

REQUEST FOR PROPOSAL

**Development of Multi Level Parking Spaces in
Jaipur City on Design, Build, Finance, Operate and
Transfer Concession Framework at 2 sites**

at

Aatish Market and Singh Dwar

in Jaipur City

Volume I



JAIPUR MUNICIPAL CORPORATION

Pandit Deendayal Upadhyay Bhawan,

Lal Kothi Tonk Road Jaipur – 302014 (Raj) India

Website: www.jaipurmc.org

October 2009



REQUEST FOR PROPOSAL DOCUMENT

Jaipur Municipal Corporation (JMC) Multi Level Parking Projects

Tender for Request for Proposal Document for Design, Build, Finance, Operate and Transfer of Multilevel Parking Spaces in Jaipur City.

Price of Document:

This document shall be issued on payment of Rs.2000/- (Rupees Two Thousand Only) non-refundable by way of Demand Draft in favour of Jaipur Municipal Corporation, payable at Jaipur.

Date of Issue:

Copy No: _____

Tender Document issued to M/S:

This document is non- transferable.

Chief Executive Officer

Jaipur Municipal Corporation



JAIPUR MUNICIPAL CORPORATION

RFP DOCUMENT

Request for Proposal for Design, Build, Finance, Operate and Transfer of Multilevel Parking Spaces in Jaipur

Jaipur Municipal Corporation hereafter called JMC is developing multilevel parking spaces at 2 identified places in the city to organize the traffic movement and create designated places for paid parking.

JMC is planning to develop multi-level parking spaces at the following 2 sites:

- a. Aatish Market
- b. Singh Dwar

JMC therefore looks for financially capable bidders/joint venture companies having substantial experience in planning, designing and development of multilevel parkings. JMC invites techno-commercial proposals from interested parties for design, build, finance, operate and transfer multilevel parking spaces at the above 2 sites in the city of Jaipur.

The detailed description of the sites and the scope of work are given in Section 6 under the Terms of Reference.

The detailed schedule of the bidding process is as under:



Development of Multi Level Parking Spaces in Jaipur City on Design, Build, Finance, Operate and Transfer Concession Framework.

Item	Date and Time	Venue
Issue of RFP Document	30 th October 2009 to 25 th November 2009 between 1100 hrs to 1700 hrs and upto 1200 hrs on 25 th November 2009.	Jaipur Municipal Corporation Or www.jaipurmc.org
Pre- Bid Meeting	19 th November 2009 at 1500 hrs.	EC Meeting Hall, 1 st Floor, Jaipur Municipal Corporation Lal Kothi, Tonk Road, Jaipur- 302 014
Last date for submission of Techno-Commercial Proposals	25 th November 2009 upto 1500 hrs	Chief Executive Officer Jaipur Municipal Corporation Pandit Deendayal Upadhyay Bhawan Lal Kothi, Tonk Road, Jaipur-302 014 (Rajasthan)
Opening of Technical Bids	25 th November 2009 at 1600 hrs, if possible	Jaipur Municipal Corporation
Opening of Financial Bids	To be informed separately to the technically responsive bidders	Jaipur Municipal Corporation

Note:

1. Necessary changes of the above schedule shall be done at the sole discretion of JMC. The Bidders shall be intimated well in advance about the necessary changes in the RFP Submission Schedule.
2. The bidders are requested to submit their offers in person on or before the scheduled time and date. Offers received late due to any reason shall not be accepted. JMC does not accept any responsibility towards loss, damage or late receipt of offers if sent by post or couriers by the bidders.

Price of RFP Document: Rs. 2000/- (Rupees Two Thousand Only) payable by way of demand draft from any scheduled commercial bank, in favor of Jaipur Municipal Corporation, Payable at Jaipur.

Tender Document issued to M/s:

Chief Executive Officer
Jaipur Municipal Corporation



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1. DISCLAIMER

- 1 Though adequate care has been taken in the preparation of this Request for Proposal (RFP) Document, the Bidder should satisfy himself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the below mentioned office immediately. If no intimation is received by this office before the date of Pre-bid Conference, it shall be deemed that the Bidder is satisfied that the RFP Document is complete in all respects.

Office:

Chief Executive Officer

Jaipur Municipal Corporation

Pandit Deendayal Upadhyay Bhawan

Lal Kothi, Tonk Road,

Jaipur-302 014 (Rajasthan)

- 2 Neither JMC, nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP and it is not possible for JMC to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. Each prospective Bidder should conduct his own investigations and analysis and check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice from appropriate sources.
- 3 Neither JMC nor their employees or consultants will have any liability to any prospective Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the Project, the project information and any other information supplied by or on behalf of JMC or their employees, any consultants or otherwise arising in any way from the selection process for the Project.
- 4 JMC reserves the right to reject any or all of the proposals submitted in response to this RFP at any stage without assigning any reasons whatsoever.
- 5 JMC reserves the right to change any or all of the provisions of this RFP prior to the Proposal Due Date. Such changes would be intimated to all the parties procuring this RFP.
- 6 JMC reserves the right to change, modify, add to or alter the Selection Process including inclusion of additional evaluation criteria for further short-listing of Bidders at a later stage, which in no event shall be later than the Proposal Due Date. Any change in the selection process shall be intimated to all concerned parties.



2. ABBREVIATIONS

BEC	:	Bid Evaluation Committee
COD	:	Commercial Operation Date
DBFOT	:	Design, Build, Finance, Operate and Transfer
ECS	:	Equivalent Car Space
EMD	:	Earnest Money Deposit
FSI	:	Floor Space Index
INR	:	Indian Rupees
Ha.	:	Hectare or Hectares
JMC	:	Jaipur Municipal Corporation
JV	:	Joint Venture
LOA	:	Letter of Award
LOI	:	Letter of Intent
MOU	:	Memorandum of Understanding
POA	:	Power of Attorney
PPP	:	Public Private Partnership
RFP	:	Request for Proposal
SOW	:	Scope of Work
sq. m	:	Square Meters



3. DEFINITIONS

Affiliates

For Bidding Company or a Consortium Member, only those entities would be “Affiliate(s)” in which the Promoter(s) of the Bidding Company / Consortium Member:

- hold(s) not less than 26% of the voting securities, either directly or indirectly, in case the relevant entity is a company. Holding an indirect stake in a company implies a stake held in the company through a chain of other companies, in which event, the percentage holding would be considered on proportionate terms

Anti-Collusion Certificate

“Anti-Collusion Certificate” shall have the meaning as referred to in Exhibit 7 of Section 8 of this RFP Document

Bid Document

“Bid Document” shall mean any document issued by JMC as part of the Bid Process.

Bid Process

“Bid Process” shall mean various activities taken up by JMC leading up to the selection of the Successful Bidder.

Bidder(s)

“Bidder(s)” shall mean any company or Joint Venture (JV) of maximum 3 entities that has submitted a Detailed Techno-Commercial Proposal in response to this RFP Document.

Bid Validity Period

“Bid Validity Period” shall mean the period stipulated in Clause 5.34 of Section 5 of this RFP Document, for which the Proposal submitted is valid.

DBFOT

“DBFOT” shall mean Design-Build-Finance-Operate-Transfer concession framework on which the multilevel parking spaces are to be developed by the Successful Bidder.



Bank

“Bank” shall mean any scheduled commercial Bank whose networth is more than Rupees 500 Crores.

Developer

“Developer” shall mean the Successful Bidder.

Document

“Document” shall mean this Request for Proposal Document and shall include any and all amendments and addenda there to.

Earnest Money Deposit

“Earnest Money Deposit” shall have the same meaning as referred in Clause 5.23 of Section 5 of this Document.

Facility/Facilities

“Facility / Facilities” shall mean the facilities to be constructed, built, installed, erected or provided by the Developer(s) on the Project Site in accordance with the Scope of Work.

Financial Bid / Financial Proposal

“Financial Bid / Financial Proposal” shall mean the information submitted as per Exhibits 14A and 14B of section 8 of this RFP document.

Floor Space Index

Floor Space Index means the quotient of the floor space excluding the area specifically exempted from computation under these regulations that can be constructed in a plot to the plot area.

$$\text{F.S.I.} = \frac{\text{Total computed floor area on all floors}}{\text{Plot area}}$$

Government

“Government” shall mean the Government of Rajasthan.



Lead Promoter

“Lead Promoter” means an entity that holds the maximum shareholding among the Promoters of the Bidding Company or JV Partner either directly or indirectly in the Bidding Company / JV Partner which in any case shall not be less than fifty one percent (51%). Holding an indirect stake in a company implies a stake held in the company through a chain of other companies, in which event, the percentage holding would be considered on proportionate terms.

Letter of Award (L.O.A)

“Letter of Award” shall mean the letter issued by Jaipur Municipal Corporation (JMC) to the Successful Bidder stating that the latter has been shortlisted as the successful bidder and can sign the Development Agreement.

Letter of Acceptance

“Letter of Acceptance” shall have a meaning as referred in Exhibit 8 of Section 8 of this Document.

JMC

“JMC” shall mean the Jaipur Municipal Corporation.

Project

“Project” shall mean Design, Build, Finance, Operate and Transfer of Multi-level Parking Spaces at 2 sites identified by JMC for the purpose in the city of Jaipur on DBFOT concession framework in accordance with the provisions of this RFP and the Development Agreement signed between the Jaipur Municipal Corporation and the Successful Bidder.

Promoter

“Promoter” for Bidding Company or for JV Partners shall mean only those entities that hold(s) not less than 26% of the voting securities, either directly or indirectly in the Bidding Company / JV Partner. Holding an indirect stake in a company implies a stake held in the company through a chain of other companies, in which event, the percentage holding would be considered on proportionate terms. Any bank or a financial institution would not be considered as Promoter.



Proposal

“Proposal” shall mean the detailed Techno-Commercial Proposal to be submitted by the Bidders in response to this Request for Proposal, unless the context specifically refers to a sub-proposal within the overall Detailed Techno Commercial Proposal, in which case, “Proposal” shall refer to such sub-proposal.

Proposal Due Date

“Proposal Due Date” shall have the same meaning as referred to in Clause 5.33 of Section 5 of this Document.

Request for Proposal (RFP)

“Request for Proposal” shall mean this document issued to Bidders inviting the submission of Techno Commercial Proposal” for the Design, Build, Finance, Operate and Transfer of multi-level parking spaces at various sites in the city of Jaipur.

Selection Process

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

Site

Site shall mean land parcels identified by JMC at various locations in the city of Jaipur and as depicted in Volume III-Concept Design and Drawings of this RFP document.

Subsidiary/Subsidiaries

For a Bidding Company or a Joint Venture of Companies, Subsidiary / subsidiaries shall mean only those entities in which the Bidding Company / JV Partner hold(s) not less than 51% of the voting securities, either directly or indirectly, in case the relevant entity is a company. Holding an indirect stake in a company implies a stake held in the company through a chain of other companies, in which event, the percentage holding would be considered on proportionate terms.

Successful Bidder / Developer

“Successful Bidder” shall mean Technically Evaluated Responsive Bidder who has been issued Letter of Award by JMC indicating him as Successful Bidder to Design, Build, Finance, Operate and Transfer multilevel parking spaces at 2 identified places in the city of Jaipur as mentioned in Section 6 of this RFP document.



Technically Evaluated Responsive Bidders

“Technically Evaluated Responsive Bidders” shall have the same meaning as referred in Clause 5.38.2 of Section 5 of this Document.



4. PROJECT BACKGROUND AND INTRODUCTION

4.1 Introduction

Jaipur is known as one of the first planned cities of India. Jaipur City was not only planned but its execution was also coordinated in such a manner that a substantial part of the city developed up within seven years of its foundation. The municipality was reorganized in 1926 and a new Municipal Act was prepared in 1929. Post independence, planned development of the city was taken up after the city became the capital of Rajasthan.

Jaipur is located at a strategic point on the National Highway (NH-8) that connects Delhi and Mumbai. NH-8 is one of the vertices of the Golden Quadrilateral Corridor of the National Highways Development Project. Jaipur with its exotic culture and tradition attracts domestic as well as foreign tourists. The city is currently the 11th largest city in the country and has one of the highest population growth rates. It is clearly one of the most thriving cities of North India. The city is therefore, bound to have increased spatial expansion in the coming decades in order to accommodate both economic as well as population growth. In this context, it is essential to introduce systematic planning measures for the future development of the city.

The Jaipur Region comprises two distinct constituents; the Jaipur Municipal Corporation (JMC) area and the rest of Jaipur Region. Jaipur Development Authority (JDA) is responsible for planning of the Jaipur region. Jaipur Region would henceforth be referred as the JDA area. The entire JDA area comprises Jaipur city (JMC) and the neighbouring satellite towns namely, Chomu, Bagru, Bassi, Sheodaspura, Achrol and Jamwaramgarh. It covers a total area of 1464 sq. kms, out of which, the municipal area of Jaipur covers 288 sq. kms. The JMC area is further divided into the walled city and the rest of JMC area

The area under Jaipur Municipal Corporation has grown from 200 sq. kms in 1981 to 218 sq. kms in 1991 and further to 288 sq. kms in 2001. The increase in area in 1991 was a result of addition of Sangner and Amber tehsils and in 2001 due to the addition of Bagru, Bassi and Chomu tehsils in the municipal area. The area under the jurisdiction of JDA has remained same since 1991.

The population of Jaipur region is 2.7 million as per 2001 census and has shown a consistent increase in the past 50 years. In fact, in the last decade, the population has increased by 8 lakhs. In terms of share, 87% of the total population lives in the JMC area, of which 7% lives in the walled city.

In a recent international survey Jaipur was ranked the 7th best place to visit in Asia and in another poll it was ranked third among twelve major Indian cities.



Modern infrastructural facilities are developing fast. The city is expanding very quickly and has become a hot spot for development in Rajasthan.

Since 2000 Jaipur has become a centre for education. Jaipur has more than 40 engineering colleges, 40 business management institutes, 15 pharmacy institutes, 4 hotel management institutes, 3 medical colleges and 6 dental colleges. It also has 8 universities including Rajasthan University.

Jaipur has a well maintained road network with multi-story flyovers and traffic lights with closed circuit cameras. Police control room (PCR) vans are being equipped with GPS to monitor locations and help maintain law and order. There are so many shopping malls and multiplexes which offer an urban lifestyle to Jaipurites.

4.2 Project Background

The growing population and economic activity is already straining the existing infrastructure. The pressure is being felt by water supply, sewage, power and parking spaces since there are several areas within the walled city as well as outside where congestion is significant on account of roadside parking of vehicles leading to the reduction in effective carriage way for movement of vehicles.

Parking is a major issue in the walled city area and an emergent issue in the rest of the city. The tendency in Jaipur is of commercialization along the main roads. Initially, the plots along these roads were residential in nature but with increasing land value and traffic on these roads, they got commercialized. The commercialization led to an increase in parking demand along these roads which in turn reduced the effective carriage way.

There is ever increasing pressure on the roads in walled city due to encroachment, excessive commercialization and vehicular movement. Lack of proper Traffic Management in the city is adding to the woes. Inadequate infrastructure facilities near and around the tourist places exert additional pressure on the existing infrastructure available for other purposes. Further as a consequence of inadequate public transportation there has been a significant growth in the number of vehicles in the city and district as a whole whereas the infrastructure in terms of roads and parking spaces has not been augmented proportionately.

Walled city is still the center of many economic activities despite poor infrastructure facilities. Also there are no organized commercial spaces for retail markets. Traditional bazaars in the walled city have reached saturation levels with respect to infrastructure and spaces. Inflow of tourists is fluctuating and there is a dearth of tourism infrastructure near the tourist spots which needs to be augmented. Parking and traffic



Development of Multi Level Parking Spaces in Jaipur City on Design, Build, Finance, Operate and Transfer Concession Framework.

management in the walled city and public transport system as a whole are also very poor and need to be improved.

The city has an uneven distribution of population. The walled city despite the lowest area has the largest density of population. Similarly, the JMC area is showing trends of densification that might lead to high levels of burden on the infrastructure. Infrastructure provision becomes a crucial concern in the high density areas.

The population of the city is in a dynamic stage i.e., it is expected to grow further in the coming decades. Planning for infrastructure especially housing, water supply, transportation, parking and sanitation would be crucial.

Taking forward this development process to address the bottlenecks in traffic and transport infrastructure, JMC has proposed to take up development of multi-level parking spaces at 2 sites in the city of Jaipur on Design, Build, Finance, Operate and Transfer basis.

Jaipur Municipal Corporation hereafter called JMC is developing multilevel parking spaces at 2 identified places in the city to organize the traffic movement and create designated places for paid parking.

JMC is planning to develop multi-level parking spaces at the following 2 sites:

- a. Aatish Market
- b. Singh Dwar

JMC therefore looks for financially capable bidders/joint venture companies having substantial experience in planning, designing and development of multilevel parkings. JMC invites techno-commercial proposals from interested parties for design, build, finance, operate and transfer multilevel parking spaces at the above 2 sites in the city of Jaipur.

The detailed description the scope of work is given in Section 6 under the Terms of Reference. Technical Specifications are given in Section 7 and site maps are available in Volume III-Concept Designs and Drawings.



5. INFORMATION AND INSTRUCTIONS TO BIDDERS

Request for Proposal for Design, Build, Finance, Operate and Transfer of Multilevel Parking Spaces in Jaipur

JMC invites techno-commercial proposals from financially capable bidders/joint venture companies having substantial experience in planning, designing and development of multilevel parking spaces on Design, Build, Finance, Operate and Transfer (DBFOT) Concession Framework at 2 sites in the city of Jaipur.

The main objective of the project is to provide designated places for paid parking to improve the traffic infrastructure in the city of Jaipur and decongest the city by disallowing road side parking which reduces the effective carriageway.

Formats for submission and the Terms of Reference (TOR) are enclosed. The TOR describes broad scope of work and should guide in submission of the proposal.

5.1 Proposal Conditions

- 5.1.1 This Request for Proposal is not an offer to contract but represents a definition of specific requirements and an invitation to recipients to submit a response addressing such requirements. Issuance of this Request for Proposal, your preparation and submission of a response and the subsequent receipt and evaluation of your response by JMC does not commit JMC to award a contract to any bidder, even if all of the requirements stated in the Request for Proposal are met.
- 5.1.2 JMC may modify these requirements in whole or in part and/or seek additional bidders to submit bids. Only the execution of a written contract will obligate JMC in accordance with the terms and conditions contained in such a contract.
- 5.1.3 JMC shall not, in any way, be liable for any costs incurred by the respondents in preparing a response to this Request for Proposal or during subsequent discussions with JMC, regarding their Request for Proposal response.
- 5.1.4 All information contained in this Request for Proposal shall be considered "Confidential Information". As such, the Confidential Information shall be protected and maintained in strict confidence by all the recipients of such information. Confidential information shall not be disclosed or disclosure allowed by the bidder, except for the sole purposes of responding to this Request for Proposal.
- 5.1.5 In the event that disclosure of the Confidential Information to employees and authorized agents is necessary, Confidential Information may be disclosed to them on a need-to-know basis, but the bidder shall make these persons aware of the confidentiality of such information and they shall (and the bidder shall



cause them to) be bound by the terms and conditions of this Request for Proposal.

- 5.1.6 In no event shall this document, or any subsequent documents that may be made available in connection with this Request for Proposal, be copied, transcribed, or distributed in whole or in part without the specific prior written authorization of JMC. JMC reserves the right to require the return or destruction of all documents including extracts, summaries and related notes.

5.2 RFP Documents

RFP Documents contain the following:

- Volume I - Request for Proposal
- Volume II - Concession Agreement
- Volume III - Concept Designs and Drawings

5.3 Bid Document Fee

Interested Bidders can collect Request for Proposal Document from the office of Jaipur Municipal Corporation at Pandit Deendayal Upadhyay Bhawan, Lal Kothi, Tonk Road, Jaipur-302 014 (Rajasthan) on payment of Rs.2,000/- (Rupees Two Thousand Only) by Demand Draft in favour of Jaipur Municipal Corporation, payable at Jaipur on any working day from 30th October 2009 to 25th November 2009 during the time specified in the Schedule of Tendering Program Section 5.47. The RFP document can also be downloaded from the website of JMC – <http://jaipurmc.org> in which case the said bid document fee in the form of Demand Draft shall be enclosed with the Proposal.

5.4 Who can Bid?

- 5.4.1 Any Indian or Foreign firm, public limited company, private limited company or a joint venture of 2 or more of these (subject to a maximum of 3 entities) can bid subject to satisfaction of other eligibility criteria in terms of organization and experience.
- 5.4.2 Foreign companies intending to bid must ensure that they have the necessary approvals from RBI and FIPB for foreign exchange transactions.
- 5.4.3 Be legally competent to enter into contract as per prevailing laws.
- 5.4.4 Any entity which has been barred or disqualified either by GOI or JMC or their Departments or agencies from participating in projects (BOT or otherwise) and such disqualification subsists as on the date of submission of the proposal, would not be eligible to submit the proposal, either individually or as partner in a Joint Venture. Bidder to submit an affidavit to this effect.
- 5.4.5 Each bidder shall submit only one (1) proposal in response to this RFP. Any bidder which submits or participates in more than one proposal will be



disqualified and will also cause the disqualification of the JV/Bidder of which it is a partner as the case may be.

5.5 Essence of the Contract

The basic consideration and the essence of the contract shall be strict adherence to the quality and performance specifications for performing the works/services and development of infrastructure during the period of contract including operation and maintenance of parking spaces for a period of 30 years commencing from the Project Completion Date. The performance and quality specifications set out in this document shall be the basis of evaluation of offers.

5.6 Submission of Proposals

5.6.1 Proposals will be submitted in two or more separate envelopes as below:

Envelope A - "Technical Proposal" (2 Copies)

Envelope B - "Financial Proposal-Aatish Market"

Envelope C - "Financial Proposal-Singh Dwar"

The Technical offer shall be submitted in two copies whereas Financial offer(s) in **one copy**. All the copies of the bids shall be placed in double cover with the Technical and Financial offers sealed in separate envelopes and clearly marked with project title followed by "Technical Proposal" and "Financial Proposal" for proper identification as below:

Envelope A - "Development of Multi Level Parking Spaces in Jaipur City-Technical Proposal"

Envelope B - "Development of Multi Level Parking Spaces in Jaipur City-Financial Proposal – Aatish Market"

Envelope C - "Development of Multi Level Parking Spaces in Jaipur City-Financial Proposal – Singh Dwar"

The outer most envelope containing Envelope A and Envelope B and/or Envelope C should be clearly marked as below:

"Techno Commercial Proposal for Development of Multi Level Parking Spaces in Jaipur City"

5.7 Technical Proposal

The Technical Proposal to be submitted as per formats enclosed in Section 8 shall comprise the following:

1. Tender Acceptance Letter (in the given format)



Development of Multi Level Parking Spaces in Jaipur City on Design, Build, Finance, Operate and Transfer Concession Framework.

2. Power of Attorney in favor of Lead Partner by all the other Partners (Not required in case of sole bidder)
3. Power of Attorney in favor of the authorized representative of the company (Separately for all companies in case of Joint Venture)
4. Earnest Money Deposit in the form of Demand Draft in favour of Jaipur Municipal Corporation, payable at Jaipur from any scheduled commercial bank having a networth of not less than Rs. 500 Crores for an amount as given below:

S.No.	Name of the Site	EMD in INR
1	Aatish Market	1,75,00,000.00
2	Singh Dwar	50,00,000.00

5. **JV Agreement:** The Joint Venture Company submitting the proposal should submit, along with the proposal, the JV Agreement on a Stamp Paper of Rs. 100/- (Rupees One Hundred Only). The JV Agreement should clearly define the stake, roles and responsibilities of each partner of the Joint Venture. A separate Joint Venture Company shall be registered prior to signing of the Agreement.
6. Anti-Collusion Certificate
7. Affidavit of not being barred as per Clause 5.4.4 in the format given in Exhibit 12 in Section 8 of this RFP document
8. Bidders Organization
9. Financial Status
10. Similar Experience
11. RFP and all Bid Documents including Minutes of the Pre-Bid Meeting, Corrigendum(s), and Addenda etc. issued to the bidder during the Bidding Process, duly signed and stamped on each page.

