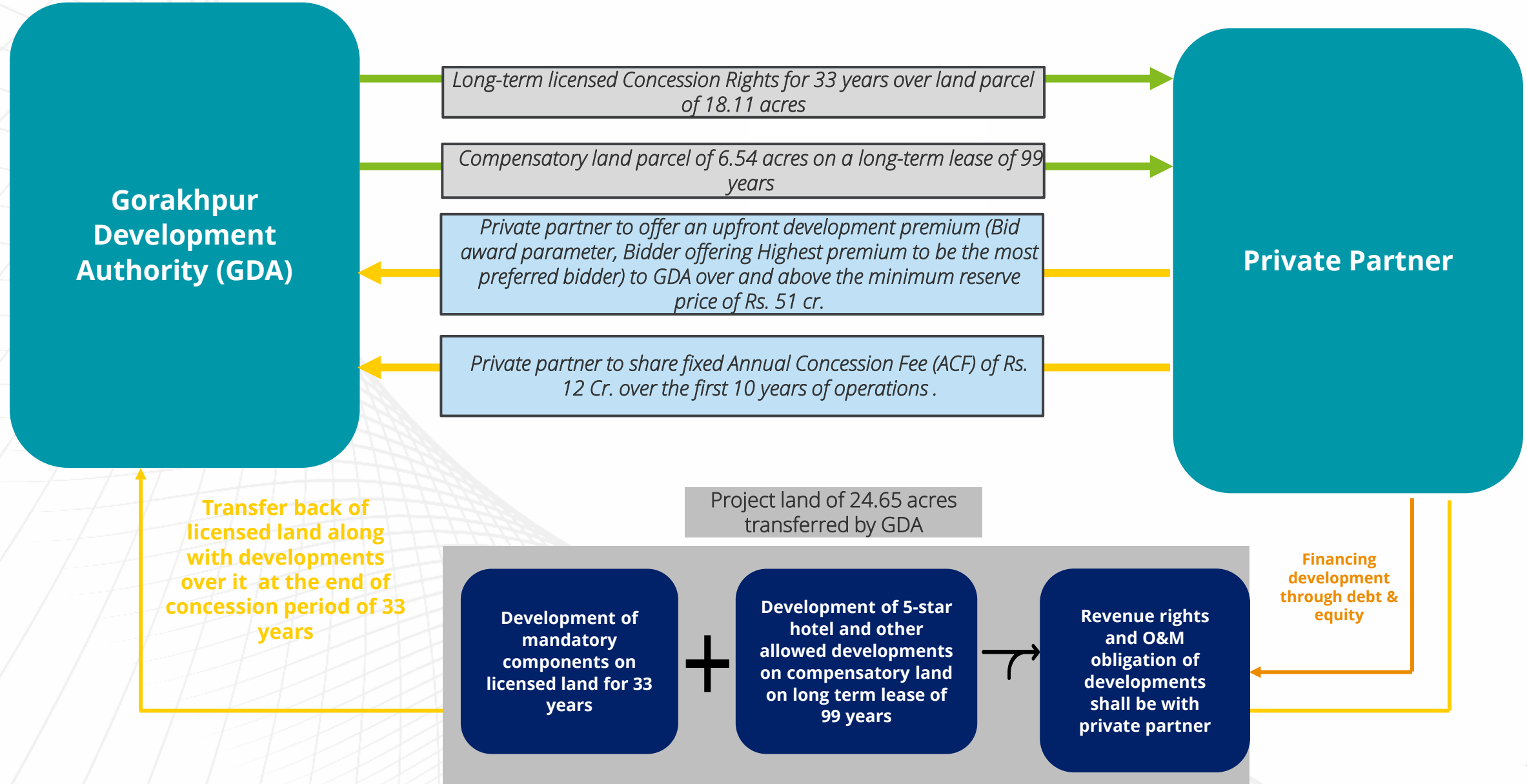
LEGEND

1	5000 Pax Capacity Convention Center along with Spiritual Library of India
2	5 Star Hotel with Min. 150 keys (Developer may add keys based on viability)
3	Elite Club
4	Lawn for Events and Exhibitions
5	UP Cultural Haat and Food Court made of temporary structures
6	Electrical Sub Station
7	Underground Tank
8	Sewage Treatment Plant



PPP Transaction Structure

PPP Transaction Structure envisaged for the underlying project components



Estimated Project Cost and Indicative Built up area

The estimated project cost of Minimum Development Obligations (on the licensed land for the concession period of 33 years), is INR 434 crore

Minimum Development Obligation		
Facility	Description	BUA (in Sqm)
State of Art Convention Hall Facility with Spiritual Library of India	Mega convention hall with a capacity to hold a convention of 5000 pax, adjustable into multiple halls. spiritual library containing texts and literature of various spiritual sects could be proposed.	37127
Lawn	Mega lawn to maintain greenery within facility and offer an outdoor space for banqueting, exhibitions, and conventions	--
U.P. Cultural Haat	Mix of retail shops and food court with famous local eating joints to be built using temporary structures in green area.	5592
Elite Club	Rummy & Bridge Room, Squash, Billiards, Tennis, Swimming Pool, Badminton, Basketball etc.	2447
Compensatory Land Parcel on long-term lease of 99 years		
5-star Hotel	At least 150 rooms luxury hotel with all the amenities including a fitness center, pool, restaurant, spa, club etc.	16623
Commercial components as per land use	-	

Scope Split

Scope split between GDA and Private Developer (Concessionaire) is elaborated in the table below:

Mandatory Developments	Capital expenditure	Operations	Maintenance	Revenue rights
Convention center	Concessionaire	Concessionaire	Concessionaire	Concessionaire
Spiritual Library	Concessionaire	GDA	Concessionaire	GDA
Elite Club	Concessionaire	Concessionaire	Concessionaire	Concessionaire
U.P. Haat	Concessionaire	Concessionaire	Concessionaire	Concessionaire

**Minimum 150 Keys
5 star accredit hotel**

Hotel shall be developed by the concessionaire along with the above project components on the compensatory land parcel of 99 years. Revenue rights over 5-star hotel and its O&M obligation shall rest with Private Developer.

Thank You!