Note:

1. **All the pages of the technical proposal must be numbered and reference to the relevant page number should be provided in the formats of submission.**
2. **All the pages of the proposals must be hard bound (book binding)**

5.8 Financial Proposal(s)

The Financial Proposal(s) shall be submitted as per formats enclosed in Exhibits 14A and 14B and shall be properly enclosed in an Envelope B or C respectively as per Clause 5.6. The Financial Proposal(s) along with Technical Proposal shall be properly enclosed in one single envelope as explained in Clause 5.6. Separate financial



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proposals are required to be submitted for each site. Bidders can bid for one or both sites.

5.8.1 While making assessment for the financial proposal the bidders should consider the following:

1. The commercial area permissible (approximate areas given in Clause 6.3) at Aatish Market on concession for a period of 30 years. No commercial is permissible at Singh Dwar.
2. The parking revenue which will accrue from parking demand in the region. Parking charges are mentioned in Section 6 and can be increased at the rate of 5% YoY

Note:

1. ***Bidders can bid for either 1 or both the sites. Bidders are required to submit separate financial proposals for each site clearly depicting the name(s) of the site(s) on the envelope for Financial Proposal as explained in Clause 5.6.***
2. Conditional Financial Proposals shall be rejected
3. No terms and conditions from the format of Financial Proposal should be omitted
4. Bidders should submit only one copy of financial proposal for each site it is bidding for. Submission of more than one copy shall lead to rejection of the proposal.

5.9 Presentations

The responsible signatory party from the bidder organization shall be available to make presentation to BEC tentatively in the first week of December, the exact date and time may be confirmed from the Executive Engineer, JMC at the following nos.:

Landline: +91-141-3269098
Mobile No.: +91-9667443929
+91-9667443975

These presentations should also be submitted in hard copy duly signed and stamped and shall form integral part of the overall proposal. The bidders shall be prepared with the presentations well in advance. The contents of the presentation should be strictly restricted to the architectural plan, quality assurance and approach and methodology to Operations and Maintenance of parking lots.



5.10 Joint Venture

5.10.1 The proposals can be submitted by more than one company together by forming a Joint Venture Company. The maximum number of Joint Venture Partners should be 3 (Three). Lead Partner of the Joint Venture shall hold largest share and not less than 26% in the Joint Venture. No Joint Venture Partner shall hold less than 10% share in the Joint Venture Company. Further it may be noted that at any time during the period upto 30 years (O&M for Parking) from project completion date the combined equity of the said JV partners should not be less than 51%. A Joint Venture Agreement executed by the parties agreeing to work jointly for the assignment and stating that they would be responsible jointly and severally, duly signed by authorized signatories of the respective partners of the Joint Venture (JV) should be enclosed with the technical bid. The aforesaid agreement should clearly indicate the division of responsibility both in terms of resources and technical inputs. The aforesaid Agreement must be executed on a Rs. 100/- Stamp Paper. Documents/details must be furnished by each partner of the JV complete in all respects along with the proposal.. Other conditions shall be as follows:

1. The foreign construction company / Developer may also apply for the project in association with Indian Partner subject to the prevailing Indian Laws.
2. The information of each JV partner shall be provided at the time of submission of this Proposal.
3. Upon award of the project the JV partners must register as a Joint Venture Company.
4. The JV Agreement shall, inter alia:
 - a. Convey the intent to form a Joint Venture Company with shareholding commitment(s) as stipulated in this 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 award to undertake the Project is given to the Bidder.
 - b. Clearly outline the proposed roles and responsibilities of each partner
 - c. Commit the minimum equity stake as stipulated, and
 - d. Include a statement to the effect that all the JV Partners shall be liable jointly severally for the execution of the Project in accordance with the terms of the Development Agreement

5.10.2 Change in composition of Joint Venture

- a. There should be no change in the proposed JV structure after the submission of bid. If there are any changes in the proposed JV structure,



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JMC reserves the right not to consider change in the JV and to reject such proposal.

- b. If there is any change in the composition of JV leading to replacement of a member, other than Lead Partner after submission of bid, such change may be permitted in writing by JMC at its sole discretion, if a request in writing is made by the Bidder at-least fifteen (15) days before the date of opening of financial bid, with details of the member to be replaced and supporting document confirming that modified JV would continue to meet the eligibility criteria as specified in RFP documents.

Further, the Agreement should indicate the participation of the JV partners in the following format:

Joint Venture	Participation	
	Role/Work Area	Equity Participation
1.		
2.		
3.		

5.11 Proposal Preparation Cost

Please note that the cost of preparing the bids, presentation and of negotiating the contract including site visits etc. will be borne by the bidders themselves and in no case will be reimbursable by JMC.

5.12 Local Conditions

5.12.1 It will be imperative on each bidder to fully inform himself of all the local conditions and factors, which may have any effect on the execution of works/services covered under these documents and specifications. Intending Bidders shall visit the site(s) and make them thoroughly acquainted with the local site conditions and traffic data. It is suggested to the bidders to conduct a demographic study to identify the local utility areas (markets / locality / residential areas, communication and transport conditions, effective labour and materials required to be involved and other features) which will help the Bidders to consider all such factors during estimation for performing the SOW as indicated in this RFP Document. It must be understood and agreed that all the factors have properly been investigated and considered while submitting the bids. No financial adjustment arising thereof shall be permitted by JMC, which are based on lack of such clear information. Further, no claim for financial adjustment to the project awarded on these specifications and documents will be



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entertained by JMC. In arranging the site visits, bidders may request for help and guidance from the office of Chief Executive Officer, Jaipur Municipal Corporation, Jaipur.

5.12.2 Bidders shall be deemed to have full knowledge of the site(s), whether physically inspected or not. JMC does not accept any responsibility or liability for any errors, omissions, inaccuracies or errors of judgment with respect to information or materials provided by JMC, in this RFP Documents or otherwise, respecting these sites and their surroundings. Although such information and materials are to the best of JMC's belief, their verification is the sole responsibility of Bidder.

5.13 Price Bids

5.13.1 The bidders are required to quote minimum funding required by them for the project from JMC in the prescribed formats given in Exhibits 14A and 14B of Section 8. The bidder shall be required to mention the split in the above funding as per the said Exhibits. The permissible commercial area for Aatish Market is given in Section 6 of this RFP document. No commercial is permissible at Singh Dwar.

5.13.2 The funding requirement in lieu of project cost plus profit margin shall be payable by JMC to the developer as per the following schedule subject to the fulfilment of other conditions by the developer:

S. No.	Specification	Payment to be made by JMC to the developer (% of the total amount quoted in lieu of project cost)
1.	Mobilization Advance	10%
2.	On completion of 20% of construction as audited by Third Party Auditor	10%
3.	On completion of 40% of construction as audited by Third Party Auditor	20%
4.	On completion of 60% of construction as audited by Third Party Auditor	20%
5.	On completion of 80% of construction as audited by Third Party Auditor	20%
6.	On completion of entire construction.	20%



Note:

Amount payable to the developer at each stage shall be 90% of what is falling due as per the construction milestone. 10% amount from each stage will be deducted as retainer fee which shall be payable to the developer after obtaining Project Completion Certificate from JMC.

5.13.3 The O&M fees shall be payable by JMC on monthly basis till the end of Concession Period.

The bidders are required to consider the following factors while assessing the price bids:

1. The commercial area permissible at Aatish Market on concession for a period of 30 years plus 2 years construction period.
2. The parking revenue which will accrue from parking demand in the region
3. JMC is providing, along with the RFP document the tentative designs and parking technologies along with specifications for developments proposed at each site. Bidders must consider these as the minimum expected standards of development. Any design/technology below this will not be entertained. However the bidders shall be given the flexibility to propose any upward revision in the said designs/technologies.

5.14 Language of Bids

All information in the proposal shall be in English. Information in any other language shall be accompanied by its translation in English Language. Failure to comply with this requirement shall lead to disqualification of the proposal. In the event of any discrepancy in meaning, the English Language translation of all documents shall prevail.

5.15 Signature of the Bidder

The proposal must contain the name, residence and place of business of the authorized person or persons making the proposal and must be signed by the Bidder with his usual signature. The names of all the persons signing shall be stamped, typed or printed below the signature. Proposals by Corporation/company must be signed with the legal name of the Corporation/Company by the President/Managing Director or other person or persons authorized to sign on behalf of such Corporation/Company in the matter. Significant evidence of authority of the person signing on behalf of the Bidder in the form of Power of Attorney shall be furnished with the proposal as per Section 5.7.



5.16 Vague and Indefinite Expressions

Proposals submitted by the bidders and containing vague and indefinite expressions such as “Subject to availability” etc. will not be entertained. Full responsibility is to be accepted by the bidder.

5.17 Late Bids

Bidders are advised in their own interest to ensure that the proposals reach the specified office well before the closing date and time of Proposal Submission. Any Proposal received after dead line for submission of Proposals may be rejected and returned unopened.

5.18 Non-Discriminatory and Transparent Bidding Proceedings

JMC shall ensure that the rules for the Bid Process for the Project are applied in a non-discriminatory, transparent and objective manner. JMC shall not provide to any Bidder information with regards to the Project or the Bidding Process, which may have the effect of restricting competition.

5.19 Prohibition against Collusion with other Bidder

Each Bidder shall warrant by its Proposal that the contents of its Proposal have been arrived at independently. Any Bid which has been arrived at through consultation, collusion, or understanding with any other prospective Bidder for the purpose of restricting competition shall be deemed to be invalid and the Bidder shall lose its EMD. The format of the required anti-collusion certificate has been provided in Exhibit 7 of Section 8 of this RFP document.

5.20 Inducements

Any effort by a Bidder to influence processing of Bids or award decision by JMC, or any officer, agent or Advisor thereof may result in the rejection of such Bidder's Proposal. In such a rejection of Proposal, the Bidder shall lose its EMD.

5.21 Confidentiality

5.21.1 JMC shall treat all the proposals and documents submitted by the bidder along with the proposals, information and solutions submitted by the bidders as confidential, and shall take all the reasonable precautions that all those who have access to such material shall treat this in confidence. JMC will not divulge any such information unless it is ordered to do so by any authority, which has the power to require its release.



- 5.21.2 Each bidder shall, whether or not it submits a proposal, treat the RFP documents, information and solutions provided by JMC in connection with the bidding proceedings as confidential for a period of five (5) years from the issuance of the RFP documents. During this period, the bidder shall not disclose or utilize any such documents, information without the written approval of JMC or as required by law or any governmental authority.
- 5.21.3 JMC shall have the right to release the bid information provided by the bidders to its advisors for the purpose of bid evaluation and negotiations. Each bidder shall have the right to release these RFP documents to its advisors and to financial institutions for the purpose of proposal preparation, negotiations and financing. Both JMC and the bidder shall ensure that their advisors and/ or financial institutions treat this information in confidence.
- 5.21.4 Any information relating to examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with the bid process until the award to the successful bidder has been communicated.

5.22 Proposal Preparation Cost

The Bidder shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the Bidding Process. JMC shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding.

5.23 Earnest Money Deposit (EMD)

- 5.23.1 The bidders are required to pay an Earnest Money Deposit in the form of Demand Draft in favour of 'Jaipur Municipal Corporation', payable at Jaipur from any scheduled commercial bank having a networth of not less than Rs. 500 Crores.
- 5.23.2 The amount of EMD payable for participating in the process for each of the sites is as below:

S.No.	Name of the Site	EMD in INR
1	Aatish Market	1,75,00,000.00
2	Singh Dwar	50,00,000.00

- 5.23.3 The D.D. for EMD must be enclosed in the envelope containing the technical proposal. Any Proposal without EMD shall be liable for rejection. The amount of EMD shall not carry any interest.
- 5.23.4 The EMD shall be valid for a minimum period of ninety (90) days more than Bid Validity Period. Upon any extension of the Bid Validity Period, the validity of the EMD shall be extended by a corresponding period.



5.23.5 JMC shall have the right to reject the proposal, which does not include the Earnest Money Deposit. Such proposal shall be treated as non-responsive.

5.24 Return of EMD

5.24.1 The EMD paid by all the unsuccessful bidders except the second highest bidder shall be refunded to them without interest, within 30 days of issue of Letter of Award to the successful bidder; or after the date of expiry of validity of the proposal, unless the validity of the proposal is extended by mutual consent.

5.24.2 The EMD of the second highest bidder shall be refunded after the signing of the Agreement with the successful bidder.

5.24.3 The EMD of the successful bidder shall be refunded once it has furnished the Performance Guarantee for the particular site it is awarded as per Clause 5.26 in accordance with the terms of the RFP documents.

5.24.4 In addition to the above, JMC will release EMD of all the bidders in the event JMC decides to terminate the bidding process.

5.25 Forfeiture of EMD

The EMD shall be forfeited by JMC, in the following cases:

- a. The bidder withdraws or modifies his bid after the proposal due date
- b. Successful bidder fails to sign the agreement within the stipulated deadline
- c. Successful bidder fails to furnish the Performance Guarantee within the stipulated time.
- d. Any other condition as per the RFP

5.26 Performance Security

The Successful Bidder shall for due and faithful performance of its obligations during the prescribed period of 30 years (starting from the project completion date) for Operation and Maintenance of the Parking Infrastructure, provide to JMC, Performance Security in form of an irrevocable and unconditional Bank Guarantee (in the format prescribed in Exhibit 15 of the RFP) from any Scheduled Commercial Bank whose net worth is Rs. 500 Crores and above within fifteen (15) days of issuance of Letter of Award by JMC or before signing of the agreement, whichever is earlier. The Performance Security shall be released to the Successful Bidder as per provisions of the Development Agreement. The Performance Security payable for each of the sites shall be as under:



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S.No.	Name of the Site	PS in INR
1	Aatish Market	10,00,00,000.00
2	Singh Dwar	3,00,00,000.00

The bank guarantee must be renewed every year atleast 15 days before its expiry till the end of contract period

5.27 Communication between Bidders and JMC

All communication, unless specified otherwise, on this RFP documents to JMC shall be addressed to:

Chief Executive Officer
Jaipur Municipal Corporation
Pandit Deendayal Upadhyay Bhawan
Lal Kothi, Tonk Road,
Jaipur-302 014 (Rajasthan)

All communication to the Bidder shall be sent to the Authorised Representative & Signatory at the addresses mentioned in the covering letters to this RFP, unless JMC is advised otherwise in writing.

5.28 Interpretation of Documents

JMC will have the sole discretion in relation to:

- 5.28.1 The interpretation of this RFP, the proposals and any documentation provided in support of the proposals; and
- 5.28.2 All decisions in relation to the evaluation and ranking of proposals, whether or not to require any clarifications or additional information from the bidder in relation to its proposal and the selection of the successful bidder
- 5.28.3 JMC will have no obligation to explain its interpretation of this RFP, the proposals or their supporting documentation and information or to explain the evaluation process, ranking process or the selection of the successful bidder.

5.29 Pre-Bid Meeting

Pre-Bid meeting shall be conducted by JMC as per the schedule indicated in this document. The Bidders shall depute their representatives who should be competent / authorized to take on the spot decisions. JMC will hold a Pre-Bid Conference in order to clarify and discuss any provision(s) or requirement(s) with respect to technical/ commercial parameters of the Project, the RFP documents or any other related issues. Decisions communicated to the bidders after pre-bid or otherwise shall become part of



the RFP documents. Doubts on the specifications and/or any other issues shall be frozen after the Pre-Bid meeting.

5.30 Enquiries concerning the RFP Documents

- 5.30.1 To make the Pre-Bid Conference more productive, JMC encourages a careful review of RFP documents and preparation of the observations/ comments by the Bidder. The Bidders should send their comments in writing at least two (2) days prior to the date of Pre-Bid Conference. Inquiries/ comments received after the set time limit may not be addressed at the Pre-Bid Conference by JMC.
- 5.30.2 JMC, at its discretion, may respond to the inquiries submitted by any Bidder after the date of the Pre-Bid Conference. Such a response will be sent in writing to all the Bidders and will qualify as an “Addendum/Corrigendum”.
- 5.30.3 All inquiries should be submitted to the JMC in writing by a letter or facsimile transmission.
- 5.30.4 No interpretation, revision or other communication regarding this solicitation is valid unless in writing and is signed by either the Chief Executive Officer or an officer so designated by the Chief Executive Officer
- 5.30.5 Written copies of JMC responses, including a description of the inquiry but without identifying its source, will be sent to all the Bidder(s) and will qualify as an “Addendum/Corrigendum”.

5.31 Amendment of RFP

- 5.31.1 On the basis of the pre-bid conference and any further discussions with any/all bidder(s) which JMC may hold on its own discretion, JMC may make changes in the technical/commercial parameters for the project, which would be common for all bidders. Such changes in the technical / commercial parameters of the project will qualify as an “Addendum/Corrigendum”.
- 5.31.2 At any time prior to the deadline for submission of proposals, JMC may, for any reason, whether at its own initiative or in response to clarifications requested by bidder, modify the RFP by the issuance of an “Addendum/Corrigendum”.
- 5.31.3 The addendum/corrigendum will be sent in writing to all the bidders and will be binding upon them. Each such addendum/corrigendum shall become part of the RFP documents. The bidder shall promptly acknowledge the receipt thereof to JMC.
- 5.31.4 In order to offer prospective bidders a reasonable time to take into account an addendum/corrigendum while preparing their proposals, or for any other reason, JMC may, at its discretion, extend the proposal due date.



5.32 Equal Information Policy

- 5.32.1 Should any bidder raise a question, which is considered to be of general interest, JMC reserves the right to circulate both question and answer to all other respondents/ bidders. In this event, the identity of the bidder(s) raising the issue will not be disclosed.
- 5.32.2 JMC is providing, along with the RFP document the tentative designs and parking technologies along with specifications for developments proposed at each site. Bidders must consider these as the minimum expected standards of development. Any design/technology below this will not be entertained. However the bidders shall be given the flexibility to propose any upward revision in the said designs/technologies.

5.33 Proposal Due Date

- 5.33.1 JMC requires that proposals responding to this solicitation be submitted to JMC latest by 1500 hours on 25th November 2009 in the manner and form as detailed in this RFP. The proposals should be submitted at the following address:

Chief Executive Officer
Jaipur Municipal Corporation
Pandit Deendayal Upadhyay Bhawan
Lal Kothi, Tonk Road,
Jaipur-302 014 (Rajasthan)

- 5.33.2 Proposals submitted by either facsimile transmission or telex will not be acceptable. Any proposal received after the proposal due date shall promptly be returned unopened to the bidder that submitted it.
- 5.33.3 JMC may, in its absolute discretion and prior to the proposal due date stated above, extend the deadline for submission of the proposals. Notice of any extension of the proposal due date shall be given promptly to all in the form of a supplementary advertisement notice on the website of JMC.
- 5.33.4 All Inner and Outer packages shall indicate the name and address of the single Bidder / Lead Partner of Joint venture to enable the Proposal to be returned unopened in case it is declared late or is otherwise not accompanied by the other Bid Documents.
- 5.33.5 If the envelopes and the packages are not sealed, marked and addressed as required above, JMC shall assume no responsibility for the Bid's misplacement or premature opening of the Proposal.



5.34 Bid Validity Period

- 5.34.1 The Bids/Proposals shall be kept valid for a period of one hundred twenty (120) days from the stipulated last date for submission of proposals. The overall offer for the assignment and bidders quoted premium shall remain unchanged during the period of validity. In case the Bidder withdraws, modifies or changes his offer during the bid validity period, the Earnest Money Deposit paid by him shall be forfeited without assigning any reason thereof.
- 5.34.2 JMC may request one or more extensions of the Bid Validity Period for a Bid/Proposal for a total period of up to two hundred forty (240) days from the Proposal Due Date. To make such request, JMC shall give a notice in writing to the Bidders at least fourteen (14) days prior to expiration of the Bid Validity Period. If any Bidder does not agree to the extension, it may withdraw its Proposal without forfeiting its EMD by giving a notice in writing to JMC of its decision prior to the expiration of such extended Bid Validity Period. In case, JMC does not receive any written notice of withdrawal prior to expiration of the Bid Validity Period, the requested extension shall be deemed to have been accepted by the Bidder(s).
- 5.34.3 The Bid Validity Period of the Successful Bidder shall be automatically extended till the date on which the Development Agreement is signed and is in force.
- 5.34.4 When an extension of the Bid Validity Period is requested, Bidders shall not be permitted to change the terms and conditions of their Proposals.

5.35 Rejection of Proposals

- 5.35.1 JMC reserves the right to accept or reject any or all proposals without giving or assigning any reason for its decision.
- 5.35.2 Proposals are liable to be rejected in case any of the particulars / prescribed information is either missing or incomplete in any respect and/or if the prescribed conditions are not fulfilled.
- 5.35.3 Canvassing in connection with the tender is strictly prohibited and proposals submitted by the bidders who resort to canvassing are liable to be rejected.
- 5.35.4 Proposals not adhering to the conditions set out in this RFP and not in conformity to the formats of submission are liable to be rejected.

5.36 Right to Accept or Reject Any or All Bids

Evaluation of Proposals shall be at the sole discretion of BEC and no suggestion and/or communication shall be entertained in this regard. JMC reserves the right to reject or accept and to annul the Bidding Process and reject all Bids/Proposals at any time prior to the award of contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the ground for JMC's action.



5.37 Technical Qualification

5.37.1 The marking system in Section 5.39 is for the site at Singh Dwar. The slabs for the marking system for Aatish Market are mentioned in multiples of those for Singh Dwar under the Note to Marking system in Section 5.39

5.37.2 For the purpose of this RFP, the bidder which could be single entity or a joint venture shall be evaluated on the following:

- a. Development or construction of core infrastructure projects (either individually or as a partner of a Joint Venture Company)
- b. Development or construction of similar Infrastructure projects (either individually or as a partner of a Joint Venture Company)

5.37.3 Documentary proof is required to be submitted along with experience claimed by the bidder. The following documentary proofs must be submitted by the bidder at the time of Proposal submission:

- a. Completion Certificates from the client for the Experience claimed in case of completed projects. The completion certificates should be duly referenced to the experience claimed.
- b. Contract Agreements of projects which are awarded and under execution along with a certificate from the client regarding the stage of the project in terms of percentage completion
- c. Only in certain cases, where Completion Certificates are not available JMC may consider the Certificate on the letter head of the company duly countersigned by a Chartered Accountant specifying the scope of work, project cost, amount invoiced, concession framework and consideration. However this should be accompanied with relevant contract agreements.

5.38 Examination of Proposals

5.38.1 BEC will examine all the Proposals to determine whether they are complete in all respects as specified in RFP Document supplied to the Bidders.

The Proposals submitted by Bidders shall be initially scrutinized to establish "Responsiveness". A Proposal shall be deemed "Responsive" if it satisfies all of the following requirements:

- a. It is received by the due date specified;
- b. It includes requisite information for it to be evaluated and is in the formats specified;
- c. It is signed, page numbered, bound and sealed in the manner and to the extent indicated in this RFP;



- d. It is accompanied by a valid Earnest Money Deposit ;
- e. Envelope A contains all information as provided in the checklist of this RFP document.
- f. Envelope A should not contain financial proposal

A Proposal not satisfying any of the above conditions shall be deemed to be Non-Responsive. Only those proposals will be technically evaluated which conform to the minimum requirements as stipulated above.

5.38.2 Technical Proposals

Technical Proposals received and found valid will be evaluated by BEC to ascertain the best proposal in the interest of JMC for the complete works/services under the terms of reference, specifications and documents. The Bidder should take enough care to submit all the information sought by JMC in the desired formats. The technical proposals will be evaluated out of total 100 Marks. It is mandatory to score atleast 60% marks overall to be eligible for opening of the financial proposal and such bidders who score 60% marks in the technical proposals will be referred to as Technically Evaluated Responsive Bidders. The marking system for technical proposal is set out in Clause 5.39.

5.38.3 Financial Proposals

The Bidder will minimum funding requirement from JMC as stipulated in the format of financial proposal(s) along with relevant breakup as per Exhibits 14A and 14B) and outlined in Clause 5.13. Significant lack of clarity on any item as called for above could lead to the proposal being rejected, if it hinders a uniform evaluation process, even if the proposal meets all other bidding and technical criteria.

Those pre-qualified applicants who secure 60% or more in the technical proposals shall only qualify for consideration of opening of financial proposals. Financial proposals of all qualifying bidders will be opened for which intimation will be given to all pre-qualified bidders (Technically Evaluated Responsive Bidders) who, if they so desire, can remain present.

5.39 Marking System

The Proposed Marking System for evaluation of proposals is given below. This marking system is for the site at Singh Dwar.



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Evaluation Criteria		Maximum Marks
A	Organization Related (15 Marks)	
A1	Year of Incorporation/Operation of the Lead Partner or Sole Bidder	7
(i)	Less than 3 years	0
(ii)	3 years – less than 5 years	4
(iii)	5 years – less than 7 years	6
(iv)	7 years and more than 7 years	7
A2	Organization Status	8
(i)	Jt. Venture Company	4
(ii)	Pvt. Ltd. Company	6
(iii)	Public Limited Company	8
B	Financial Status of the Sole Bidder/Joint Venture (20 Marks)	
B1	Average Annual turnover during last 3 years starting 2006-07 to be adjusted for cost increase by 8% p.a.	10
(i)	Less than Rs. 10 Crores	0
(ii)	Rs. 10 Crores to less than Rs. 15 Crores	4
(iii)	Rs. 15 Crores to less than Rs. 20 Crores	6
(iv)	Rs. 20 Crores to less than Rs. 25 Crores	8
(v)	Rs. 25 Crores and above	10
B2.	Networth (Share Capital+Reserves & Surplus-Accumulated Losses if any)	10
(i)	Less than Rs. 5 Crores	0
(ii)	Rs. 5 Crores to less than Rs. 10 Crores	4
(iii)	Rs. 10 Crores to less than Rs. 15 Crores	6
(iv)	Rs. 15 Crores to less than Rs. 20 Crores	8
(v)	Rs. 20 Crores and above	10
C	Experience (45 Marks)	
C1	Experience in development of Parking Spaces with Semi-Automated/Automated Car Parking Systems with no. of ECS as below:	15
(i)	Less than 50 ECS	0
(ii)	50 ECS to less than 100 ECS	6
(iii)	100 ECS to less than 150 ECS	9
(iv)	150 ECS to less than 300 ECS	12
(v)	300 ECS or more	15
C2	Experience in Development of Real Estate Projects, Industrial / Commercial Development, Civil Construction of Buildings in last 5 years (cumulative built up space).	10
(i)	Less than 5000 sq. m of built up space	0
(ii)	5000 sq. m to less than 7500 sq. m of built up space	4
(iii)	7500 sq. m to less than 10000 sq. m of built up space	6
(iv)	10000 sq. m to less than 15000 sq. m of built up space	8
(v)	More than 15000 sq. m of built up space	10
C3	Experience in development of Parking and/or Real Estate Projects on Public Private Partnership basis having a project cost in Rs. as under:	10
(i)	Less than Rs. 5 Crores	0
(ii)	5 Crores to Less than Rs. 10 Crores	4
(iii)	10 Crores to Less than Rs. 25 Crores	6
(iv)	25 Crores to Less than Rs. 50 Crores	8
(v)	50 Crores or more	10



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C4	Experience in Operation & Maintenance of Parking Spaces with Semi-Automated/Automated Car Parking Systems:	10
(i)	Less than 50 ECS	0
(ii)	50 ECS to less than 100 ECS	4
(iii)	100 ECS to less than 150 ECS	6
(iv)	150 ECS to less than 250 ECS	8
(v)	250 ECS or more	10
C5	Area in sq. m proposed to be earmarked for parking facility. Marks will be given on proportionate basis. Bidder proposing the highest area for parking space will be awarded 10 marks and the other bidders will be awarded the marks on proportionate basis as per S. no. 5 in note below. This area mentioned shall align with the architectural plan in the presentation as per D below.	10
D	Presentation	10
	Architectural Design, Quality Assurance, Approach to Operation and Maintenance of Parking Spaces. (Hard Copies of Designs to be submitted) Note: The presentation has to specifically address the above issues practically and should not be based on general theory or what is submitted in the proposal.	
Total		100

Note:

1. *The marking system is for the site at Singh Dwar. The Slabs for the marking system for other sites shall be as per the specified multiples of those mentioned in Singh Dwar as below:*

S. No. of Marking System	Aatish Market
A1	Same as Singh Dwar
A2	Same as Singh Dwar
B1	3 times that of Singh Dwar
B2	3 times that of Singh Dwar
C1	3 times that of Singh Dwar
C2	3 times that of Singh Dwar
C3	3 times that of Singh Dwar
C4	3 times that of Singh Dwar
C5	Independent of Singh Dwar

2. *For the purpose of evaluation the experience of all the members of the bidding entity will be considered. In case of ongoing assignments the certificates must be made available from the client regarding the status of the same along with a copy of complete contract agreement.*
3. *In case of a JV, the consolidated strength of all the JV Partners (including Lead Partner) shall be considered. In the case of Financial Status of the company as per Part B of the Marking System, strength of the JV Partner in proportion to the proposed equity investment in the JV shall be considered.*
4. *The Eligible Bidders who score more than 60 marks on the above proposed marking system would be referred to as Technically Evaluated Responsive Bidders.*



5. For marks in C5

- Bidder proposing the maximum area in sq. m for parking shall be awarded 10 marks
- Any other bidder will be awarded marks as calculated below;

Marks awarded = $10 \times \text{Area for parking proposed by the bidder (sq. m)}$

$\frac{\text{Maximum area proposed by any bidder (sq. m)}$

5.40 Clarifications

JMC reserves the right to call for additional information/clarifications from the bidders.

5.41 Successful Bidder

The Technically Responsive Bidder quoting the lowest funding requirement to JMC in the financial proposal will be selected as the successful bidder. For the purpose of computation the quote for O&M part shall be discounted by the bidder at 8% p.a. to arrive at total quote.

5.42 Letter of Award (LOA)

Subsequent to the evaluation of proposals and declaration of the successful bidder, JMC, will notify the successful Bidder in writing by issuing a LOA that its Bid has been accepted and the project would be awarded to it subsequent to fulfilling the other conditions and payment of premium to JMC within stipulated deadlines.

5.43 Award of Contract

The contract for the assignment would be awarded to the best qualified and responsive Bidder offering the bid in conformity with the requirements of these specifications and documents and JMC shall be the sole judge in this regard depending upon the marks obtained by each bidder in accordance with Clause 5.38 and Clause 5.39 of the RFP.

5.44 Signing of the Agreement

5.44.1 The successful bidder will be required to sign the Agreement within a maximum period of 15 days from the date of issuance of Letter of Award (LOA) by JMC. All the supporting documents including RFP Documents, Amendments to RFP Documents (if any) shall be submitted along with the Response to RFP. Until the contract is signed, the LOA shall remain binding amongst the two parties.

5.44.2 **Date of Commencement:** Date of Commencement of Construction by the successful bidder/developer shall be the Effective Date i.e. the date on which all the conditions precedent are fulfilled by both the parties or waived off in writing. This Date of Commencement of Works shall be treated as the Date of



Commencement for all practical purposes unless explicitly specified otherwise. For Operation and Maintenance of Parking lots the Date of Commencement shall be the Project Completion Date (date on which construction is completed and certificate to that effect is obtained from JMC). Work Order shall be issued by JMC after execution of the Agreement.

- 5.44.3 The RFP document Volume I, RFP Volume II, RFP Volume III, any amendments to the said documents, Addendums, Corrigendum, Minutes of Pre-Bid Meeting and any other document issued in relation to the contract shall form part of the Agreement.

5.45 Sources of Funds

The responsibility to raise funds for the Project would entirely and solely rest with the Successful Bidder with funding from JMC only to the extent accepted by JMC as per the financial quote of the bidder.

5.46 Issue of Bid Documents

- 5.46.1 Please note that RFP documents shall not be supplied or dispatched by post, courier, etc. and interested bidders are requested to collect the bid documents and submit the proposals to the office of the Chief Executive Officer, Jaipur Municipal Corporation, Jaipur. The RFP documents can also be downloaded from the website of JMC i.e. <http://www.jaipurmc.org>. RFP documents shall be available from 30th October 2009 to 25th November 2009 on payment of Rs. 2000/- (Rupees Two Thousand Only) by way of demand draft in favour of Jaipur Municipal Corporation payable at Jaipur. In case the RFP document is downloaded the Bid Document Fee Demand Draft shall be enclosed with the Technical Proposal.

The Bids should be delivered to:

Chief Executive Officer

Jaipur Municipal Corporation
Pandit Deendayal Upadhyay Bhawan
Lal Kothi, Tonk Road,
Jaipur-302 014 (Rajasthan)

- 5.46.2 However, bidders should note that in case of proposals sent through courier or post, JMC shall not be responsible for late receipt of proposals. Proposals received late will not be considered. JMC will also not be responsible for any tampering, damage of sealed envelopes or missing documents from the envelopes, if any, sent by post or through courier.



5.47 Schedule of Tendering Program

Issue of RFP documents	30 th October, 2009 to 25 th November, 2009 between 1100 hours to 1700 hours on all working days and upto 1200 hours on 25 th November 2009
Last date for sending the pre-bid queries	17 th November, 2009 upto 1700 hours
Pre-bid meeting	19 th November, 2009 at 1500 hours
Last date of submission	25 th November, 2009 upto 1500 hours
Date of Opening of Technical Proposals	25 th November, 2009 at 1600 hours, if possible
Opening of Financial Proposals	To be informed separately to the bidders
Note: No offer will be accepted after the last date & time of submission.	

The Bidders are requested to go through (i) Instructions to Bidders, (ii) Terms of Reference, (iii) Service Level and Technical Specifications and (iv) List of Various Enclosures to be submitted by them along with complete RFP document and the scope of work under to be performed by them. The bidders should fully inform themselves of all the terms & conditions, scope of work and the local conditions of this project.

Chief Executive Officer
Jaipur Municipal Corporation



6. TERMS OF REFERENCE

6.1 Need for the Project

Jaipur is one of the fastest growing mega cities of the country with an annual average growth rate of 4.5% where as the national urban growth rate is only 2%. With its current growth trend, it is likely to supercede many other cities. Due to this Jaipur is facing several infrastructure problems, where one of the major problems is the lack of adequate parking spaces.

Parking is a major issue in the walled city area and an emergent issue in the rest of the city. The tendency in Jaipur is of commercialization along the main roads. Initially, the plots along these roads were residential in nature but with increasing land value and traffic on these roads, they got commercialized. The commercialization led to an increase in parking demand along these roads which in turn reduced the effective carriage way. The problem of unorganized on-street parking has resulted in narrowing the already narrow roads of the city leading to traffic congestion. The addition of new vehicles on road everyday has further aggravated the problem.

There is ever increasing pressure on the roads in walled city due to encroachment, excessive commercialization and vehicular movement. Lack of proper Traffic Management in the city is adding to the woes. Inadequate infrastructure facilities near and around the tourist places exert additional pressure on the existing infrastructure available for other purposes. Further, the consequence of inadequate public transportation has been a significant growth in the number of vehicles in the city and district as a whole whereas the infrastructure in terms of roads and parking spaces has not been augmented proportionately.

The economic profile of the city suggests that although the city has tremendous potential to emerge as an economically developed city, it is nevertheless beset by several constraints. Walled city is still the center of many economic activities despite poor infrastructure facilities. Also there are no organized commercial spaces for retail markets. Traditional bazaars in the walled city have reached saturation levels with respect to infrastructure and spaces. Inflow of tourists is fluctuating and there is a dearth of tourism infrastructure near the tourist spots which needs to be augmented. Parking and traffic management in the walled city and public transport system as a whole are also very poor and need to be improved.

The city has an uneven distribution of population. The walled city despite the lowest area has the largest density of population. Similarly, the JMC area is showing trends of densification that might lead to high levels of burden on the infrastructure. Infrastructure provision becomes a crucial concern in the high density areas.



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The population of the city is in a dynamic stage i.e., it is expected to grow further in the coming decades. Planning for infrastructure especially housing, water supply, transportation, parking and sanitation would be crucial.

6.2 Objective of the Project

The objective of this project is to improve the parking infrastructure for the rapidly increasing urban population and also to provide essential facilities and services across the fast growing city through Public Private Partnership (PPP). The Jaipur Municipal Corporation (JMC) intends to undertake the development of Multilevel Parking Spaces along with commercial development at 2 identified sites in the city of Jaipur as below:

- a. Aatish Market
- b. Singh Dwar

To expedite development JMC decided that implementation of projects will be on PPP mode.

6.3 Scope of Work and Site Details

The Successful Bidder has to carry out the developments on one or both the sites mentioned in Section 6.2. The developments shall comprise of civil construction of basements (where required), commissioning of parking modules in the basements and over the surface (as the case may be), construction of commercial only to the extent permissible in Aatish Market, staircases, elevators, lifts, and public utilities and other supporting infrastructure. The developer has to do the Operation & Maintenance of the Parking Lots for a period of 30 years after the construction period starting from project completion date.

6.3.1 Area Details

Area details of the 2 sites under consideration are as below:

S. No.	Site/Location	Area Sq. m
1	Aatish Market	7098
2	Singh Dwar	2205

6.3.2 Development Obligations

- a. On the sites the Successful Bidder shall make arrangements and provide at all times car parking spaces for commuters
- b. The minimum no. of ECS that are required to be provided by Successful Bidder and the approximate area for Commercial Development is as follows.



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Concept plan is provided in Volume III of the RFP for reference which shall be the basis of Financial Proposal.

S. No.	Site/Location	Minimum no. of ECS Successful bidder to develop	Commercial Development	Parking Infrastructure	Approximate Commercial built up area Sq m
1	Aatish Market	1800	Only 500 sq. m in the basement level 1. Baradari structure to be replicated and used as open restaurant for 30 years	3 basement levels. Partly on ground surface.	1000 sq. m 500 sq. m in basement Level L1 with similar margin area of 500 sq. m of Baradari
2	Singh Dwar	500	No commercial	2 levels of basement.	0

- c. While undertaking development of the Project, the Successful Bidder shall adhere to the latest amended National Building Code of India, other relevant IS Codes and practices, Development Control Rules, FSI Limits, statutory requirements, laws of land, the principles of good industry practices and any other norms as applicable from time to time.
- d. Parking shall be managed and maintained by the Successful Bidder to the satisfaction of JMC for the entire period of 30 years after the date of commissioning. Maintenance of the parking facility including annual maintenance and all repairs with spare parts, furniture, fixtures and fittings required thereof will be done by the Successful Bidder for the duration of the contract and the developer shall ensure that all the systems are in working condition for the period of contract. Initial parking charges as well as increase in the parking tariff within reasonable limit (maximum 5% year on year) shall be affected only after approval from JMC.
- e. The Parking area shall be equipped with modern parking management system consisting of required gadgets like sensors, video camera, computers, security systems, signage etc. to guide commuters/public towards vacant parking area/floor for its smooth operation including efficient collection system of parking charges. All these components are to be maintained and ensured to be in working condition by the developer for the period of 30 years from project completion date.
- f. Parking shall be available for genuine commuters round the clock. The parking hours and parking charges shall be displayed at all entry/exit locations of the parking area. The developer shall get the parking charges approved from JMC and shall be as under:



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First 2 hours	20 Rs
Every additional 2 hours	10 Rs. Subject to a maximum of 50 Rs.
Full Day	50 Rs.
Monthly Pass	800 Rs.

For 2-wheelers the parking charges shall be 50% of the above charges. An annual increase of 5% may be considered on the existing charges.

- g. Bidders are required to submit proposed layout drawing for all parking floors showing no. of ECS accommodated.
- h. The Successful Bidder is required to provide approach to the basement level parking through ramps and minimum 2 exits should be provided.
- i. The Successful Bidder is required to carryout commercial development as per the permissible norms and DCR. The bidder is required to undertake commercial development such as shopping mall, hypermarkets/ shopping complex, retails showrooms for consumer goods/garments/electronics, restaurants, food courts/supermarket/ departmental store, ATMs etc depending on the characteristics of the surroundings and demand to realize maximum revenue.
- j. Developer is required to construct the above mentioned facilities within period of twenty-four (24) months from the effective date as per the agreement. The successful bidders shall Design, Build, Finance, Operate and Transfer Multi Level Parking at Sites and allied facilities on the plot earmarked for the purpose. The developer shall have to maintain the parking lot for a period of 30 years from the project completion date. At the end of said period or sooner termination of this Agreement for any reason whatsoever all rights given under this Development Agreement shall cease to have effect and the Site and Project Facility with all the furniture and fixtures and other assets permanently attached to the Project Facility shall revert to JMC without any obligation to JMC to pay or adjust any consideration or other payment to Developer.
- k. The commercial area constructed by the developer will be available to the developer for 95 years lease from the date of signing of Agreement. Sub tenancy shall be done after taking prior NOC from JMC for each such agreement with the subtenants.
- l. The developer shall pay all the statutory taxes and shall be responsible for all the approvals from the relevant authorities. JMC shall act as a facilitator in getting the requisite approvals
- m. The developer shall be responsible for any defect in construction of civil structures and malfunctioning of mechanical systems for the entire O&M period.



Note:

In case of Aatish Market the total permissible commercial as specified above shall not exceed 1000 sq. m. (including the area of the replicated Baradari)

6.4 Consideration and Revenue for the Developer

The developer shall accrue revenue from the following sources:

1. Revenue accruing from parking charges
2. Commercial space at Aatish Market on Concession for a period of 30 years from project completion date.

Bidders are required to consider all the above revenue streams while preparing their financial proposals. JMC is also providing, along with the RFP document, the tentative designs and parking technologies (overground puzzle and pit puzzle) along with specifications for developments proposed at each site. Bidders must consider these as the minimum expected standards of development. Any design/technology below this will not be entertained. However the bidders shall be given the flexibility to propose any upward revision in the said designs/technologies.



7. TECHNICAL SPECIFICATIONS

7.1 Parking Structure Design Specifications

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

Table 7.1 – Design of Parking Structure

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

Table 7.2 – Covenants

S. No.	Type of Parking	Item Description	Covenant
1	Manual parking	Construction below ground	Should not exceed three basement levels
2	Manual parking	Height of parking without elevators	Should not exceed three floors
3	Manual parking	Height of each basement floor	Clear Floor height Should not less than 3.6 m
4	Manual / Semi-Automatic (required human intervention in vehicle handling below ground)	Depth of construction below ground	Should not exceed three basement levels or 12.0 m below ground whichever is less.
5	Manual parking	Space for calculation one ECS including circulation within parking structure.	Not less than 28m ² per ECS for ground floor covered parking and 32m ² per ECS for underground
6	Manual parking / semi automatic	Parking bay/slot dimension per car space	Not less than 5.6 m long and 2.4 m wide.
7	Automatic / Semi-automatic (if mechanical parking bays are proposed)	Space per ECS including circulation	Not less than 16 sq. m
8	Manual parking semi-automatic	Air conditioning	Preferable but not mandatory. However,



Development of Multi Level Parking Spaces in Jaipur City on Design, Build, Finance, Operate and Transfer Concession Framework.

			mechanical ventilation must be provided to permit a minimum of 15 air changes per hour for normal ventilation and 30 air changes per hour in case of fire or distress call.
9	Fully automatic	Retrieval time	Not more than 3 minutes
10	Semi automatic (operator assisted)	Retrieval time	Not more than 5 minutes
11	Manual / semi automatic (if ramps is provided)	Gradient of ramp	Not steeper than 1:6 ratio with minimum transition space of 5 m at termination of the ramp
12	Manual / Semi-automatic	Width of ramp	Minimum of 6.5 m width for two way traffic and only 4.5m for one way traffic
13	Automatic / semi-automatic (if car lifts are used)	Number of car lifts	A minimum number of 3 cars lifts for entry and exit with atleast one lift for entry one lift exit and one as stand by.
14	Manual / Semi-automatic / automatic	Carriageway of pavement for circulation space within parking facilities	Not less than 4.5 m, if one way, and not less than 6.0 m if it is two ways flow.
15	Automatic/ semi-automatic	Power back up	Not less than 100% with automatic switch over mechanism
16	Automatic/ semi-automatic	Sound emission	Not more than 40 db

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

7.2 Column Centers

In a modern car park there should be no columns to impede access to parking spaces. In basement car parks this is difficult but not impossible to achieve. While using the standard grid within the construction there will be an advantage by using adequate free space between columns which will allow for three car spaces. Designers should allow



for adequate clear space between column edges so that full width spaces are available to patrons.

7.3 Head Clearance

Flat ceilings are preferable in all car parks. Structural beams should not be located in the vicinity of parking spaces, and if this cannot be avoided then allowance must be made not only for the height of car roofs but also for the height of hatchback doors which swing up.

For underground puzzle parking (module of 9) and puzzle parking (module of 6) clear space required (3.6 m) shall be excluding the beam spaces.

7.4 Entry and Exit Area Specifications

7.4.1 Location

Location of the Entry and Exit Areas and of the driveways along with their connection to the road system should be made properly and atleast two exits are required to be provided for access to and from the basements at each site. Besides the ramps for vehicles the developer is obligated to provide atleast 2 elevators and 2 staircases for movement of users from basements to ground level at convenient locations.

7.4.2 Size

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

7.4.3 Components

- a. Motion detectors and CCTV cameras or similar devices shall be installed inside the Entry and Exit Areas to ensure that no person or animals are inside the Entry and Exit Areas or vehicle when the machine starts moving. Cameras shall be installed to record digital photos of the physical condition of the car entering and exiting the premises. The images are also helpful to locate cars for drivers with a lost ticket and to validate damage claims as well as to detect any suspicious activity in the parking area.
- b. The Entry and Exit Areas entrance doors shall be mounted, secured and operated safely, isolating the passengers from the Entry and Exit Areas during movement of the machinery and vehicles. Safety locks / emergency switches shall be installed to stop any machinery if a person or animal is detected in this area.



- c. Recesses in the floor area shall be minimized to the need of guiding the drivers in the “drive-in” process. All other areas shall be flat for pedestrian traffic. Gaps between moving parts and platforms need to be limited as per Applicable codes.
- d. All Entry and Exit Areas must comply with disability requirements.
- e. The driveways for inbound and outbound traffic shall be designed to provide sufficient queuing spaces; simple visual signage and guidance shall clearly direct approaching traffic off the street and into the Entry and Exit Areas. Respective commands via a visual message centre shall be applied inside the Terminals for the drivers in such manner that an easy use of the system is possible.
- f. Inbound / outbound traffic crossing shall be prevented.
- g. Inside and outside Entry and Exit doors shall be provided to prevent drivers and animals from coming into contact with any moving elements of the system.
- h. As Entry and Exit Areas are the exchange station of the Parking Structure, special attention shall be directed to ease the “drive-in” and positioning of the car by the drivers (preferably by means of physical aids)
- i. Means of catching of debris and drippings from the incoming cars shall be applied to avoid such drippings to cars and machinery inside the terminals, during transportation and storage inside the system.
- j. The Ticketing Station or access system shall be located outside the Entry and Exit Areas on the right side of the inbound traffic.
- k. If the system has installed radio frequency access system, the readers shall have enough range to detect approaching vehicles from at least 9 meter outside of the Entry and Exit Areas.
- l. **Lobby Space:** The Automated Facility shall be equipped with sufficient lobby space to hold the expected peak accumulation of drivers waiting for retrieval of their cars. The pay stations or other access readers shall also be located inside the Lobby. Also sufficient electronic message centers shall be provided to guide the drivers to the respective location to meet their car. Minimal/ essential public convenience - 5 urinals, 2 W.C., 3 washbasins with mirror, 1 ladies toilet with washbasin (mirror) along with 4 nos. drinking water fountains shall be provided in the Parking facility, in the near vicinity of the Lobby. The operator room shall be located near the Lobby to enable the operator to assist drivers and to oversee the operation of the Parking Structure.



7.5 Throughput Capability

The throughput of a system is the minimum number of cars a system can store or retrieve (measures in by any random one way traffic), in the timeframe of one hour. Dwell time is defined as the total time a driver takes to drive into the system, leave the car, exit the system and buy a parking ticket. In case of exiting the system, Dwell Time is the time taken by the driver to return the parking ticket, identify his car, and drive it out of the system. A reasonable average dwell time (entering/exiting) of 30 seconds per car driving into the Entry and Exit Areas can be assumed if physical drive-in guidance is provided. In the absence of such physical guidance system, an average dwell time of 60 seconds shall be considered.

7.6 Fire Safety

- a. Fire safety measures as recommended in applicable codes shall be implemented.
- b. Provisions shall be made in the Parking Facility that leakage of fuel tanks or other flammable fluids are collected during transportation and storage of the vehicle.
- c. Construct the 'Parking Facilities' structure and the equipment with non combustible construction. In addition, those portions of the facility used for the transport and / or storage shall have a finish of non-absorbent, non-combustible material. Where the Automated Parking Facility is located below a building, 2-hour fire resistance rated separation shall be provided between the Automated Parking Facility and the adjacent space use.
- d. As the nature of an Automated Parking facility provides the means to transport a vehicle without human interference, provisions shall be provided to detect a vehicle on fire and to transport it to a fire extinguishing cell at a space on ground floor, easy accessible for fire fighters.
- e. Developer shall make all provisions in the construction as per the Relevant Fire Safety Act as well as take all measures as per the rules and regulations including guidelines from Central Government, State Government and drafted by the ULB and any agency appointed by the government on the subject.

7.7 Ventilation/Air Conditioning

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



- b. The storage area of the System in which no driver enter but only maintenance crews, may be unconditioned space although some ventilation emissions is required inside the storage area. Depending on the design of the Entry and Exit Areas, a ventilation of emissions may be required in that area.

7.8 Lighting/Accessibility for Maintenance

- a. Lighting in areas accessible to the drivers / public shall be properly illuminated.
- b. Old recommendations on internal lighting standards e.g. of 50 lux, have long ago been discarded by the industry and replaced by minimum standards of 100 lux and 250 to 350 lux at entrance/exits. White fluorescent bulbs provide the best quality of light. Tungsten lamps generally give yellow tints and leave "cave" effects unless used in high densities. Lighting in stairwells and lobbies need to be to a very high specification to minimize perceptions of personal isolation.
- c. The parking structure shall be designed such, that maintenance personnel has access to all storage spaces, machinery and electronic components in a safe manner. The usage of harnesses is acceptable as long as OSHA criteria are followed.
- d. Graphical User Interface/ON – Line Support:
- e. Automated parking Facilities shall be furnished with a Graphical User Interface (hereafter referred as "GUI") or Human Machine Interface (hereafter referred as "HMI"). This interface shall be positioned in the Control-Room. The GUI shall show the geometry of the entire system with occupancy and all installed machines moving in real time. The GUI shall be capable of running fully automated without human assistance; it shall have manual and maintenance mode and the capability of System Diagnostic of all critical mechanical, electrical and electronic equipment.
- f. The parking facility shall have an installed and all time workable capability to the manufacturer / technical operator with a short response time to handle any alarms generated by the system.

7.9 Diagnostics

- a. Automated Systems may include a Graphical User Interface (GUI), or Human Machine Interface (HMI). These devices are computer models of the layout of the Parking Facility illustrating the movement of the various



transport devices within the Parking Structure and Entry and Exit Areas and are designed into the software and displayed on the computer screen. This interface shall be positioned in the control-room. The GUI shall show the geometry of the entire Parking Facility with actual occupancy and all installed machines reflecting real time movements / positions of machinery and stored vehicles.

- b. The GUI, shall be capable of running fully automated without human assistance; it shall have manual mode and maintenance mode operations and the capability of System Diagnostic of all critical mechanical, electrical and electronic equipment components.
- c. The Parking Facility may have an installed and real time, on-line connection to the manufactures / technical operator which allows for resolution of most errors remotely with a short response time in reaction to any trouble alarms generated by the system.
- d. The Parking Facility shall be capable of reporting false alarms in different classes according to their severity for the System functionality. It shall report the need of component checks for proper performance of the different components. Preferably, a hotline support line shall be implemented to enable a remote system support.

7.10 Lines of Sight

Personal security is greatly enhanced in car parks where lighting levels are high and clear lines of sight are designed into a facility e.g. at access points to lift lobbies, stair lobbies, at corners on pedestrian routes. In addition all doors, including lift doors, should have large glass panels, all walls should have large glass windows so patrons can check whether it is safe to pass through or not. Structural walls can have 'openings' cut into them, to increase natural light penetration and improve sight lines

7.11 Lifts

Thirteen-person lifts are increasingly essential if any reasonable comfort is to be provided, and these need to be in pairs. Smaller lifts do not meet the needs of people with shopping trolleys or baby buggies or large bags/packages.

7.12 Stairs

In all car parks, there are significant numbers of patrons who refuse to use lifts, and so all stairs should be designed to a high standard to accommodate this and should be alarmed for easy access in the event of a fire.



7.13 Scale

The size or capacity of a car park needs to be directly related to the likely peak demands for parking in the immediate vicinity of the site. Patrons will not normal walk more than 180 metres (2.5min) from their car to their destination.



8. EXHIBITS

Exhibit 1: Acknowledgement of Receipt of Request for Proposal and Notice of Intent to submit the Techno-Commercial Proposal

(To be provided on the letterhead of the Bidder)

Date:

The Chief Executive Officer
Jaipur Municipal Corporation
Pandit Deendayal Upadhyay Bhawan
Lal Kothi, Tonk Road,
Jaipur-302 014 (Rajasthan)

Dear Sir,

Sub: Acknowledgement of Receipt of Request for Proposal and Notice of Intent to Submit the Techno-Commercial Proposal for selection of Developer for Design, Build, Finance, Operate and Transfer of Multilevel Car Parkings at 2 sites in Jaipur City.

The undersigned, in his capacity as the Authorised Representative & Signatory of **<Name of the Bidder>**, hereby acknowledges the receipt of the Request for Proposal Documents from JMC and gives notice of its intent to submit the Techno- Commercial Proposal. The undersigned confirms that the Bidder is in the possession of the entire Request for Proposal Document.

Thanking You,

Yours Sincerely,

For and on behalf of : (name of the Bidding Company / Lead Partner and the Company Seal)

Signature : (Authorised Representative & Signatory)

Name of the Person :

Designation :



Exhibit 2: Format of Covering Letter

[On the Letter Head of the Bidder (in case of Single Bidder) or Lead Partner (in case of a Joint Venture)]

Date: -----

The Chief Executive Officer
Jaipur Municipal Corporation
Pandit Deendayal Upadhyay Bhawan
Lal Kothi, Tonk Road,
Jaipur-302 014 (Rajasthan)

Sub: Techno-Commercial Proposal for selection of Developer for Design, Build, Finance, Operate and Transfer of Multilevel Car Parkings at 2 sites in Jaipur City.

Sir,

Please find enclosed one (1) original of the Techno-Commercial Proposal + one (1) copy of Financial Proposal in respect of Selection of Successful Bidder for Design, Build, Finance, Operate and Transfer of Multilevel Car Parkings at 2 sites in Jaipur City in response to the Request for Proposal (“RFP”) Document issued by Jaipur Municipal Corporation (“JMC”) dated _____

We hereby confirm the following:

1. The Techno-Commercial Proposal is being submitted by (name of the bidding Company/ Lead Partner) who is the Bidding Company/Lead partner of JV Comprising (mention the names of the entities who are the JV Partners), in accordance with the conditions stipulated in the RFP.
2. As the Bidding Company/Lead Partner of JV (in case of a Joint Venture), we hereby confirm to abide by the roles and responsibilities assigned to as per the MOU/JV Agreement between the JV partners and as outlined in this RFP.
3. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by JMC and in any subsequent communication sent by JMC. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from JMC.
4. We confirm that there are no conditions in “Envelope B and/or Envelope C: Financial Proposal” of our Proposal.



Development of Multi Level Parking Spaces in Jaipur City on Design, Build, Finance, Operate and Transfer Concession Framework.

5. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal
6. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare this Techno-Commercial Proposal.
7. We confirm that all the terms and conditions of the Techno-Commercial Proposal are firm and valid for acceptance for a period not less than one hundred twenty (120) days from the last date of submission of this Proposal.
8. We are submitting our financial proposal(s) for the following sites [Name(s) of the sites for which financial proposal is being submitted-proposals can be submitted for one or both sites]:
 - a. _____
 - b. _____

Yours faithfully,

(Signature of Authorised Signatory)

(Name, Title and Address of the Bidder)

Company seal & stamp



Exhibit 3: Format of Letter of Intent to form a Joint Venture

[On the Letter Head of the Lead Partner of the JV]

Date: -----

The Chief Executive Officer
Jaipur Municipal Corporation
Pandit Deendayal Upadhyay Bhawan
Lal Kothi, Tonk Road,
Jaipur-302 014 (Rajasthan)

Sub: Techno-Commercial Proposal for selection of Developer for Design, Build, Finance, Operate and Transfer of Multilevel Car Parkings at 2 sites in Jaipur City.

Sir,

We, hereby convey our intent to form a JV with and for the successful development of the captioned project. The Lead Partner of the JV will be with% equity commitment. The other partners of the JV will hold equity as follows:

Sr. No.	JV Partner	Equity holding (%)

We provide the following documents along with the submission of the proposal:

1. Exhibit 5 - The Power of Attorney for Authorized Signatory
2. Exhibit 6 - The Power of Authority for Lead Partner
3. Exhibit 4 - Duly notarized MOU of the JV or JV Agreement.

The mode of execution of the Power of Attorney would be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the JV Partners and when it is so required the same would be under common seal affixed in accordance with the required procedure.



Development of Multi Level Parking Spaces in Jaipur City on Design, Build, Finance, Operate and Transfer Concession Framework.

The JV Partners would submit for verification the extract of the charter documents and documents such as Board Resolution and Power of Attorney in favour of the person executing this Power of Attorney in favour of the Lead Partner.

Yours faithfully,

(Signature of Authorised Signatory)

(Name, Title and Address of the Bidder)

Company seal & stamp



Exhibit 4: Format of Memorandum of Understanding (MOU)

(On Non – judicial stamp paper of Rs 100/- or such appropriate document duly attested by notary public)

This Memorandum of Understanding (MOU) entered into this ____ day of _____ 2009 at _____ Between _____ (hereinafter referred as” _____”) and having office at _____, India Party of the First Part

And

_____ (hereinafter referred as” _____”) and having office at _____, India Party of the Second Part

And

_____ (hereinafter referred as” _____”) and having office at _____, India Party of the Third Part

The parties are individually referred to as **Party** and collectively as **Parties**.

WHEREAS Jaipur Municipal Corporation (JMC) has invited Request for Proposal Qualification (RFP) from entities for selection of Developer for Design, Build, Finance, Operate and Transfer of Multilevel Car Parkings at 2 sites in Jaipur City, and the Parties have decided to submit the Techno-Commercial Proposals for the sites at _____ and _____ [Names of the sites for which financial proposal(s) being submitted], (hereinafter referred as “Project”).

AND WHEREAS the Parties have had discussions for formation of a Joint Venture Company (JVC) for bidding for the said Project and have reached an understanding on the following points with respect to the Parties’ rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That the Parties will form a Joint Venture Company (JVC) with the shareholding commitments expressly stated.
2. That the equity share holding of the Parties in the issued and paid up capital of the JVC shall not be less than as Specified in RFP Document upto 32 years from the date of signing of development agreement.
3. That M/s _____, and M/s _____, and M/s _____ who are Partners of the JVC commit to hold the following equity stake in the JVC which are in line with the requirements of the RFP Document and shall remain as such as per point No. 2 above.



Development of Multi Level Parking Spaces in Jaipur City on Design, Build, Finance, Operate and Transfer Concession Framework.

Name of Member	Type of Member	% of shareholding
1. M/s.		
2. M/s.		
3. M/s.		

4. That the shareholding commitments shall be recorded in the Agreement and that any dilution in the equity holding by the Parties in the JVC shall be as per the provisions of the Development Agreement that will be executed on award of the Project to us.
5. That there shall be no change in the lead member during the entire Development Period upto 32 years from signing of the agreement.
6. That the Parties shall carry out all responsibilities as Developers in terms of the Agreement.
7. That the roles and the responsibilities of each member of JVC shall be as follows:

Name of Member	Role & Responsibility
1. M/s.	
2. M/s.	
3. M/s.	

8. That the Parties shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Agreement to be executed on award of the Project.
9. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously. They shall not negotiate with any other party for this Project.
10. That this MOU shall be governed in accordance with the laws of India and courts in Jaipur shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MOU to be duly executed on the date and year above mentioned.

Witness:

1. First Party
2. Second Party
3. Third party

Company seal & stamp



Exhibit 5: Format of Power of Attorney to be provided by single bidder or Lead partner in favour of Authorized Representative

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

Power of Attorney

Know all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. _____ (name and address of residence) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the Development of Multi-level Car Parkings at _____ and _____ [Names of the sites for which submitting the financial proposal(s)] in Jaipur on Design, Build, Finance, Operate and Transfer basis, including signing and submission of all documents and providing information/ responses to JMC, Government of Rajasthan, representing us in all matters before JMC, and generally dealing with JMC in all matters in connection with our proposal for the said Project.

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

For -----

(Signature)
(Name, Title and Address)

Accepted

_____ (Signature)

(Name, Title and Address of the Attorney)

Company seal & stamp

Notes:

1. To be executed by the sole Bidder or the Lead Partner in case of a JV.
2. 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.
3. Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.



Exhibit 6: Format of Power of Attorney to be provided by each JV partner in favour of Lead partner (Not required for sole bidder)

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

Power of Attorney

Whereas Jaipur Municipal Corporation (JMC) has invited Proposals from interested parties for the Development of Multi-level Car Parkings at 2 sites in Jaipur city on Design, Build, Finance, Operate and Transfer basis and the members of the Joint Venture have agreed to submit the techno-commercial proposal for _____ and _____ [Names of the sites for which financial proposal(s) being submitted] sites for developing parking facilities ("the Project").

Whereas, the members of the Joint Venture (JV) are interested in bidding for the Project and implementing 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 under the RFP Document for the members of the JV to nominate one of them as the Lead partner with all necessary power and authority to do for and on behalf of the JV, all such acts, deeds and things as may be necessary in connection with or incidental to the JV's proposal for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s. _____, and M/s. _____ and M/s _____ (the respective names and addresses of the registered office) do hereby constitute, appoint and authorize M/s. _____ as the Lead partner of the JV and as our attorney, to do on behalf of the JV, all or any of such acts, deeds or things as may be necessary in connection with or incidental to the JV's proposal for the Project, including submission of application/ proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the JV in all its dealings with Jaipur Municipal Corporation (JMC), or any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Agreement is entered into with Jaipur Municipal Corporation (JMC).

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

Dated this _____ Day of _____ 200_.

(Executants)

(To be executed by all the partners of the JV)

Company seal & stamp



Note:

1. 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.
2. The executant(s) should submit for verification the extract of the charter documents and documents such as Board Resolution and Power of Attorney in favour of the person executing this Power of Attorney in favour of the Lead partner.



Exhibit 7: Format of Anti Collusion Certificate

[To be submitted on the letter heads of the bidders separately]

Date: -----

The Chief Executive Officer

Jaipur Municipal Corporation
Pandit Deendayal Upadhyay Bhawan
Lal Kothi, Tonk Road,
Jaipur-302 014 (Rajasthan)

Sub: Techno-Commercial Proposal for selection of Developer for Design, Build, Finance, Operate and Transfer of Multilevel Car Parkings at 2 sites in Jaipur City.

Sir,

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

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

Dated this _____ Day of _____, 2009

Name of the Bidder
Signature of the Authorised Person

Note:

1. To be submitted by single bidder/ each Partner/Member in case of JV/Consortium.



Exhibit 8: Letter of Acceptance

(The Letter of Acceptance is to be submitted by the bidder/EACH partner of JV on the Letter heads of respective companies)

Date:

Place:

The Chief Executive Officer

Jaipur Municipal Corporation
Pandit Deendayal Upadhyay Bhawan
Lal Kothi, Tonk Road,
Jaipur-302 014 (Rajasthan)

Sub: Techno-Commercial Proposal for selection of Developer for Design, Build, Finance, Operate and Transfer of Multilevel Car Parkings at 2 sites in Jaipur City.

Dear Sir,

This has reference to the Proposal being submitted by (name of the Lead Partner of the JV), as Lead Partner of the JV comprising (mention name(s) of the JV Partners) in respect of selection of Developer for Design, Build, Finance, Operate and Transfer of Multi-level parking spaces at 2 sites in Jaipur in response to the Request for Proposal ("RFP") Document issued by Jaipur Municipal Corporation ("JMC") dated _____ 2009.

We hereby confirm the following:

- (a) We (name of the JV Partners furnishing the Letter of Acceptance), have examined in detail and have understood and satisfied ourselves regarding the contents including in respect of the following:
 - a. The RFP Documents issued by JMC;
 - b. All subsequent communication between JMC and the Bidder, represented by (Mention name of the Lead Partner of the JV)
 - c. The Proposal being submitted by (name of the Lead Partner of the JV)
- (b) We agree to abide by the terms and conditions of the RFP Documents and the Detailed Techno-Commercial Proposal being submitted by the Lead Partner of the JV in respect of the Project.



Development of Multi Level Parking Spaces in Jaipur City on Design, Build, Finance, Operate and Transfer Concession Framework.

(c) We also reaffirm that (name of the Lead Partner of the JV) continues to be the Lead Partner and that (please give name, designation and address of authorized representative and signatory here) designated as the authorized representative and signatory of the Lead Partner of the JV is the authorized representative and signatory in respect of all matters concerning our Techno-Commercial Proposal and contractual commitments thereof.

Thanking You,

Yours Sincerely,

For and on behalf of : (name of the Bidding Company / Lead Partner of JV and the Company Seal)

Signature : (Authorised Representative & Signatory)

Name of the Person :

Designation :



Development of Multi Level Parking Spaces in Jaipur City on Design, Build, Finance, Operate and Transfer Concession Framework.

Exhibit 9: Format for Submission of information about the bidder and Partners/Members of JV/Consortium

I - Sole Applicant/ JV- Lead Partner

Name	Status (% share in case of JV)	Registered office and branch office Location address	Name of chairman / MD	Contact e-mail, fax, Tel, mobile nos.	Year of registration / date of commencement of operation	Registering Authority and number	Area of Responsibility for the consultancy work

II – Joint Venture Partners

Name	Status (% share in case of JV)	Registered office and branch office Location address	Name of chairman / MD	Contact e-mail, fax, Tel, mobile nos.	Year of registration / year of commencement of operation	Registering Authority and number	Area of Responsibility for the consultancy work

(Signature of Authorised Signatory)

Company seal & stamp

Note:

Supporting Documents:

1. Copy of Certificate of Incorporation of Lead Partner of JV
2. Agreement or MoU of JV



C3 Experience in development of Automated/Semi-Automated Parking and/or Real Estate Projects on the following basis:

S. No.	Name of the Project	Location	Authority / Client	Project Cost (INR)	Date of		
					Award	Commencement	Completion
Total							

Note: Projects and Project Cost in C3 should tally with Projects and Project Cost in C1 and C2 together but not exceeding the total.

C4 Experience in Operation & Maintenance of Parking Spaces with Semi-Automated/Automated Car Parking on the following basis:

S. No.	Name of the Project	Location	Authority / Client	Project Cost (INR)	No. of ECS	O&M Contract -Date of		
						Award	Commencement	Expiry
Total								

C5 Area in sq. m proposed to be earmarked for parking facility = _____

Level (G, L1, L2, G+1, etc)					
Area in sq. m. for parking	A	B	C	

(Signature of Authorised Signatory)

Company seal & stamp

Note:

1. Only the eligible projects that satisfy technical criteria shall be included.
 2. The proforma should be filled separately for each site.
 3. All the Financial numbers are to be given in INR
 4. The format shall be filled up for each Partner of the JV and as a cumulative experience for the JV
 5. In support of the information provided following documents must be submitted failing which the specification evaluation:
 - a. Completion Certificates from the client for the Experience claimed in case of completed projects should be duly referenced to the experience claimed.
 - b. Contract Agreement of projects which are awarded and under execution along with a certificate of stage of the project in terms of percentage completion
 - c. Where Completion Certificates are not available JMC may consider the Certificate on the project countersigned by a Chartered Accountant specifying the scope of work, project cost, amount of consideration and consideration. However this should be accompanied with contract agreement.
 6. The information must be submitted in the given formats. Any information not furnished strictly in accordance with the requirements shall not be considered for evaluation.
 7. All the documents must be clearly numbered and the reference page no. should be provided in the format and/or not referenced properly shall not be considered for evaluation.
-

Exhibit 11: Financial Capability

1. Average Annual Turnover

Sr. No	Sole bidder/ partner	Equity Share (%)	Annual Turnover		
			Year	Year	Year
			2006-2007 (Rs.Crores) x 1.17	2007-2008 (Rs.Crores) x 1.08	2008-2009 (Rs.Crores) x1
1	Single Bidder / Lead Partner in case of JV				
2	Partner 1				
3	Partner 2				
Total for Evaluation					

2. Net worth

Sr.No	Single bidder/ partner/member	Equity share (%)	Net worth as on 31 st March 2009 (Rs. crores)
1.	Single Bidder / Lead Partner in case of JV		
2	Partner 1		
3	Partner 2		
Total for Evaluation			

(Signature of Authorised Signatory)

Company seal & stamp

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



Note:

1. Annual Turnover=Total Revenue-Revenue from sale of assets, scrap.
2. Networth = Issued, Subscribed and Paid up Equity Share Capital + Reserves and Surplus-Accumulated Losses (if any)
3. The turnover must be given in Indian Rupees.
4. Annual turnover during last 3 years to be adjusted for cost increase by 8% p.a.
5. **This Proforma shall be duly certified by a Chartered Accountant.**
6. The Bidder should provide the Financial Capability based on its own audited financial statements. Financial capability of the subsidiaries, affiliates or parents of the bidder shall only be considered in case they are partners of the JV.
7. The financial year would be the same as followed by the Bidder for its annual report. Year 1 will be the last Financial Year. Year 2 shall be the year immediately preceding Year 1.
8. The Bidder shall provide audited Annual Reports as required under this Bid Document. For a JV, audited Annual Reports of all Partners shall be provided.
9. In case of a JV comprising of partners with holdings in each other, the cross holdings between the group companies comprising part of the JV should be deducted for the purpose of Net Worth calculations.



Exhibit 12: Format for Project Undertaking

[To be submitted on the letter heads of the bidders separately]

Date: -----

The Chief Executive Officer
Jaipur Municipal Corporation
Pandit Deendayal Upadhyay Bhawan
Lal Kothi, Tonk Road,
Jaipur-302 014 (Rajasthan)

Sub: Techno-Commercial Proposal for selection of Developer for Design, Build, Finance, Operate and Transfer of Multilevel Car Parkings at 2 sites in Jaipur City.

Sir,

We have read and understood the RFP Document in respect of the captioned project provided to us by the -----, Jaipur Municipal Corporation (JMC).

We hereby agree and undertake as under:

- (a) Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects.
- (b) We are not barred by the Government of India or the Government of Rajasthan or their Departments or Agencies from participating in any projects (DBFOT or otherwise).

Dated this _____ Day of _____, .

Name of the Bidder

Signature of the Authorised Person

Company seal & stamp



Development of Multi Level Parking Spaces in Jaipur City on Design, Build, Finance, Operate and Transfer Concession Framework.

Exhibit 13: Format for Project Undertaking

[In case of JV]

[To be submitted on the letter heads of the bidders separately]

Date: -----

The Chief Executive Officer
Jaipur Municipal Corporation
Pandit Deendayal Upadhyay Bhawan
Lal Kothi, Tonk Road,
Jaipur-302 014 (Rajasthan)

Sub: Techno-Commercial Proposal for selection of Developer for Design, Build, Finance, Operate and Transfer of Multilevel Car Parkings at 2 sites in Jaipur City.

Sir,

We have read and understood the RFP Document in respect of the captioned project provided to us by the -----, Jaipur Municipal Corporation (JMC).

We hereby agree and undertake to be an exclusive partner of the JV and not a partner of any other JV nor an independent Bidder, bidding for this project and has submitted only one (1) Application in response to this RFP

Dated this _____ Day of _____

Name of the Bidder

Signature of the Authorised Person

Company seal & stamp



Exhibit 14A: Financial Proposal for Aatish Market

(To be provided on the letterhead of the Bidder)

Date:

Place:

The Chief Executive Officer
Jaipur Municipal Corporation
Pandit Deendayal Upadhyay Bhawan
Lal Kothi, Tonk Road,
Jaipur-302 014 (Rajasthan)

Sub: Techno-Commercial Proposal for selection of Developer for Design, Build, Finance, Operate and Transfer of Multilevel Parking at Aatish Market in Jaipur City.

Dear Sir,

1. We the undersigned Bidder, submit the following as our Financial Proposal in response to the RFP issued by JMC.

The minimum funding requirement from JMC required in lieu of project cost and operation and maintenance of parking lot inclusive of all taxes and duties except service tax (payable extra) is

Rs -----/- (Rupees ----- Only) of which

a. Rs -----/- (Rupees ----- Only) is on account of Capital Expenditure plus Profit Margin and

b. Rs -----/- (Rupees ----- Only) per annum is on account of O&M for a period of 30 years. This amount has been increased by 5% every year and such a total of O&M for full 30 year period has been considered for the total quote.

2. We understand that the payment to us shall be disbursed as per the following schedule subject to the fulfilment of other obligations by us:

a. Payment in lieu of project cost plus profit margin



Development of Multi Level Parking Spaces in Jaipur City on Design, Build, Finance, Operate and Transfer Concession Framework.

S. No.	Specification	Payment to be made by JMC to the developer (% of the total amount quoted in lieu of project cost)
1.	Mobilization Advance	10%
2.	On completion of 20% of construction as audited by Third Party Auditor	10%
3.	On completion of 40% of construction as audited by Third Party Auditor	20%
4.	On completion of 60% of construction as audited by Third Party Auditor	20%
5.	On completion of 80% of construction as audited by Third Party Auditor	20%
6.	On completion of entire construction.	20%

Note:

Amount payable to the developer at each stage shall be 90% of what is falling due as per the construction milestone. 10% amount from each stage will be deducted as retainer fee which shall be payable to the developer after obtaining Project Completion Certificate from JMC.

b. Payment in lieu of O&M

Payable monthly as per the amount quoted per annum at “b” above for a period of 30 years from project completion date. Such amount will be increased at 5% yoy for subsequent years.

3. We confirm that the Financial Proposal conforms to all the terms and conditions stipulated in the Request for Proposal Document.
4. We confirm that our Financial Proposal is FINAL in all respects and contains NO conditions.
5. We confirm that in the event of more than one Technically Evaluated Responsive Bidders quoting the same minimum total amount, JMC shall break the tie by way of draw between such Bidders.



Development of Multi Level Parking Spaces in Jaipur City on Design, Build, Finance, Operate and Transfer Concession Framework.

6. We confirm that, the information submitted in our Financial Proposal is complete and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
7. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to prepare this Financial Proposal and as required to design, finance, built, operate and transfer the Project, in the event that we are finally selected.

Thanking You,
Yours Sincerely,

For and on behalf of : (name of the Bidding Company / Lead Partner and the Company Seal)

Signature : (Authorised Representative & Signatory)

Name of the Person :

Designation :



Exhibit 14B: Financial Proposal for Singh Dwar

(To be provided on the letterhead of the Bidder)

Date:

Place:

The Chief Executive Officer
Jaipur Municipal Corporation
Pandit Deendayal Upadhyay Bhawan
Lal Kothi, Tonk Road,
Jaipur-302 014 (Rajasthan)

Sub: Techno-Commercial Proposal for selection of Developer for Design, Build, Finance, Operate and Transfer of Multilevel Parking at Singh Dwar in Jaipur City.

Dear Sir,

1. We the undersigned Bidder, submit the following as our Financial Proposal in response to the RFP issued by JMC.

The minimum funding requirement from JMC required in lieu of project cost and operation and maintenance of parking lot inclusive of all taxes and duties except service tax (payable extra) is

Rs -----/- (Rupees ----- Only) of which

a. Rs -----/- (Rupees ----- Only) is on account of Capital Expenditure plus Profit Margin and

b. Rs -----/- (Rupees ----- Only) per annum is on account of O&M for a period of 30 years. This amount has been increased by 5% every year and such a total of O&M for full 30 year period has been considered for the total quote.

2. We understand that the payment to us shall be disbursed as per the following schedule subject to the fulfilment of other obligations by us:

a. Payment in lieu of project cost plus profit margin



Development of Multi Level Parking Spaces in Jaipur City on Design, Build, Finance, Operate and Transfer Concession Framework.

S. No.	Specification	Payment to be made by JMC to the developer (% of the total amount quoted in lieu of project cost)
1.	Mobilization Advance	10%
2.	On completion of 20% of construction as audited by Third Party Auditor	10%
3.	On completion of 40% of construction as audited by Third Party Auditor	20%
4.	On completion of 60% of construction as audited by Third Party Auditor	20%
5.	On completion of 80% of construction as audited by Third Party Auditor	20%
6.	On completion of entire construction.	20%

Note:

Amount payable to the developer at each stage shall be 90% of what is falling due as per the construction milestone. 10% amount from each stage will be deducted as retainer fee which shall be payable to the developer after obtaining Project Completion Certificate from JMC.

b. Payment in lieu of O&M

Payable monthly as per the amount quoted per annum at “b” above for a period of 30 years from project completion date. Such amount will be increased at 5% yoy for subsequent years.

3. We confirm that the Financial Proposal conforms to all the terms and conditions stipulated in the Request for Proposal Document.
4. We confirm that our Financial Proposal is FINAL in all respects and contains NO conditions.
5. We confirm that in the event of more than one Technically Evaluated Responsive Bidders quoting the same minimum total amount, JMC shall break the tie by way of draw between such Bidders.



Development of Multi Level Parking Spaces in Jaipur City on Design, Build, Finance, Operate and Transfer Concession Framework.

6. We confirm that, the information submitted in our Financial Proposal is complete and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
7. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to prepare this Financial Proposal and as required to design, finance, built, operate and transfer the Project, in the event that we are finally selected.

Thanking You,
Yours Sincerely,

For and on behalf of : (name of the Bidding Company / Lead Partner and the Company Seal)

Signature : (Authorised Representative & Signatory)

Name of the Person :

Designation :



Exhibit 15: Proforma of Bank-Guarantee

[To be issued by any Scheduled Commercial Indian Bank including SBI and its Associates]

From:
[Name and Address of Bank/ Financial Institution]

The Chief Executive Officer
Jaipur Municipal Corporation
Pandit Deendayal Upadhyay Bhawan
Lal Kothi, Tonk Road,
Jaipur-302 014 (Rajasthan)

1.[Name of relevant Bidder] (“Bidder”), has in response to a Request for Proposal (“RFP”) issued by Jaipur Municipal Corporation (“JMC”) submitted a proposal dated [date to be inserted] 2009 (the “Proposal”) for it to cause a company (the “Developer”) to implement the _____ Project on DBFOT basis. (the “Project”).
2.[Name of Bank/Financial Institution](the “Guarantor”) with its registered office at, unconditionally guarantees to pay JMC upon first written demand and without deduction the sum of Rupees (Rupees in words) (the “Guaranteed Sum”) subject to the conditions set out below.
3. The Guarantor unconditionally and irrevocably promises to pay on demand the Guaranteed Sum, without protest or demur whatsoever upon the receipt of a written demand from JMC, which shall be final and conclusive as against the Guarantor requiring the Guarantor to make payment to JMC. The written demand made shall specify the occurrence of one or more conditions set out in clause 5 and such demand notice shall constitute prima facie conclusive evidence of the occurrence of such events or conditions.
4. No underlying dispute as between JMC and the Bidder, nor any pending application for interim relief or arbitration proceedings or other legal proceedings shall constitute any ground for prevention, delay or obstruction for making payment to JMC by the Guarantor and the existence of any disputes or differences or claims in arbitration or otherwise shall not constitute any ground for non-payment on this Guaranteed Sum.
5. JMC shall notify the Guarantor of its demand for payment of the Guaranteed Sum without any deduction of whatsoever nature and without reference to any claim or counter claim or set off, upon JMC’s notification that:
 - (a) upon the occurrence of any of the conditions for default as set out in the Development Agreement.



Development of Multi Level Parking Spaces in Jaipur City on Design, Build, Finance, Operate and Transfer Concession Framework.

(b) there has been non-compliance of the conditions precedent as provided in the Development Agreement, or as elsewhere referred to in the RFP documents/ Development Agreement.

Certification by JMC of the occurrence of such event, shall be conclusive and binding on the bank/financial institution.

6. This Guarantee shall be valid for a period of twelve (12) months from the date mentioned herein.
7. The release of this Guarantee and its return will be exclusively notified by JMC and in the event of JMC requiring revalidation or extension of this Guarantee, the Guarantor has accepted and shall be obligated to make such extension in favour of JMC for a further minimum term of six (6) months and the Bidder is deemed to have made the request for such extension upon the execution and furnishing of this Guarantee in the first instance. The Guarantor shall not refuse such extension nor shall the Bidder be eligible to file any proceedings for stay or return of Guarantee for any reason whatsoever.
8. This Guarantee shall be valid and effective for enabling JMC to lodge a claim for payment under the Guarantee till the date of expiry of the term of the Guarantee. The Guarantor shall be obligated to make payment upon the Guarantee forthwith on demand if the claim is lodged within the claim validity period and the obligation to pay would be subject to normal limitation for payment of claims upon a guarantee. Time is of essence for payment and in the event of failure to make payment, the Guarantor shall be obligated to pay compound interest at Two Percent (2%) above the prime lending rate of the Guarantor institution, compounding quarterly in the event of the Guarantor's failure to make payment upon the Guarantee for any reason whatsoever. Payment of interest as provided would be no excuse for delayed payment or non-payment.
9. No change in the constitution of the Bidder, Developer or of the Guarantor shall be a ground for release of the Guarantee and no variation in the RFP documents or the Development Agreement made post selection of the Bidder, or post making of the Bid, shall constitute a variation, which would, subject to the terms and conditions of this agreement, discharge the Guarantor. The Guarantor shall notwithstanding such change, be bound to make payment upon the Guarantee on demand.
10. The Guarantor agrees that it will not assign its obligations under this Guarantee without the prior written consent of JMC. JMC will not unreasonably withhold its consent if the proposed assignee is of at least equal financial standing to the Guarantor and the assignee assumes in writing the obligations of the Guarantor under this Guarantee at the same time or before the assignment.
11. This Guarantee binds the Guarantor, its successors and permitted assigns.

SEAL OF [BANK/FINANCIAL INSTITUTION]



Development of Multi Level Parking Spaces in Jaipur City on Design, Build, Finance, Operate and Transfer Concession Framework.

NAME OF [BANK/FINANCIAL INSTITUTION]

SIGNATURE

NAME

TITLE

DATE



9. CHECKILIST FOR THE PROPOSAL SUBMISSION

Bidder(s) are requested to organize their Proposals as per the following checklist:

ENVELOPE A-Technical Proposal	
1.	Covering Letter as per the format specified in Exhibit 2: Format of the Covering Letter
2.	Letter of Intent to form the JV/Consortium (if applicable) as per Exhibit 3: Format of Letter of Intent to form the Consortium
3.	Memorandum of Understanding executed between the JV partners on the principles as stated in Exhibit 4
4.	Original Power of Attorney authorizing Authorised Representative & Signatory to act on behalf of the Bidding Company / JV on all matters relating to the Project as per the format specified in Exhibit 5
5.	Original Power of Attorney authorizing Lead partner to act on behalf of the JV on all matters relating to the Project as per the format specified in Exhibit 6 (Not applicable for sole bidders)
6.	Anti Collusion certificate as per format specified in Exhibit 7
7.	Format of Letter of Acceptance specified in Exhibit 8
8.	Description of the Bidding Company / JV as per the format Specified in Exhibit 9
9.	Similar Experience and information along with documentary evidence in support of that as per Exhibit 10 – Please give due attention to the Note to the Exhibit
10.	Information related to Financial Capability as per Exhibit 11
11.	Format of Project undertaking as per exhibit 12
12.	Format of Project undertaking as per exhibit 13
13.	A Demand Draft of Rs. ----- (refundable for unsuccessful bidders) towards Earnest Money Deposit in favour of Jaipur Municipal Corporation, payable at Jaipur.
14.	RFP documents and all other documents incidental thereto, including minutes of the pre-bid meeting, corrigendums, etc. duly signed and stamped on each page.
ENVELOPE B	
1.	Financial Proposal as per Exhibit 14A-Ram Leela Maidan & Rang Manch
ENVELOPE C	
1.	Financial Proposal as per Exhibit 14B-Opposite Mall – 21

Note:

The bidders can submit any one or both or all of Envelope B and Envelope C.



REQUEST FOR PROPOSAL

**Development of Multi Level Parking Spaces in Jaipur
City on Design, Build, Finance, Operate and Transfer
Concession Framework at 4 sites**

at

**Ram Leela Maidan & Rang Manch, Opposite Mall – 21,
Ashok Marg Nallah and Old Anaj Mandi, Chandpole Gate
in Jaipur City**

Volume I



JAIPUR MUNICIPAL CORPORATION

**Pandit Deendayal Upadhyay Bhawan,
Lal Kothi Tonk Road Jaipur – 302014 (Raj) India**

Website: www.jaipurmc.org

October 2009



REQUEST FOR PROPOSAL DOCUMENT

Jaipur Municipal Corporation (JMC) Multi Level Parking Projects

Tender for Request for Proposal Document for Design, Build, Finance, Operate and Transfer of Multilevel Parking Spaces in Jaipur City.

Price of Document:

This document shall be issued on payment of Rs.5000/- (Rupees Five Thousand Only) non-refundable by way of Demand Draft in favour of Jaipur Municipal Corporation, payable at Jaipur.

Date of Issue:

Copy No: _____

Tender Document issued to M/S:

This document is non- transferable.

Chief Executive Officer

Jaipur Municipal Corporation



JAIPUR MUNICIPAL CORPORATION

RFP DOCUMENT

Request for Proposal for Design, Build, Finance, Operate and Transfer of Multilevel Parking Spaces in Jaipur

Jaipur Municipal Corporation hereafter called JMC is developing multilevel parking spaces at 4 identified places in the city to organize the traffic movement and create designated places for paid parking.

JMC is planning to develop multi-level parking spaces along with commercial development at the following 4 sites:

- a. Ram Leela Maidan & Rang Manch
- b. Opposite Mall – 21
- c. Ashok Marg Nallah
- d. Old Anaj Mandi, Chandpole Gate

JMC therefore looks for financially capable bidders/joint venture companies having substantial experience in planning, designing and development of multilevel parkings. JMC invites techno-commercial proposals from interested parties for design, build, finance, operate and transfer multilevel parking spaces cum commercial development at the above 4 sites in the city of Jaipur.

The detailed description of the sites and the scope of work are given in Section 6 under the Terms of Reference.

The detailed schedule of the bidding process is as under:



Development of Multi Level Parking Spaces in Jaipur City on Design, Build, Finance, Operate and Transfer Concession Framework.

Item	Date and Time	Venue
Issue of RFP Document	30 th October 2009 to 25 th November 2009 between 1100 hrs to 1700 hrs and upto 1200 hrs on 25 th November 2009.	Jaipur Municipal Corporation Or www.jaipurmc.org
Pre- Bid Meeting	19 th November 2009 at 1500 hrs.	EC Meeting Hall 1 st Floor, Jaipur Municipal Corporation Lal Kothi, Tonk Road, Jaipur-302 014
Last date for submission of Techno-Commercial Proposals	25 th November 2009 upto 1500 hrs	Chief Executive Officer Jaipur Municipal Corporation Pandit Deendayal Upadhyay Bhawan Lal Kothi, Tonk Road, Jaipur-302 014 (Rajasthan)
Opening of Technical Bids	25 th November 2009 at 1600 hrs, if possible	Jaipur Municipal Corporation
Opening of Financial Bids	To be informed separately to the technically responsive bidders	Jaipur Municipal Corporation

Note:

1. Necessary changes of the above schedule shall be done at the sole discretion of JMC. The Bidders shall be intimated well in advance about the necessary changes in the RFP Submission Schedule.
2. The bidders are requested to submit their offers in person on or before the scheduled time and date. Offers received late due to any reason shall not be accepted. JMC does not accept any responsibility towards loss, damage or late receipt of offers if sent by post or couriers by the bidders.

Price of RFP Document: Rs. 5000/- (Rupees Five Thousand Only) payable by way of demand draft from any scheduled commercial bank, in favor of Jaipur Municipal Corporation, Payable at Jaipur.

Tender Document issued to M/s:

Chief Executive Officer
Jaipur Municipal Corporation



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1. DISCLAIMER

- 1 Though adequate care has been taken in the preparation of this Request for Proposal (RFP) Document, the Bidder should satisfy himself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the below mentioned office immediately. If no intimation is received by this office before the date of Pre-bid Conference, it shall be deemed that the Bidder is satisfied that the RFP Document is complete in all respects.

Office:

Chief Executive Officer

Jaipur Municipal Corporation

Pandit Deendayal Upadhyay Bhawan

Lal Kothi, Tonk Road,

Jaipur-302 014 (Rajasthan)

- 2 Neither JMC, nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP and it is not possible for JMC to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. Each prospective Bidder should conduct his own investigations and analysis and check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice from appropriate sources.
- 3 Neither JMC nor their employees or consultants will have any liability to any prospective Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the Project, the project information and any other information supplied by or on behalf of JMC or their employees, any consultants or otherwise arising in any way from the selection process for the Project.
- 4 JMC reserves the right to reject any or all of the proposals submitted in response to this RFP at any stage without assigning any reasons whatsoever.
- 5 JMC reserves the right to change any or all of the provisions of this RFP prior to the Proposal Due Date. Such changes would be intimated to all the parties procuring this RFP.
- 6 JMC reserves the right to change, modify, add to or alter the Selection Process including inclusion of additional evaluation criteria for further short-listing of Bidders at a later stage, which in no event shall be later than the Proposal Due Date. Any change in the selection process shall be intimated to all concerned parties.



2. ABBREVIATIONS

BEC	:	Bid Evaluation Committee
COD	:	Commercial Operation Date
DBFOT	:	Design, Build, Finance, Operate and Transfer
ECS	:	Equivalent Car Space
EMD	:	Earnest Money Deposit
FSI	:	Floor Space Index
INR	:	Indian Rupees
Ha.	:	Hectare or Hectares
JMC	:	Jaipur Municipal Corporation
JV	:	Joint Venture
LOA	:	Letter of Award
LOI	:	Letter of Intent
MOU	:	Memorandum of Understanding
POA	:	Power of Attorney
PPP	:	Public Private Partnership
RFP	:	Request for Proposal
SOW	:	Scope of Work
sq. m	:	Square Meters



3. DEFINITIONS

Affiliates

For Bidding Company or a Consortium Member, only those entities would be “Affiliate(s)” in which the Promoter(s) of the Bidding Company / Consortium Member:

- hold(s) not less than 26% of the voting securities, either directly or indirectly, in case the relevant entity is a company. Holding an indirect stake in a company implies a stake held in the company through a chain of other companies, in which event, the percentage holding would be considered on proportionate terms

Anti-Collusion Certificate

“Anti-Collusion Certificate” shall have the meaning as referred to in Exhibit 7 of Section 8 of this RFP Document

Bid Document

“Bid Document” shall mean any document issued by JMC as part of the Bid Process.

Bid Process

“Bid Process” shall mean various activities taken up by JMC leading up to the selection of the Successful Bidder.

Bidder(s)

“Bidder(s)” shall mean any company or Joint Venture (JV) of maximum 3 entities that has submitted a Detailed Techno-Commercial Proposal in response to this RFP Document.

Bid Validity Period

“Bid Validity Period” shall mean the period stipulated in Clause 5.34 of Section 5 of this RFP Document, for which the Proposal submitted is valid.

DBFOT

“DBFOT” shall mean Design-Build-Finance-Operate-Transfer concession framework on which the multilevel parking spaces are to be developed by the Successful Bidder.



Bank

“Bank” shall mean any scheduled commercial Bank whose networth is more than Rupees 500 Crores.

Developer

“Developer” shall mean the Successful Bidder.

Document

“Document” shall mean this Request for Proposal Document and shall include any and all amendments and addenda there to.

Earnest Money Deposit

“Earnest Money Deposit” shall have the same meaning as referred in Clause 5.23 of Section 5 of this Document.

Facility/Facilities

“Facility / Facilities” shall mean the facilities to be constructed, built, installed, erected or provided by the Developer(s) on the Project Site in accordance with the Scope of Work.

Financial Bid / Financial Proposal

“Financial Bid / Financial Proposal” shall mean the information submitted as per Exhibits 14A to 14D of section 8 of this RFP document.

Floor Space Index

Floor Space Index means the quotient of the floor space excluding the area specifically exempted from computation under these regulations that can be constructed in a plot to the plot area.

$$\text{F.S.I.} = \frac{\text{Total computed floor area on all floors}}{\text{Plot area}}$$

Government

“Government” shall mean the Government of Rajasthan.



Lead Promoter

“Lead Promoter” means an entity that holds the maximum shareholding among the Promoters of the Bidding Company or JV Partner either directly or indirectly in the Bidding Company / JV Partner which in any case shall not be less than fifty one percent (51%). Holding an indirect stake in a company implies a stake held in the company through a chain of other companies, in which event, the percentage holding would be considered on proportionate terms.

Letter of Award (L.O.A)

“Letter of Award” shall mean the letter issued by Jaipur Municipal Corporation (JMC) to the Successful Bidder stating that the latter has been shortlisted as the successful bidder and can sign the Development Agreement.

Letter of Acceptance

“Letter of Acceptance” shall have a meaning as referred in Exhibit 8 of Section 8 of this Document.

JMC

“JMC” shall mean the Jaipur Municipal Corporation.

Project

“Project” shall mean Design, Build, Finance, Operate and Transfer of Multi-level Parking Spaces along with Commercial Development at various sites identified by JMC for the purpose in the city of Jaipur on DBFOT concession framework in accordance with the provisions of this RFP and the Development Agreement signed between the Jaipur Municipal Corporation and the Successful Bidder.

Promoter

“Promoter” for Bidding Company or for JV Partners shall mean only those entities that hold(s) not less than 26% of the voting securities, either directly or indirectly in the Bidding Company / JV Partner. Holding an indirect stake in a company implies a stake held in the company through a chain of other companies, in which event, the percentage holding would be considered on proportionate terms. Any bank or a financial institution would not be considered as Promoter.



Proposal

“Proposal” shall mean the detailed Techno-Commercial Proposal to be submitted by the Bidders in response to this Request for Proposal, unless the context specifically refers to a sub-proposal within the overall Detailed Techno Commercial Proposal, in which case, “Proposal” shall refer to such sub-proposal.

Proposal Due Date

“Proposal Due Date” shall have the same meaning as referred to in Clause 5.33 of Section 5 of this Document.

Request for Proposal (RFP)

“Request for Proposal” shall mean this document issued to Bidders inviting the submission of Techno Commercial Proposal” for the Design, Build, Finance, Operate and Transfer of multi-level parking spaces at various sites in the city of Jaipur.

Selection Process

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

Site

Site shall mean land parcels identified by JMC at various locations in the city of Jaipur and as depicted in Volume III-Concept Design and Drawings of this RFP document.

Subsidiary/Subsidiaries

For a Bidding Company or a Joint Venture of Companies, Subsidiary / subsidiaries shall mean only those entities in which the Bidding Company / JV Partner hold(s) not less than 51% of the voting securities, either directly or indirectly, in case the relevant entity is a company. Holding an indirect stake in a company implies a stake held in the company through a chain of other companies, in which event, the percentage holding would be considered on proportionate terms.

Successful Bidder / Developer

“Successful Bidder” shall mean Technically Evaluated Responsive Bidder who has been issued Letter of Award by JMC indicating him as Successful Bidder to Design, Build, Finance, Operate and Transfer multilevel parking spaces at 4 identified places in the city of Jaipur as mentioned in Section 6 of this RFP document.



Technically Evaluated Responsive Bidders

“Technically Evaluated Responsive Bidders” shall have the same meaning as referred in Clause 5.38.2 of Section 5 of this Document.



4. PROJECT BACKGROUND AND INTRODUCTION

4.1 Introduction

Jaipur is known as one of the first planned cities of India. Jaipur City was not only planned but its execution was also coordinated in such a manner that a substantial part of the city developed up within seven years of its foundation. The municipality was reorganized in 1926 and a new Municipal Act was prepared in 1929. Post independence, planned development of the city was taken up after the city became the capital of Rajasthan.

Jaipur is located at a strategic point on the National Highway (NH-8) that connects Delhi and Mumbai. NH-8 is one of the vertices of the Golden Quadrilateral Corridor of the National Highways Development Project. Jaipur with its exotic culture and tradition attracts domestic as well as foreign tourists. The city is currently the 11th largest city in the country and has one of the highest population growth rates. It is clearly one of the most thriving cities of North India. The city is therefore, bound to have increased spatial expansion in the coming decades in order to accommodate both economic as well as population growth. In this context, it is essential to introduce systematic planning measures for the future development of the city.

The Jaipur Region comprises two distinct constituents; the Jaipur Municipal Corporation (JMC) area and the rest of Jaipur Region. Jaipur Development Authority (JDA) is responsible for planning of the Jaipur region. Jaipur Region would henceforth be referred as the JDA area. The entire JDA area comprises Jaipur city (JMC) and the neighbouring satellite towns namely, Chomu, Bagru, Bassi, Sheodaspura, Achrol and Jamwaramgarh. It covers a total area of 1464 sq. kms, out of which, the municipal area of Jaipur covers 288 sq. kms. The JMC area is further divided into the walled city and the rest of JMC area

The area under Jaipur Municipal Corporation has grown from 200 sq. kms in 1981 to 218 sq. kms in 1991 and further to 288 sq. kms in 2001. The increase in area in 1991 was a result of addition of Sangner and Amber tehsils and in 2001 due to the addition of Bagru, Bassi and Chomu tehsils in the municipal area. The area under the jurisdiction of JDA has remained same since 1991.

The population of Jaipur region is 2.7 million as per 2001 census and has shown a consistent increase in the past 50 years. In fact, in the last decade, the population has increased by 8 lakhs. In terms of share, 87% of the total population lives in the JMC area, of which 7% lives in the walled city.

In a recent international survey Jaipur was ranked the 7th best place to visit in Asia and in another poll it was ranked third among twelve major Indian cities.



Modern infrastructural facilities are developing fast. The city is expanding very quickly and has become a hot spot for development in Rajasthan.

Since 2000 Jaipur has become a centre for education. Jaipur has more than 40 engineering colleges, 40 business management institutes, 15 pharmacy institutes, 4 hotel management institutes, 3 medical colleges and 6 dental colleges. It also has 8 universities including Rajasthan University.

Jaipur has a well maintained road network with multi-story flyovers and traffic lights with closed circuit cameras. Police control room (PCR) vans are being equipped with GPS to monitor locations and help maintain law and order. There are so many shopping malls and multiplexes which offer an urban lifestyle to Jaipurites.

4.2 Project Background

The growing population and economic activity is already straining the existing infrastructure. The pressure is being felt by water supply, sewage, power and parking spaces since there are several areas within the walled city as well as outside where congestion is significant on account of roadside parking of vehicles leading to the reduction in effective carriage way for movement of vehicles.

Parking is a major issue in the walled city area and an emergent issue in the rest of the city. The tendency in Jaipur is of commercialization along the main roads. Initially, the plots along these roads were residential in nature but with increasing land value and traffic on these roads, they got commercialized. The commercialization led to an increase in parking demand along these roads which in turn reduced the effective carriage way.

There is ever increasing pressure on the roads in walled city due to encroachment, excessive commercialization and vehicular movement. Lack of proper Traffic Management in the city is adding to the woes. Inadequate infrastructure facilities near and around the tourist places exert additional pressure on the existing infrastructure available for other purposes. Further as a consequence of inadequate public transportation there has been a significant growth in the number of vehicles in the city and district as a whole whereas the infrastructure in terms of roads and parking spaces has not been augmented proportionately.

Walled city is still the center of many economic activities despite poor infrastructure facilities. Also there are no organized commercial spaces for retail markets. Traditional bazaars in the walled city have reached saturation levels with respect to infrastructure and spaces. Inflow of tourists is fluctuating and there is a dearth of tourism infrastructure near the tourist spots which needs to be augmented. Parking and traffic



Development of Multi Level Parking Spaces in Jaipur City on Design, Build, Finance, Operate and Transfer Concession Framework.

management in the walled city and public transport system as a whole are also very poor and need to be improved.

The city has an uneven distribution of population. The walled city despite the lowest area has the largest density of population. Similarly, the JMC area is showing trends of densification that might lead to high levels of burden on the infrastructure. Infrastructure provision becomes a crucial concern in the high density areas.

The population of the city is in a dynamic stage i.e., it is expected to grow further in the coming decades. Planning for infrastructure especially housing, water supply, transportation, parking and sanitation would be crucial.

Taking forward this development process to address the bottlenecks in traffic and transport infrastructure, JMC has proposed to take up development of multi-level parking spaces at various sites in the city of Jaipur on Design, Build, Finance, Operate and Transfer basis.

Jaipur Municipal Corporation hereafter called JMC is developing multilevel parking spaces at 4 identified places in the city to organize the traffic movement and create designated places for paid parking.

JMC is planning to develop multi-level parking spaces along with commercial development at the following 4 sites:

- a. Ram Leela Maidan & Rangh Manch
- b. Opposite Mall – 21
- c. Ashok Marg Nallah
- d. Old Anaj Mandi, Chandpole Gate

JMC therefore looks for financially capable bidders/joint venture companies having substantial experience in planning, designing and development of multilevel parkings. JMC invites techno-commercial proposals from interested parties for design, build, finance, operate and transfer multilevel parking spaces cum commercial development at the above 4 sites in the city of Jaipur.

The detailed description the scope of work is given in Section 6 under the Terms of Reference. Technical Specifications are given in Section 7 and site maps are available in Volume III-Concept Designs and Drawings.



5. INFORMATION AND INSTRUCTIONS TO BIDDERS

Request for Proposal for Design, Build, Finance, Operate and Transfer of Multilevel Parking Spaces in Jaipur

JMC invites techno-commercial proposals from financially capable bidders/joint venture companies having substantial experience in planning, designing and development of multilevel parking spaces on Design, Build, Finance, Operate and Transfer (DBFOT) Concession Framework at 4 sites in the city of Jaipur.

The main objective of the project is to provide designated places for paid parking to improve the traffic infrastructure in the city of Jaipur and decongest the city by disallowing road side parking which reduces the effective carriageway.

Formats for submission and the Terms of Reference (TOR) are enclosed. The TOR describes broad scope of work and should guide in submission of the proposal.

5.1 Proposal Conditions

- 5.1.1 This Request for Proposal is not an offer to contract but represents a definition of specific requirements and an invitation to recipients to submit a response addressing such requirements. Issuance of this Request for Proposal, your preparation and submission of a response and the subsequent receipt and evaluation of your response by JMC does not commit JMC to award a contract to any bidder, even if all of the requirements stated in the Request for Proposal are met.
- 5.1.2 JMC may modify these requirements in whole or in part and/or seek additional bidders to submit bids. Only the execution of a written contract will obligate JMC in accordance with the terms and conditions contained in such a contract.
- 5.1.3 JMC shall not, in any way, be liable for any costs incurred by the respondents in preparing a response to this Request for Proposal or during subsequent discussions with JMC, regarding their Request for Proposal response.
- 5.1.4 All information contained in this Request for Proposal shall be considered "Confidential Information". As such, the Confidential Information shall be protected and maintained in strict confidence by all the recipients of such information. Confidential information shall not be disclosed or disclosure allowed by the bidder, except for the sole purposes of responding to this Request for Proposal.
- 5.1.5 In the event that disclosure of the Confidential Information to employees and authorized agents is necessary, Confidential Information may be disclosed to them on a need-to-know basis, but the bidder shall make these persons aware of the confidentiality of such information and they shall (and the bidder shall



cause them to) be bound by the terms and conditions of this Request for Proposal.

- 5.1.6 In no event shall this document, or any subsequent documents that may be made available in connection with this Request for Proposal, be copied, transcribed, or distributed in whole or in part without the specific prior written authorization of JMC. JMC reserves the right to require the return or destruction of all documents including extracts, summaries and related notes.

5.2 RFP Documents

RFP Documents contain the following:

- Volume I - Request for Proposal
- Volume II - Draft Development Agreement
- Volume III - Concept Designs and Drawings

5.3 Bid Document Fee

Interested Bidders can collect Request for Proposal Document from the office of Jaipur Municipal Corporation at Pandit Deendayal Upadhyay Bhawan, Lal Kothi, Tonk Road, Jaipur-302 014 (Rajasthan) on payment of Rs.5,000/- (Rupees Five Thousand Only) by Demand Draft in favour of Jaipur Municipal Corporation, payable at Jaipur on any working day from 30th October 2009 to 25th November 2009 during the time specified in the Schedule of Tendering Program Section 5.47. The RFP document can also be downloaded from the website of JMC – <http://jaipurmc.org> in which case the said bid document fee in the form of Demand Draft shall be enclosed with the Proposal.

5.4 Who can Bid?

- 5.4.1 Any Indian or Foreign firm, public limited company, private limited company or a joint venture of 2 or more of these (subject to a maximum of 3 entities) can bid subject to satisfaction of other eligibility criteria in terms of organization and experience.
- 5.4.2 Foreign companies intending to bid must ensure that they have the necessary approvals from RBI and FIPB for foreign exchange transactions.
- 5.4.3 Be legally competent to enter into contract as per prevailing laws.
- 5.4.4 Any entity which has been barred or disqualified either by GOI or JMC or their Departments or agencies from participating in projects (BOT or otherwise) and such disqualification subsists as on the date of submission of the proposal, would not be eligible to submit the proposal, either individually or as partner in a Joint Venture. Bidder to submit an affidavit to this effect.
- 5.4.5 Each bidder shall submit only one (1) proposal in response to this RFP. Any bidder which submits or participates in more than one proposal will be



disqualified and will also cause the disqualification of the JV/Bidder of which it is a partner as the case may be.

5.5 Essence of the Contract

The basic consideration and the essence of the contract shall be strict adherence to the quality and performance specifications for performing the works/services and development of infrastructure during the period of contract including operation and maintenance of parking spaces for a period of 30 years commencing from the Project Completion Date. The performance and quality specifications set out in this document shall be the basis of evaluation of offers.

5.6 Submission of Proposals

5.6.1 Proposals will be submitted in two or more separate envelopes as below:

- Envelope A - "Technical Proposal" (2 Copies)
- Envelope B - "Financial Proposal-Ram Leela Maidan & Rang Manch"
- Envelope C - "Financial Proposal-Opposite Mall – 21"
- Envelope D - "Financial Proposal-Ashok Marg Nallah"
- Envelope E - "Financial Proposal-Old Anaj Mandi, Chandpole Gate"

The Technical offer shall be submitted in two copies whereas Financial offer(s) in **one copy**. All the copies of the bids shall be placed in double cover with the Technical and Financial offers sealed in separate envelopes and clearly marked with project title followed by "Technical Proposal" and "Financial Proposal" for proper identification as below:

Envelope A - "Development of Multi Level Parking Spaces in Jaipur City-Technical Proposal"

Envelope B - "Development of Multi Level Parking Spaces in Jaipur City-Financial Proposal - Ram Leela Maidan & Rang Manch"

Envelope C - "Development of Multi Level Parking Spaces in Jaipur City-Financial Proposal - Opposite Mall - 21"

Envelope D - "Development of Multi Level Parking Spaces in Jaipur City-Financial Proposal - Ashok Marg Nallah"

Envelope E - "Development of Multi Level Parking Spaces in Jaipur City-Financial Proposal – Old Anaj Mandi, Chandpole Gate"

The outer most envelope containing Envelope A and Envelope B and/or Envelope C and/or Envelope D and/or Envelope E should be clearly marked as below:

"Techno Commercial Proposal for Development of Multi Level Parking Spaces in Jaipur City"



5.7 Technical Proposal

The Technical Proposal to be submitted as per formats enclosed in Section 8 shall comprise the following:

1. Tender Acceptance Letter (in the given format)
2. Power of Attorney in favor of Lead Partner by all the other Partners (Not required in case of sole bidder)
3. Power of Attorney in favor of the authorized representative of the company (Separately for all companies in case of Joint Venture)
4. Earnest Money Deposit in the form of Demand Draft in favour of Jaipur Municipal Corporation, payable at Jaipur from any scheduled commercial bank having a networth of not less than Rs. 500 Crores for an amount as given below:

S.No.	Name of the Site	EMD in INR
1	Ram Leela Maidan & Rang Manch	1,95,00,000.00
2	Opposite Mall – 21	35,00,000.00
3	Ashok Marg Nallah	60,00,000.00
4	Old Anaj Mandi, Chandpole Gate	75,00,000.00

5. **JV Agreement:** The Joint Venture Company submitting the proposal should submit, along with the proposal, the JV Agreement on a Stamp Paper of Rs. 100/- (Rupees One Hundred Only). The JV Agreement should clearly define the stake, roles and responsibilities of each partner of the Joint Venture. A separate Joint Venture Company shall be registered prior to signing of the Agreement.
6. Anti-Collusion Certificate
7. Affidavit of not being barred as per Clause 5.4.4 in the format given in Exhibit 12 in Section 8 of this RFP document
8. Bidders Organization
9. Financial Status
10. Similar Experience
11. RFP and all Bid Documents including Minutes of the Pre-Bid Meeting, Corrigendum(s), and Addenda etc. issued to the bidder during the Bidding Process, duly signed and stamped on each page.

Note:

1. **All the pages of the technical proposal must be numbered and reference to the relevant page number should be provided in the formats of submission.**



2. All the pages of the proposals must be hard bound (book binding)

5.8 Financial Proposal(s)

The Financial Proposal(s) shall be submitted as per formats enclosed in Exhibits 14A to 14D and shall be properly enclosed in an Envelope B or C or D or E respectively as per Clause 5.6. The Financial Proposal(s) along with Technical Proposal shall be properly enclosed in one single envelope as explained in Clause 5.6. Separate financial proposals are required to be submitted for each site. Bidders can bid for one or more sites.

5.8.1 While making assessment for the financial proposal the bidders should consider the following:

1. The commercial area permissible (approximate areas given in Clause 6.3) at each of the sites on lease for a period of 95 years for which the proposal is being submitted
2. The advertising revenue which can be generated from each of the sites including the one from glass facades covering the parking systems since JMC will not auction the advertisement rights at these sites separately.
3. The parking revenue which will accrue from parking demand in the region.

Note:

1. ***Bidders can bid for either 1 or 2 or 3 or all the sites. Bidders are required to submit separate financial proposals for all the sites clearly depicting the name(s) of the site on the envelope for Financial Proposal as explained in Clause 5.6.***
2. Conditional Financial Proposals shall be rejected
3. No terms and conditions from the format of Financial Proposal should be omitted
4. Bidders should submit only one copy of financial proposal for each site it is bidding for. Submission of more than one copy shall lead to rejection of the proposal.

5.9 Presentations

The responsible signatory party from the bidder organization shall be available to make presentation to BEC tentatively in the first week of December, the exact date and time may be confirmed from the Executive Engineer, JMC at the following nos.:



Development of Multi Level Parking Spaces in Jaipur City on Design, Build, Finance, Operate and Transfer Concession Framework.

Landline: +91-141-3269098

Mobile No.: +91-96674 43929

+91-96674 43975

These presentations should also be submitted in hard copy duly signed and stamped and shall form integral part of the overall proposal. The bidders shall be prepared with the presentations well in advance. The contents of the presentation should be strictly restricted to the architectural plan, quality assurance and approach and methodology to Operations and Maintenance of parking lots.

5.10 Joint Venture

5.10.1 The proposals can be submitted by more than one company together by forming a Joint Venture Company. The maximum number of Joint Venture Partners should be 3 (Three). Lead Partner of the Joint Venture shall hold largest share and not less than 26% in the Joint Venture. No Joint Venture Partner shall hold less than 10% share in the Joint Venture Company. Further it may be noted that at any time during the period upto 30 years (O&M for Parking) from project completion date the combined equity of the said JV partners should not be less than 51%. A Joint Venture Agreement executed by the parties agreeing to work jointly for the assignment and stating that they would be responsible jointly and severally, duly signed by authorized signatories of the respective partners of the Joint Venture (JV) should be enclosed with the technical bid. The aforesaid agreement should clearly indicate the division of responsibility both in terms of resources and technical inputs. The aforesaid Agreement must be executed on a Rs. 100/- Stamp Paper. Documents/details must be furnished by each partner of the JV complete in all respects along with the proposal.. Other conditions shall be as follows:

1. The foreign construction company / Developer may also apply for the project in association with Indian Partner subject to the prevailing Indian Laws.
2. The information of each JV partner shall be provided at the time of submission of this Proposal.
3. Upon award of the project the JV partners must register as a Joint Venture Company.
4. The JV Agreement shall, inter alia:
 - a. Convey the intent to form a Joint Venture Company with shareholding commitment(s) as stipulated in this 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 award to undertake the Project is given to the Bidder.
 - b. Clearly outline the proposed roles and responsibilities of each partner



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- c. Commit the minimum equity stake as stipulated, and
- d. Include a statement to the effect that all the JV Partners shall be liable jointly severally for the execution of the Project in accordance with the terms of the Development Agreement

5.10.2 Change in composition of Joint Venture

- a. There should be no change in the proposed JV structure after the submission of bid. If there are any changes in the proposed JV structure, JMC reserves the right not to consider change in the JV and to reject such proposal.
- b. If there is any change in the composition of JV leading to replacement of a member, other than Lead Partner after submission of bid, such change may be permitted in writing by JMC at its sole discretion, if a request in writing is made by the Bidder at-least fifteen (15) days before the date of opening of financial bid, with details of the member to be replaced and supporting document confirming that modified JV would continue to meet the eligibility criteria as specified in RFP documents.

Further, the Agreement should indicate the participation of the JV partners in the following format:

Joint Venture	Participation	
	Role/Work Area	Equity Participation
1.		
2.		
3.		

5.11 Proposal Preparation Cost

Please note that the cost of preparing the bids, presentation and of negotiating the contract including site visits etc. will be borne by the bidders themselves and in no case will be reimbursable by JMC.

5.12 Local Conditions

5.12.1 It will be imperative on each bidder to fully inform himself of all the local conditions and factors, which may have any effect on the execution of works/services covered under these documents and specifications. Intending Bidders shall visit the site(s) and make them thoroughly acquainted with the



local site conditions and traffic data. It is suggested to the bidders to conduct a demographic study to identify the local utility areas (markets / locality / residential areas, communication and transport conditions, effective labour and materials required to be involved and other features) which will help the Bidders to consider all such factors during estimation for performing the SOW as indicated in this RFP Document. It must be understood and agreed that all the factors have properly been investigated and considered while submitting the bids. No financial adjustment arising thereof shall be permitted by JMC, which are based on lack of such clear information. Further, no claim for financial adjustment to the project awarded on these specifications and documents will be entertained by JMC. In arranging the site visits, bidders may request for help and guidance from the office of Chief Executive Officer, Jaipur Municipal Corporation, Jaipur.

- 5.12.2 Bidders shall be deemed to have full knowledge of the site(s), whether physically inspected or not. JMC does not accept any responsibility or liability for any errors, omissions, inaccuracies or errors of judgment with respect to information or materials provided by JMC, in this RFP Documents or otherwise, respecting these sites and their surroundings. Although such information and materials are to the best of JMC's belief, their verification is the sole responsibility of Bidder.

5.13 Price Bids

- 5.13.1 The bidders are required to quote maximum premium per sq. m of built up commercial area along with the total premium payable to JMC, they are willing to pay to JMC as per the payment schedule given below in the prescribed formats given in Exhibits 14A to 14D of Section 8. The approximate commercial area for all the sites is given in Section 6 of this RFP document for computation of total premium as well as premium per sq. m.
- 5.13.2 In case the actual commercial area approved by the planning authority varies from what is specified in Section 6 of the RFP, the adjustment on account of such variation shall be done on proportionate basis depending on the premium per sq. m quoted by the bidder subsequent to the approval of architectural plan.

S. No.	Timeline for making the payment to JMC by the successful bidder	Payment to be made by the successful bidder to JMC (% of the total premium quoted by the bidder)
1.	Upfront before signing of the Agreement	25%
2.	24 months from the date of signing of the Agreement	15%



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3.	30 months from the date of signing of the Agreement	15%
4.	36 months from the date of signing of the Agreement	15%
5.	42 months from the date of signing of the Agreement	15%
6.	48 months from the date of signing of the Agreement	15%

The bidders are required to consider the following factors while assessing the price bids:

1. The commercial area permissible at each of the sites on lease for a period of 95 years for which the proposal is being submitted
2. The advertising revenue which can be generated from each of the site including the one from glass facades over the parking systems since JMC will not auction the advertisement rights at these sites separately
3. The parking revenue which will accrue from parking demand in the region. Parking charges are given in section 6 of this document. Bidder should consider a 5% year on year increase in parking charges for the entire period of 30 years
4. JMC is providing, along with the RFP document the tentative designs and parking technologies along with specifications for developments proposed at each site. Bidders must consider these as the minimum expected standards of development. Any design/technology below this will not be entertained. However the bidders shall be given the flexibility to propose any upward revision in the said designs/technologies.

5.14 Language of Bids

All information in the proposal shall be in English. Information in any other language shall be accompanied by its translation in English Language. Failure to comply with this requirement shall lead to disqualification of the proposal. In the event of any discrepancy in meaning, the English Language translation of all documents shall prevail.

5.15 Signature of the Bidder

The proposal must contain the name, residence and place of business of the authorized person or persons making the proposal and must be signed by the Bidder with his usual signature. The names of all the persons signing shall be stamped, typed or printed below the signature. Proposals by Corporation/company must be signed with the legal



name of the Corporation/Company by the President/Managing Director or other person or persons authorized to sign on behalf of such Corporation/Company in the matter. Significant evidence of authority of the person signing on behalf of the Bidder in the form of Power of Attorney shall be furnished with the proposal as per Section 5.7.

5.16 Vague and Indefinite Expressions

Proposals submitted by the bidders and containing vague and indefinite expressions such as “Subject to availability” etc. will not be entertained. Full responsibility is to be accepted by the bidder.

5.17 Late Bids

Bidders are advised in their own interest to ensure that the proposals reach the specified office well before the closing date and time of Proposal Submission. Any Proposal received after dead line for submission of Proposals may be rejected and returned unopened.

5.18 Non-Discriminatory and Transparent Bidding Proceedings

JMC shall ensure that the rules for the Bid Process for the Project are applied in a non-discriminatory, transparent and objective manner. JMC shall not provide to any Bidder information with regards to the Project or the Bidding Process, which may have the effect of restricting competition.

5.19 Prohibition against Collusion with other Bidder

Each Bidder shall warrant by its Proposal that the contents of its Proposal have been arrived at independently. Any Bid which has been arrived at through consultation, collusion, or understanding with any other prospective Bidder for the purpose of restricting competition shall be deemed to be invalid and the Bidder shall lose its EMD. The format of the required anti-collusion certificate has been provided in Exhibit 7 of Section 8 of this RFP document.

5.20 Inducements

Any effort by a Bidder to influence processing of Bids or award decision by JMC, or any officer, agent or Advisor thereof may result in the rejection of such Bidder's Proposal. In such a rejection of Proposal, the Bidder shall lose its EMD.



5.21 Confidentiality

- 5.21.1 JMC shall treat all the proposals and documents submitted by the bidder along with the proposals, information and solutions submitted by the bidders as confidential, and shall take all the reasonable precautions that all those who have access to such material shall treat this in confidence. JMC will not divulge any such information unless it is ordered to do so by any authority, which has the power to require its release.
- 5.21.2 Each bidder shall, whether or not it submits a proposal, treat the RFP documents, information and solutions provided by JMC in connection with the bidding proceedings as confidential for a period of five (5) years from the issuance of the RFP documents. During this period, the bidder shall not disclose or utilize any such documents, information without the written approval of JMC or as required by law or any governmental authority.
- 5.21.3 JMC shall have the right to release the bid information provided by the bidders to its advisors for the purpose of bid evaluation and negotiations. Each bidder shall have the right to release these RFP documents to its advisors and to financial institutions for the purpose of proposal preparation, negotiations and financing. Both JMC and the bidder shall ensure that their advisors and/ or financial institutions treat this information in confidence.
- 5.21.4 Any information relating to examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with the bid process until the award to the successful bidder has been communicated.

5.22 Proposal Preparation Cost

The Bidder shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the Bidding Process. JMC shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding.

5.23 Earnest Money Deposit (EMD)

- 5.23.1 The bidders are required to pay an Earnest Money Deposit in the form of Demand Draft in favour of 'Jaipur Municipal Corporation', payable at Jaipur from any scheduled commercial bank having a networth of not less than Rs. 500 Crores.
- 5.23.2 The amount of EMD payable for participating in the process for each of the sites is as below:



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S.No.	Name of the Site	EMD in INR
1	Ram Leela Maidan & Rang Manch	1,95,00,000.00
2	Opposite Mall – 21	35,00,000.00
3	Ashok Marg Nallah	60,00,000.00
4	Old Anaj Mandi, Chandpole Gate	75,00,000.00

5.23.3 The D.D. for EMD must be enclosed in the envelope containing the technical proposal. Any Proposal without EMD shall be liable for rejection. The amount of EMD shall not carry any interest.

5.23.4 The EMD shall be valid for a minimum period of ninety (90) days more than Bid Validity Period. Upon any extension of the Bid Validity Period, the validity of the EMD shall be extended by a corresponding period.

5.23.5 JMC shall have the right to reject the proposal, which does not include the Earnest Money Deposit. Such proposal shall be treated as non-responsive.

5.24 Return of EMD

5.24.1 The EMD paid by all the unsuccessful bidders except the second highest bidder shall be refunded to them without interest, within 30 days of issue of Letter of Award to the successful bidder; or after the date of expiry of validity of the proposal, unless the validity of the proposal is extended by mutual consent.

5.24.2 The EMD of the second highest bidder shall be refunded after the signing of the Agreement with the successful bidder.

5.24.3 The EMD of the successful bidder shall be returned on payment of Performance Guarantee as per clause 5.26 in accordance with the terms of the RFP documents.

5.24.4 In addition to the above, JMC will release EMD of all the bidders in the event JMC decides to terminate the bidding process.

5.25 Forfeiture of EMD

The EMD shall be forfeited by JMC, in the following cases:

- a. The bidder withdraws or modifies his bid after the proposal due date
- b. Successful bidder fails to sign the agreement within the stipulated deadline
- c. Successful bidder fails to furnish the Performance Guarantee within the stipulated time.
- d. Any other condition as per the RFP



5.26 Performance Security

The Successful Bidder shall for due and faithful performance of its obligations during the prescribed period of 30 years (starting from the project completion date) for Operation and Maintenance of the Parking Infrastructure, provide to JMC, Performance Security in form of an irrevocable and unconditional Bank Guarantee (in the format prescribed in Exhibit 15 of the RFP) from any Scheduled Commercial Bank whose net worth is Rs. 500 Crores and above within fifteen (15) days of issuance of Letter of Award by JMC or before signing of the agreement, whichever is earlier. The Performance Security shall be released to the Successful Bidder as per provisions of the Development Agreement. The Performance Security payable for each of the sites shall be as under:

S.No.	Name of the Site	PS in INR
1	Ram Leela Maidan & Rang Manch	10,00,00,000.00
2	Opposite Mall – 21	2,00,00,000.00
3	Ashok Marg Nallah	3,50,00,000.00
4	Old Anaj Mandi, Chandpole Gate	4,00,00,000.00

The bank guarantee must be renewed every year atleast 15 days before its expiry till the end of contract period

5.27 Communication between Bidders and JMC

All communication, unless specified otherwise, on this RFP documents to JMC shall be addressed to:

Chief Executive Officer

Jaipur Municipal Corporation
Pandit Deendayal Upadhyay Bhawan
Lal Kothi, Tonk Road,
Jaipur-302 014 (Rajasthan)

All communication to the Bidder shall be sent to the Authorised Representative & Signatory at the addresses mentioned in the covering letters to this RFP, unless JMC is advised otherwise in writing.

5.28 Interpretation of Documents

JMC will have the sole discretion in relation to:

5.28.1 The interpretation of this RFP, the proposals and any documentation provided in support of the proposals; and



5.28.2 All decisions in relation to the evaluation and ranking of proposals, whether or not to require any clarifications or additional information from the bidder in relation to its proposal and the selection of the successful bidder

5.28.3 JMC will have no obligation to explain its interpretation of this RFP, the proposals or their supporting documentation and information or to explain the evaluation process, ranking process or the selection of the successful bidder.

5.29 Pre-Bid Meeting

Pre-Bid meeting shall be conducted by JMC as per the schedule indicated in this document. The Bidders shall depute their representatives who should be competent / authorized to take on the spot decisions. JMC will hold a Pre-Bid Conference in order to clarify and discuss any provision(s) or requirement(s) with respect to technical/commercial parameters of the Project, the RFP documents or any other related issues. Decisions communicated to the bidders after pre-bid or otherwise shall become part of the RFP documents. Doubts on the specifications and/or any other issues shall be frozen after the Pre-Bid meeting.

5.30 Enquiries concerning the RFP Documents

5.30.1 To make the Pre-Bid Conference more productive, JMC encourages a careful review of RFP documents and preparation of the observations/ comments by the Bidder. The Bidders should send their comments in writing at least two (2) days prior to the date of Pre-Bid Conference. Inquiries/ comments received after the set time limit may not be addressed at the Pre-Bid Conference by JMC.

5.30.2 JMC, at its discretion, may respond to the inquiries submitted by any Bidder after the date of the Pre-Bid Conference. Such a response will be sent in writing to all the Bidders and will qualify as an "Addendum/Corrigendum".

5.30.3 All inquiries should be submitted to the JMC in writing by a letter or facsimile transmission.

5.30.4 No interpretation, revision or other communication regarding this solicitation is valid unless in writing and is signed by either the Chief Executive Officer or an officer so designated by the Chief Executive Officer

5.30.5 Written copies of JMC responses, including a description of the inquiry but without identifying its source, will be sent to all the Bidder(s) and will qualify as an "Addendum/Corrigendum".

5.31 Amendment of RFP

5.31.1 On the basis of the pre-bid conference and any further discussions with any/all bidder(s) which JMC may hold on its own discretion, JMC may make changes in the technical/commercial parameters for the project, which would be common



for all bidders. Such changes in the technical / commercial parameters of the project will qualify as an “Addendum/Corrigendum”.

- 5.31.2 At any time prior to the deadline for submission of proposals, JMC may, for any reason, whether at its own initiative or in response to clarifications requested by bidder, modify the RFP by the issuance of an “Addendum/Corrigendum”.
- 5.31.3 The addendum/corrigendum will be sent in writing to all the bidders and will be binding upon them. Each such addendum/corrigendum shall become part of the RFP documents. The bidder shall promptly acknowledge the receipt thereof to JMC.
- 5.31.4 In order to offer prospective bidders a reasonable time to take into account an addendum/corrigendum while preparing their proposals, or for any other reason, JMC may, at its discretion, extend the proposal due date.

5.32 Equal Information Policy

- 5.32.1 Should any bidder raise a question, which is considered to be of general interest, JMC reserves the right to circulate both question and answer to all other respondents/ bidders. In this event, the identity of the bidder(s) raising the issue will not be disclosed.
- 5.32.2 JMC is providing, along with the RFP document the tentative designs and parking technologies along with specifications for developments proposed at each site. Bidders must consider these as the minimum expected standards of development. Any design/technology below this will not be entertained. However the bidders shall be given the flexibility to propose any upward revision in the said designs/technologies.

5.33 Proposal Due Date

- 5.33.1 JMC requires that proposals responding to this solicitation be submitted to JMC latest by 1500 hours on 25th November 2009 in the manner and form as detailed in this RFP. The proposals should be submitted at the following address:

Chief Executive Officer
Jaipur Municipal Corporation
Pandit Deendayal Upadhyay Bhawan
Lal Kothi, Tonk Road,
Jaipur-302 014 (Rajasthan)

- 5.33.2 Proposals submitted by either facsimile transmission or telex will not be acceptable. Any proposal received after the proposal due date shall promptly be returned unopened to the bidder that submitted it.



- 5.33.3 JMC may, in its absolute discretion and prior to the proposal due date stated above, extend the deadline for submission of the proposals. Notice of any extension of the proposal due date shall be given promptly to all in the form of a supplementary advertisement notice on the website of JMC.
- 5.33.4 All Inner and Outer packages shall indicate the name and address of the single Bidder / Lead Partner of Joint venture to enable the Proposal to be returned unopened in case it is declared late or is otherwise not accompanied by the other Bid Documents.
- 5.33.5 If the envelopes and the packages are not sealed, marked and addressed as required above, JMC shall assume no responsibility for the Bid's misplacement or premature opening of the Proposal.

5.34 Bid Validity Period

- 5.34.1 The Bids/Proposals shall be kept valid for a period of one hundred twenty (120) days from the stipulated last date for submission of proposals. The overall offer for the assignment and bidders quoted premium shall remain unchanged during the period of validity. In case the Bidder withdraws, modifies or changes his offer during the bid validity period, the Earnest Money Deposit paid by him shall be forfeited without assigning any reason thereof.
- 5.34.2 JMC may request one or more extensions of the Bid Validity Period for a Bid/Proposal for a total period of up to two hundred forty (240) days from the Proposal Due Date. To make such request, JMC shall give a notice in writing to the Bidders at least fourteen (14) days prior to expiration of the Bid Validity Period. If any Bidder does not agree to the extension, it may withdraw its Proposal without forfeiting its EMD by giving a notice in writing to JMC of its decision prior to the expiration of such extended Bid Validity Period. In case, JMC does not receive any written notice of withdrawal prior to expiration of the Bid Validity Period, the requested extension shall be deemed to have been accepted by the Bidder(s).
- 5.34.3 The Bid Validity Period of the Successful Bidder shall be automatically extended till the date on which the Development Agreement is signed and is in force.
- 5.34.4 When an extension of the Bid Validity Period is requested, Bidders shall not be permitted to change the terms and conditions of their Proposals.

5.35 Rejection of Proposals

- 5.35.1 JMC reserves the right to accept or reject any or all proposals without giving or assigning any reason for its decision.
- 5.35.2 Proposals are liable to be rejected in case any of the particulars / prescribed information is either missing or incomplete in any respect and/or if the prescribed conditions are not fulfilled.



5.35.3 Canvassing in connection with the tender is strictly prohibited and proposals submitted by the bidders who resort to canvassing are liable to be rejected.

5.35.4 Proposals not adhering to the conditions set out in this RFP and not in conformity to the formats of submission are liable to be rejected.

5.36 Right to Accept or Reject Any or All Bids

Evaluation of Proposals shall be at the sole discretion of BEC and no suggestion and/or communication shall be entertained in this regard. JMC reserves the right to reject or accept and to annul the Bidding Process and reject all Bids/Proposals at any time prior to the award of contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the ground for JMC's action.

5.37 Technical Qualification

5.37.1 The marking system in Section 5.39 is for the site Opposite Mall-21. The slabs for the marking system for other sites are mentioned in multiples of those for Mall -21 under the Note to Marking system in Section 5.39

5.37.2 For the purpose of this RFP, the bidder which could be single entity or a joint venture shall be evaluated on the following:

- a. Development or construction of core infrastructure projects (either individually or as a partner of a Joint Venture Company)
- b. Development or construction of similar Infrastructure projects (either individually or as a partner of a Joint Venture Company)

5.37.3 Documentary proof is required to be submitted along with experience claimed by the bidder. The following documentary proofs must be submitted by the bidder at the time of Proposal submission:

- a. Completion Certificates from the client for the Experience claimed in case of completed projects. The completion certificates should be duly referenced to the experience claimed.
- b. Contract Agreements of projects which are awarded and under execution along with a certificate from the client regarding the stage of the project in terms of percentage completion
- c. Only in certain cases, where Completion Certificates are not available JMC may consider the Certificate on the letter head of the company duly countersigned by a Chartered Accountant specifying the scope of work, project cost, amount invoiced, concession framework and consideration. However this should be accompanied with relevant contract agreements.



5.38 Examination of Proposals

5.38.1 BEC will examine all the Proposals to determine whether they are complete in all respects as specified in RFP Document supplied to the Bidders.

The Proposals submitted by Bidders shall be initially scrutinized to establish “Responsiveness”. A Proposal shall be deemed “Responsive” if it satisfies all of the following requirements:

- a. It is received by the due date specified;
- b. It includes requisite information for it to be evaluated and is in the formats specified;
- c. It is signed, page numbered, bound and sealed in the manner and to the extent indicated in this RFP;
- d. It is accompanied by a valid Earnest Money Deposit ;
- e. Envelope A contains all information as provided in the checklist of this RFP document.
- f. Envelope A should not contain financial proposal

A Proposal not satisfying any of the above conditions shall be deemed to be Non-Responsive. Only those proposals will be technically evaluated which conform to the minimum requirements as stipulated above.

5.38.2 Technical Proposals

Technical Proposals received and found valid will be evaluated by BEC to ascertain the best proposal in the interest of JMC for the complete works/services under the terms of reference, specifications and documents. The Bidder should take enough care to submit all the information sought by JMC in the desired formats. The technical proposals will be evaluated out of total 100 Marks. It is mandatory to score atleast 60% marks overall to be eligible for opening of the financial proposal and such bidders who score 60% marks in the technical proposals will be referred to as Technically Evaluated Responsive Bidders. The marking system for technical proposal is set out in Clause 5.39.

5.38.3 Financial Proposals

The Bidder will quote an upfront premium which it is willing to pay to JMC as stipulated in the format of financial proposal(s) along with maximum premium per sq. m of commercial space (Exhibits 14A to 14D) and outlined in Clause 5.13. Significant lack of clarity on any item as called for above could lead to the



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proposal being rejected, if it hinders a uniform evaluation process, even if the proposal meets all other bidding and technical criteria.

Those pre-qualified applicants who secure 60% or more in the technical proposals shall only qualify for consideration of opening of financial proposals. Financial proposals of all qualifying bidders will be opened for which intimation will be given to all pre-qualified bidders (Technically Evaluated Responsive Bidders) who, if they so desire, can remain present.

5.39 Marking System

The Proposed Marking System for evaluation of proposals is given below. This marking system is for the site Opposite Mall – 21.

Evaluation Criteria		Maximum Marks
A	Organization Related (15 Marks)	
A1	Year of Incorporation/Operation of the Lead Partner or Sole Bidder	7
(i)	Less than 3 years	0
(ii)	3 years – less than 5 years	4
(iii)	5 years – less than 7 years	6
(iv)	7 years and more than 7 years	7
A2	Organization Status	8
(i)	Jt. Venture Company	4
(ii)	Pvt. Ltd. Company	6
(iii)	Public Limited Company	8
B	Financial Status of the Sole Bidder/Joint Venture (20 Marks)	
B1	Average Annual turnover during last 3 years starting 2006-07 to be adjusted for cost increase by 8% p.a.	10
(i)	Less than Rs. 10 Crores	0
(ii)	Rs. 10 Crores to less than Rs. 15 Crores	4
(iii)	Rs. 15 Crores to less than Rs. 20 Crores	6
(iv)	Rs. 20 Crores to less than Rs. 25 Crores	8
(vi)	Rs. 25 Crores and above	10
B2.	Networth (Share Capital+Reserves & Surplus-Accumulated Losses if any)	10
(i)	Less than Rs. 5 Crores	0
(ii)	Rs. 5 Crores to less than Rs. 10 Crores	4
(iii)	Rs. 10 Crores to less than Rs. 15 Crores	6
(iv)	Rs. 15 Crores to less than Rs. 20 Crores	8
(v)	Rs. 20 Crores and above	10
C	Experience (45 Marks)	
C1	Experience in development of Parking Spaces with Semi-Automated/Automated Car Parking Systems with no. of ECS as below:	15
(i)	Less than 50 ECS	0
(ii)	50 ECS to less than 100 ECS	6
(iii)	100 ECS to less than 150 ECS	9
(iv)	150 ECS to less than 250 ECS	12
(v)	250 ECS or more	15



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C2	Experience in Development of Real Estate Projects, Industrial / Commercial Development, Civil Construction of Buildings in last 5 years (cumulative built up space).	10
(i)	Less than 5000 sq. m of built up space	0
(ii)	5000 sq. m to less than 7500 sq. m of built up space	4
(iii)	7500 sq. m to less than 10000 sq. m of built up space	6
(iv)	10000 sq. m to less than 15000 sq. m of built up space	8
(v)	More than 15000 sq. m of built up space	10
C3	Experience in development of Parking and/or Real Estate Projects on Public Private Partnership basis having a project cost in Rs. as under:	10
(i)	Less than Rs. 5 Crores	0
(ii)	5 Crores to Less than Rs. 10 Crores	4
(iii)	10 Crores to Less than Rs. 25 Crores	6
(iv)	25 Crores to Less than Rs. 50 Crores	8
(v)	50 Crores or more	10
C4	Experience in Operation & Maintenance of Parking Spaces with Semi-Automated/Automated Car Parking Systems:	10
(i)	Less than 50 ECS	0
(ii)	50 ECS to less than 100 ECS	4
(iii)	100 ECS to less than 150 ECS	6
(iv)	150 ECS to less than 250 ECS	8
(v)	250 ECS or more	10
C5	Area in sq. m proposed to be earmarked for parking facility. Marks will be given on proportionate basis. Bidder proposing the highest area for parking space will be awarded 10 marks and the other bidders will be awarded the marks on proportionate basis as per S. no. 5 in note below. This area mentioned shall align with the architectural plan in the presentation as per D below.	10
D	Presentation	10
	Architectural Design, Quality Assurance, Approach to Operation and Maintenance of Parking Spaces. (Hard Copies of Designs to be submitted) Note: The presentation has to specifically address the above issues practically and should not be based on general theory or what is submitted in the proposal.	
Total		100

Note:

1. The marking system is for the site opposite Mall-21. The Slabs for the marking system for other sites shall be as per the specified multiples of those mentioned in Mall 21 as below:

S. No. of Marking System	Ashok Marg Nallah	Old Anaj Mandi, Chandpole Gate	Ram Leela Maidan & Rang Manch
A1	Same as Mall - 21	Same as Mall - 21	Same as Mall – 21
A2	Same as Mall – 21	Same as Mall – 21	Same as Mall – 21
B1	2 times that of Mall-21	2 times that of Mall-21	4 times that of Mall-21
B2	2 times that of Mall-21	2 times that of Mall-21	4 times that of Mall-21
C1	2 times that of Mall-21	2 times that of Mall-21	4 times that of Mall-21
C2	2 times that of Mall-21	2 times that of Mall-21	4 times that of Mall-21



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C3	2 times that of Mall-21	2 times that of Mall-21	4 times that of Mall-21
C4	2 times that of Mall-21	2 times that of Mall-21	4 times that of Mall-21
C5	Independent of Mall-21	Independent of Mall-21	Independent of Mall-21

2. For the purpose of evaluation the experience of all the members of the bidding entity will be considered. In case of ongoing assignments the certificates must be made available from the client regarding the status of the same along with a copy of complete contract agreement.
3. In case of a JV, the consolidated strength of all the JV Partners (including Lead Partner) shall be considered. In the case of Financial Status of the company as per Part B of the Marking System, strength of the JV Partner in proportion to the proposed equity investment in the JV shall be considered.
4. The Eligible Bidders who score more than 60 marks on the above proposed marking system would be referred to as Technically Evaluated Responsive Bidders.
5. For marks in C5
 - Bidder proposing the maximum area in sq. m for parking shall be awarded 10 marks
 - Any other bidder will be awarded marks as calculated below;

$$\text{Marks awarded} = 10 \times \frac{\text{Area for parking proposed by the bidder (sq. m)}}{\text{Maximum area proposed by any bidder (sq. m)}}$$

5.40 Clarifications

JMC reserves the right to call for additional information/clarifications from the bidders.

5.41 Successful Bidder

The Technically Responsive Bidder quoting the highest premium amount to JMC in the financial proposal will be selected as the successful bidder.

5.42 Letter of Award (LOA)

Subsequent to the evaluation of proposals and declaration of the successful bidder, JMC, will notify the successful Bidder in writing by issuing a LOA that it's Bid has been accepted and the project would be awarded to it subsequent to fulfilling the other conditions and payment of premium to JMC within stipulated deadlines.



5.43 Award of Contract

The contract for the assignment would be awarded to the best qualified and responsive Bidder offering the bid in conformity with the requirements of these specifications and documents and JMC shall be the sole judge in this regard depending upon the marks obtained by each bidder in accordance with Clause 5.38 and Clause 5.39 of the RFP.

5.44 Signing of the Agreement

5.44.1 The successful bidder will be required to sign the Agreement within a maximum period of 15 days from the date of issuance of Letter of Award (LOA) by JMC. All the supporting documents including RFP Documents, Amendments to RFP Documents (if any) shall be submitted along with the Response to RFP. Until the contract is signed, the LOA shall remain binding amongst the two parties.

5.44.2 **Date of Commencement:** Date of Commencement of Construction by the successful bidder/developer shall be the Effective Date, i.e. the date on which all the conditions precedent are fulfilled by both the parties or waived in writing. This Date of Commencement of Works shall be treated as the Date of Commencement for all practical purposes unless explicitly specified otherwise. For Operation and Maintenance of Parking lots the Date of Commencement shall be the Project Completion Date (date on which construction is completed and certificate to that effect is obtained from JMC). Work Order shall be issued by JMC after execution of the Agreement.

5.44.3 The RFP document Volume I, RFP Volume II, RFP Volume III, any amendments to the said documents, Addendums, Corrigendum, Minutes of Pre-Bid Meeting and any other document issued in relation to the contract shall form part of the Agreement.

5.45 Sources of Funds

The responsibility to raise funds for the Project would entirely and solely rest with the Successful Bidder without any participation from JMC.

5.46 Issue of Bid Documents

5.46.1 Please note interested bidders are requested to collect the bid documents and submit the proposals to the office of the Chief Executive Officer, Jaipur Municipal Corporation, Jaipur. The RFP documents can also be downloaded from the website of JMC i.e. <http://www.jaipurmc.org>. RFP documents shall be available from 30th October 2009 to 25th November 2009 on payment of Rs. 5000/- (Rupees Five Thousand Only) by way of demand draft in favour of Jaipur



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Municipal Corporation payable at Jaipur. In case the RFP document is downloaded the Bid Document Fee Demand Draft shall be enclosed with the Technical Proposal.

The Bids should be delivered to:

Chief Executive Officer

Jaipur Municipal Corporation
Pandit Deendayal Upadhyay Bhawan
Lal Kothi, Tonk Road,
Jaipur-302 014 (Rajasthan)

5.46.2 However, bidders should note that in case of proposals sent through courier or post, JMC shall not be responsible for late receipt of proposals. Proposals received late will not be considered. JMC will also not be responsible for any tampering, damage of sealed envelopes or missing documents from the envelopes, if any, sent by post or through courier.

5.47 Schedule of Tendering Program

Issue of RFP documents	30 th October, 2009 to 25 th November, 2009 between 1100 hours to 1700 hours on all working days and upto 1200 hours on 25 th November 2009
Last date for sending the pre-bid queries	17 th November, 2009 upto 1700 hours
Pre-bid meeting	19 th November, 2009 at 1500 hours
Last date of submission	25 th November, 2009 upto 1500 hours
Date of Opening of Technical Proposals	25 th November, 2009 at 1600 hours, if possible
Opening of Financial Proposals	To be informed separately to the bidders
Note: No offer will be accepted after the last date & time of submission.	

The Bidders are requested to go through (i) Instructions to Bidders, (ii) Terms of Reference, (iii) Service Level and Technical Specifications and (iv) List of Various Enclosures to be submitted by them along with complete RFP document and the scope of work under to be performed by them. The bidders should fully inform themselves of all the terms & conditions, scope of work and the local conditions of this project.

Chief Executive Officer





6. TERMS OF REFERENCE

6.1 Need for the Project

Jaipur is one of the fastest growing mega cities of the country with an annual average growth rate of 4.5% where as the national urban growth rate is only 2%. With its current growth trend, it is likely to supercede many other cities. Due to this Jaipur is facing several infrastructure problems, where one of the major problems is the lack of adequate parking spaces.

Parking is a major issue in the walled city area and an emergent issue in the rest of the city. The tendency in Jaipur is of commercialization along the main roads. Initially, the plots along these roads were residential in nature but with increasing land value and traffic on these roads, they got commercialized. The commercialization led to an increase in parking demand along these roads which in turn reduced the effective carriage way. The problem of unorganized on-street parking has resulted in narrowing the already narrow roads of the city leading to traffic congestion. The addition of new vehicles on road everyday has further aggravated the problem.

There is ever increasing pressure on the roads in walled city due to encroachment, excessive commercialization and vehicular movement. Lack of proper Traffic Management in the city is adding to the woes. Inadequate infrastructure facilities near and around the tourist places exert additional pressure on the existing infrastructure available for other purposes. Further, the consequence of inadequate public transportation has been a significant growth in the number of vehicles in the city and district as a whole whereas the infrastructure in terms of roads and parking spaces has not been augmented proportionately.

The economic profile of the city suggests that although the city has tremendous potential to emerge as an economically developed city, it is nevertheless beset by several constraints. Walled city is still the center of many economic activities despite poor infrastructure facilities. Also there are no organized commercial spaces for retail markets. Traditional bazaars in the walled city have reached saturation levels with respect to infrastructure and spaces. Inflow of tourists is fluctuating and there is a dearth of tourism infrastructure near the tourist spots which needs to be augmented. Parking and traffic management in the walled city and public transport system as a whole are also very poor and need to be improved.

The city has an uneven distribution of population. The walled city despite the lowest area has the largest density of population. Similarly, the JMC area is showing trends of densification that might lead to high levels of burden on the infrastructure. Infrastructure provision becomes a crucial concern in the high density areas.



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The population of the city is in a dynamic stage i.e., it is expected to grow further in the coming decades. Planning for infrastructure especially housing, water supply, transportation, parking and sanitation would be crucial.

6.2 Objective of the Project

The objective of this project is to improve the parking infrastructure for the rapidly increasing urban population and also to provide essential facilities and services across the fast growing city through Public Private Partnership (PPP). The Jaipur Municipal Corporation (JMC) intends to undertake the development of Multilevel Parking Spaces along with commercial development at 4 identified sites in the city of Jaipur as below:

- a. Ram Leela Maidan & Rang Manch
- b. Opposite Mall – 21
- c. Ashok Marg Nallah
- d. Old Anaj Mandi, Chandpole Gate

To expedite development JMC decided that implementation of projects will be on PPP mode.

6.3 Scope of Work and Site Details

The Successful Bidder has to carry out the developments on one or more of the sites mentioned in Section 6.2. The developments shall comprise of civil construction of basements (where required), commissioning of parking modules in the basements and over the surface (as the case may be), construction of commercial complexes, staircases, elevators, lifts, and public utilities and other supporting infrastructure. The developer has to do the Operation & Maintenance of the Parking Lots for a period of 30 years after the construction period starting from project completion date.

6.3.1 Area Details

Area details of the 4 sites under consideration are as below:

S. No.	Site/Location	Area Sq. m
1	Ram Leela Ground & Rang Manch	10647.16
2	Old Grain Mandi Chandpole Gate	7541.53
3	Ashok Marg Nallah	5418.40
4	Opposite Mall 21	2593.00

6.3.2 Development Obligations

- a. On the sites the Successful Bidder shall make arrangements and provide at all times car parking spaces for commuters



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- b. The minimum no. of ECS that are required to be provided by Successful Bidder and the approximate area for Commercial Development is as follows. Concept plan is provided in Volume III of the RFP for reference which shall be the basis of Financial Proposal.

S. No.	Site/Location	Minimum no. of ECS Successful bidder to develop	Commercial Development	Parking Infrastructure	Approximate Commercial built up area Sq m
1	Ram Leela Ground & Rang Manch	1800	Rang Manch G+3 and Basement Level L1. No commercial over Ram Leela Ground	3 basement levels at Ram Leela Ground and 2 basement levels L2 and L3 for Rang Manch	7250
2	Old Grain Mandi Chandpole Gate	600	G+2 for commercial along with a part of basement Level L1.	2 levels of basement. Part of Level L1 and complete Level L2	6100
3	Ashok Marg Nallah	400	G+3 for Commercial by partly covering the Nallah.	Upto 12m above the ground after partly covering the Nallah	4750
4	Opposite Mall 21	300	G+3 for Commercial.	Upto 22m above the ground.	1650

- c. While undertaking development of the Project, the Successful Bidder shall adhere to the latest amended National Building Code of India, other relevant IS Codes and practices, Development Control Rules, FSI Limits, statutory requirements, laws of land, the principles of good industry practices and any other norms as applicable from time to time.
- d. Parking shall be managed and maintained by the Successful Bidder to the satisfaction of JMC for the entire period of 30 years after the date of commissioning. Maintenance of the parking facility including annual maintenance and all repairs with spare parts, furniture, fixtures and fittings required thereof will be done by the Successful Bidder for the duration of the contract and the developer shall ensure that all the systems are in working condition for the period of contract. Initial parking charges as well as increase in the parking tariff within reasonable limit (maximum 5% year on year) shall be affected only after approval from JMC.
- e. The Parking area shall be equipped with modern parking management system consisting of required gadgets like sensors, video camera, computers, security systems, signage etc. to guide commuters/public towards vacant parking area/floor for its smooth operation including efficient



collection system of parking charges. All these components are to be maintained and ensured to be in working condition by the developer for the period of 30 years from project completion date.

- f. Parking shall be available for genuine commuters round the clock. The parking hours and parking charges shall be displayed at all entry/exit locations of the parking area. The developer shall get the parking charges approved from JMC and shall be as under:

First 2 hours	20 Rs
Every additional 2 hours	10 Rs. Subject to a maximum of 50 Rs.
Full Day	50 Rs.
Monthly Pass	800 Rs.

For 2-wheelers the parking charges shall be 50% of the above charges. An annual increase of 5% may be considered on the existing charges.

- g. Bidders are required to submit proposed layout drawing for all parking floors showing no. of ECS accommodated.
- h. The Successful Bidder is required to provide approach to the basement level parking through ramps and minimum 2 exits should be provided.
- i. The Successful Bidder is required to carryout commercial development as per the permissible norms and DCR. The bidder is required to undertake commercial development such as shopping mall, hypermarkets/ shopping complex, retails showrooms for consumer goods/garments/electronics, restaurants, food courts/supermarket/ departmental store, ATMs etc depending on the characteristics of the surroundings and demand to realize maximum revenue.
- j. Developer is required to construct the above mentioned facilities within period of twenty-four (24) months from the effective date as per the agreement. The successful bidders shall Design, Build, Finance, Operate and Transfer Multi Level Parking at Sites and allied facilities on the plot earmarked for the purpose. The developer shall have to maintain the parking lot for a period of 30 years from the project completion date. At the end of said period or sooner termination of this Agreement for any reason whatsoever all rights given under this Development Agreement shall cease to have effect and the Site and Project Facility with all the furniture and fixtures and other assets permanently attached to the Project Facility shall revert to JMC without any obligation to JMC to pay or adjust any consideration or other payment to Developer.
- k. The commercial area constructed by the developer will be available to the developer for 95 years lease from the date of signing of Agreement. Sub



tenancy shall be done after taking prior NOC from JMC for each such agreement with the subtenants.

- l. The developer shall pay all the statutory taxes and shall be responsible for all the approvals from the relevant authorities. JMC shall act as a facilitator in getting the requisite approvals
- m. The developer shall be responsible for any defect in construction of civil structures and malfunctioning of mechanical systems for the entire O&M period.

Note:

In case of commercial development at Rang Manch site the crown of the commercial complex shall be designed in line with the design of the existing percota wall behind the complex. The entire design of the building should gel with the existing culture of the surrounding. The set-backs as applicable shall be considered during the development.

6.4 Consideration and Revenue for the Developer

The developer shall accrue revenue from the following sources:

1. Revenue accruing from parking charges
2. Sub Lease of commercial space developed on the land earmarked for the same which is leased to the developer for a period of 95 years. Each subtenancy agreement would require prior NOC from JMC.
3. Revenue from hoardings and advertisement rights since JMC is not carrying out the auction for advertising rights separately

Bidders are required to consider all the above revenue streams while preparing their financial proposals. JMC is also providing, along with the RFP document, the tentative designs and parking technologies (overground puzzle, pit puzzle and tower parking) along with specifications for developments proposed at each site. Bidders must consider these as the minimum expected standards of development. Any design/technology below this will not be entertained. However the bidders shall be given the flexibility to propose any upward revision in the said designs/technologies.



7. TECHNICAL SPECIFICATIONS

7.1 Parking Structure Design Specifications

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

Table 7.1 – Design of Parking Structure

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

Table 7.2 – Covenants

S. No.	Type of Parking	Item Description	Covenant
1	Manual parking	Construction below ground	Should not exceed three basement levels
2	Manual parking	Height of parking without elevators	Should not exceed three floors
3	Manual parking	Height of each basement floor	Clear Floor height Should not less than 3.6 m
4	Manual / Semi-Automatic (required human intervention in vehicle handling below ground)	Depth of construction below ground	Should not exceed three basement levels or 12.0 m below ground whichever is less.
5	Manual parking	Space for calculation one ECS including circulation within parking structure.	Not less than 28m ² per ECS for ground floor covered parking and 32m ² per ECS for underground
6	Manual parking / semi automatic	Parking bay/slot dimension per car space	Not less than 5.6 m long and 2.4 m wide.
7	Automatic / Semi-automatic (if mechanical parking bays are proposed)	Space per ECS including circulation	Not less than 16 sq. m
8	Manual parking semi-automatic	Air conditioning	Preferable but not mandatory. However,



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			mechanical ventilation must be provided to permit a minimum of 15 air changes per hour for normal ventilation and 30 air changes per hour in case of fire or distress call.
9	Fully automatic	Retrieval time	Not more than 3 minutes
10	Semi automatic (operator assisted)	Retrieval time	Not more than 5 minutes
11	Manual / semi automatic (if ramps is provided)	Gradient of ramp	Not steeper than 1:6 ratio with minimum transition space of 5 m at termination of the ramp
12	Manual / Semi-automatic	Width of ramp	Minimum of 6.5 m width for two way traffic and only 4.5m for one way traffic
13	Automatic / semi-automatic (if car lifts are used)	Number of car lifts	A minimum number of 3 cars lifts for entry and exit with atleast one lift for entry one lift exit and one as stand by.
14	Manual / Semi-automatic / automatic	Carriageway of pavement for circulation space within parking facilities	Not less than 4.5 m, if one way, and not less than 6.0 m if it is two ways flow.
15	Automatic/ semi-automatic	Power back up	Not less than 100% with automatic switch over mechanism
16	Automatic/ semi-automatic	Sound emission	Not more than 40 db

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

7.2 Column Centers

In a modern car park there should be no columns to impede access to parking spaces. In basement car parks this is difficult but not impossible to achieve. While using the standard grid within the construction there will be an advantage by using adequate free space between columns which will allow for three car spaces. Designers should allow



for adequate clear space between column edges so that full width spaces are available to patrons.

7.3 Head Clearance

Flat ceilings are preferable in all car parks. Structural beams should not be located in the vicinity of parking spaces, and if this cannot be avoided then allowance must be made not only for the height of car roofs but also for the height of hatchback doors which swing up.

For underground puzzle parking (module of 9) and puzzle parking (module of 6) clear space required (3.6 m) shall be excluding the beam spaces.

7.4 Entry and Exit Area Specifications

7.4.1 Location

Location of the Entry and Exit Areas and of the driveways along with their connection to the road system should be made properly and atleast two exits are required to be provided for access to and from the basements at each site. Besides the ramps for vehicles the developer is obligated to provide atleast 2 elevators and 2 staircases for movement of users from basements to ground level at convenient locations.

7.4.2 Size

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

7.4.3 Components

- a. Motion detectors and CCTV cameras or similar devices shall be installed inside the Entry and Exit Areas to ensure that no person or animals are inside the Entry and Exit Areas or vehicle when the machine starts moving. Cameras shall be installed to record digital photos of the physical condition of the car entering and exiting the premises. The images are also helpful to locate cars for drivers with a lost ticket and to validate damage claims as well as to detect any suspicious activity in the parking area.
- b. The Entry and Exit Areas entrance doors shall be mounted, secured and operated safely, isolating the passengers from the Entry and Exit Areas during movement of the machinery and vehicles. Safety locks / emergency switches shall be installed to stop any machinery if a person or animal is detected in this area.



- c. Recesses in the floor area shall be minimized to the need of guiding the drivers in the “drive-in” process. All other areas shall be flat for pedestrian traffic. Gaps between moving parts and platforms need to be limited as per Applicable codes.
- d. All Entry and Exit Areas must comply with disability requirements.
- e. The driveways for inbound and outbound traffic shall be designed to provide sufficient queuing spaces; simple visual signage and guidance shall clearly direct approaching traffic off the street and into the Entry and Exit Areas. Respective commands via a visual message centre shall be applied inside the Terminals for the drivers in such manner that an easy use of the system is possible.
- f. Inbound / outbound traffic crossing shall be prevented.
- g. Inside and outside Entry and Exit doors shall be provided to prevent drivers and animals from coming into contact with any moving elements of the system.
- h. As Entry and Exit Areas are the exchange station of the Parking Structure, special attention shall be directed to ease the “drive-in” and positioning of the car by the drivers (preferably by means of physical aids)
- i. Means of catching of debris and drippings from the incoming cars shall be applied to avoid such drippings to cars and machinery inside the terminals, during transportation and storage inside the system.
- j. The Ticketing Station or access system shall be located outside the Entry and Exit Areas on the right side of the inbound traffic.
- k. If the system has installed radio frequency access system, the readers shall have enough range to detect approaching vehicles from at least 9 meter outside of the Entry and Exit Areas.
- l. **Lobby Space:** The Automated Facility shall be equipped with sufficient lobby space to hold the expected peak accumulation of drivers waiting for retrieval of their cars. The pay stations or other access readers shall also be located inside the Lobby. Also sufficient electronic message centers shall be provided to guide the drivers to the respective location to meet their car. Minimal/ essential public convenience - 5 urinals, 2 W.C., 3 washbasins with mirror, 1 ladies toilet with washbasin (mirror) along with 4 nos. drinking water fountains shall be provided in the Parking facility, in the near vicinity of the Lobby. The operator room shall be located near the Lobby to enable the operator to assist drivers and to oversee the operation of the Parking Structure.



7.5 Throughput Capability

The throughput of a system is the minimum number of cars a system can store or retrieve (measures in by any random one way traffic), in the timeframe of one hour. Dwell time is defined as the total time a driver takes to drive into the system, leave the car, exit the system and buy a parking ticket. In case of exiting the system, Dwell Time is the time taken by the driver to return the parking ticket, identify his car, and drive it out of the system. A reasonable average dwell time (entering/exiting) of 30 seconds per car driving into the Entry and Exit Areas can be assumed if physical drive-in guidance is provided. In the absence of such physical guidance system, an average dwell time of 60 seconds shall be considered.

7.6 Fire Safety

- a. Fire safety measures as recommended in applicable codes shall be implemented.
- b. Provisions shall be made in the Parking Facility that leakage of fuel tanks or other flammable fluids are collected during transportation and storage of the vehicle.
- c. Construct the 'Parking Facilities' structure and the equipment with non combustible construction. In addition, those portions of the facility used for the transport and / or storage shall have a finish of non-absorbent, non-combustible material. Where the Automated Parking Facility is located below a building, 2-hour fire resistance rated separation shall be provided between the Automated Parking Facility and the adjacent space use.
- d. As the nature of an Automated Parking facility provides the means to transport a vehicle without human interference, provisions shall be provided to detect a vehicle on fire and to transport it to a fire extinguishing cell at a space on ground floor, easy accessible for fire fighters.
- e. Developer shall make all provisions in the construction as per the Relevant Fire Safety Act as well as take all measures as per the rules and regulations including guidelines from Central Government, State Government and drafted by the ULB and any agency appointed by the government on the subject.

7.7 Ventilation/Air Conditioning

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



- b. The storage area of the System in which no driver enter but only maintenance crews, may be unconditioned space although some ventilation emissions is required inside the storage area. Depending on the design of the Entry and Exit Areas, a ventilation of emissions may be required in that area.

7.8 Lighting/Accessibility for Maintenance

- a. Lighting in areas accessible to the drivers / public shall be properly illuminated.
- b. Old recommendations on internal lighting standards e.g. of 50 lux, have long ago been discarded by the industry and replaced by minimum standards of 100 lux and 250 to 350 lux at entrance/exits. White fluorescent bulbs provide the best quality of light. Tungsten lamps generally give yellow tints and leave "cave" effects unless used in high densities. Lighting in stairwells and lobbies need to be to a very high specification to minimize perceptions of personal isolation.
- c. The parking structure shall be designed such, that maintenance personnel has access to all storage spaces, machinery and electronic components in a safe manner. The usage of harnesses is acceptable as long as OSHA criteria are followed.
- d. Graphical User Interface/ON – Line Support:
- e. Automated parking Facilities shall be furnished with a Graphical User Interface (hereafter referred as "GUI") or Human Machine Interface (hereafter referred as "HMI"). This interface shall be positioned in the Control-Room. The GUI shall show the geometry of the entire system with occupancy and all installed machines moving in real time. The GUI shall be capable of running fully automated without human assistance; it shall have manual and maintenance mode and the capability of System Diagnostic of all critical mechanical, electrical and electronic equipment.
- f. The parking facility shall have an installed and all time workable capability to the manufacturer / technical operator with a short response time to handle any alarms generated by the system.

7.9 Diagnostics

- a. Automated Systems may include a Graphical User Interface (GUI), or Human Machine Interface (HMI). These devices are computer models of the layout of the Parking Facility illustrating the movement of the various



transport devices within the Parking Structure and Entry and Exit Areas and are designed into the software and displayed on the computer screen. This interface shall be positioned in the control-room. The GUI shall show the geometry of the entire Parking Facility with actual occupancy and all installed machines reflecting real time movements / positions of machinery and stored vehicles.

- b. The GUI, shall be capable of running fully automated without human assistance; it shall have manual mode and maintenance mode operations and the capability of System Diagnostic of all critical mechanical, electrical and electronic equipment components.
- c. The Parking Facility may have an installed and real time, on-line connection to the manufactures / technical operator which allows for resolution of most errors remotely with a short response time in reaction to any trouble alarms generated by the system.
- d. The Parking Facility shall be capable of reporting false alarms in different classes according to their severity for the System functionality. It shall report the need of component checks for proper performance of the different components. Preferably, a hotline support line shall be implemented to enable a remote system support.

7.10 Lines of Sight

Personal security is greatly enhanced in car parks where lighting levels are high and clear lines of sight are designed into a facility e.g. at access points to lift lobbies, stair lobbies, at corners on pedestrian routes. In addition all doors, including lift doors, should have large glass panels, all walls should have large glass windows so patrons can check whether it is safe to pass through or not. Structural walls can have 'openings' cut into them, to increase natural light penetration and improve sight lines

7.11 Lifts

Thirteen-person lifts are increasingly essential if any reasonable comfort is to be provided, and these need to be in pairs. Smaller lifts do not meet the needs of people with shopping trolleys or baby buggies or large bags/packages.

7.12 Stairs

In all car parks, there are significant numbers of patrons who refuse to use lifts, and so all stairs should be designed to a high standard to accommodate this and should be alarmed for easy access in the event of a fire.



7.13 Scale

The size or capacity of a car park needs to be directly related to the likely peak demands for parking in the immediate vicinity of the site. Patrons will not normal walk more than 180 metres (2.5min) from their car to their destination.



8. EXHIBITS

Exhibit 1: Acknowledgement of Receipt of Request for Proposal and Notice of Intent to submit the Techno-Commercial Proposal

(To be provided on the letterhead of the Bidder)

Date:

The Chief Executive Officer
Jaipur Municipal Corporation
Pandit Deendayal Upadhyay Bhawan
Lal Kothi, Tonk Road,
Jaipur-302 014 (Rajasthan)

Dear Sir,

Sub: Acknowledgement of Receipt of Request for Proposal and Notice of Intent to Submit the Techno-Commercial Proposal for selection of Developer for Design, Build, Finance, Operate and Transfer of Multilevel Car Parkings at 4 sites in Jaipur City.

The undersigned, in his capacity as the Authorised Representative & Signatory of **<Name of the Bidder>**, hereby acknowledges the receipt of the Request for Proposal Documents from JMC and gives notice of its intent to submit the Techno- Commercial Proposal. The undersigned confirms that the Bidder is in the possession of the entire Request for Proposal Document.

Thanking You,

Yours Sincerely,

For and on behalf of : (name of the Bidding Company / Lead Partner and the Company Seal)

Signature : (Authorised Representative & Signatory)

Name of the Person :

Designation :



Exhibit 2: Format of Covering Letter

[On the Letter Head of the Bidder (in case of Single Bidder) or Lead Partner (in case of a Joint Venture)]

Date: -----

The Chief Executive Officer
Jaipur Municipal Corporation
Pandit Deendayal Upadhyay Bhawan
Lal Kothi, Tonk Road,
Jaipur-302 014 (Rajasthan)

Sub: Techno-Commercial Proposal for selection of Developer for Design, Build, Finance, Operate and Transfer of Multilevel Car Parkings at 4 sites in Jaipur City.

Sir,

Please find enclosed one (1) original of the Techno-Commercial Proposal + one (1) copy of Financial Proposal in respect of Selection of Successful Bidder for Design, Build, Finance, Operate and Transfer of Multilevel Car Parkings at 4 sites in Jaipur City in response to the Request for Proposal (“RFP”) Document issued by Jaipur Municipal Corporation (“JMC”) dated _____

We hereby confirm the following:

1. The Techno-Commercial Proposal is being submitted by (name of the bidding Company/ Lead Partner) who is the Bidding Company/Lead partner of JV Comprising (mention the names of the entities who are the JV Partners), in accordance with the conditions stipulated in the RFP.
2. As the Bidding Company/Lead Partner of JV (in case of a Joint Venture), we hereby confirm to abide by the roles and responsibilities assigned to as per the MOU/JV Agreement between the JV partners and as outlined in this RFP.
3. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by JMC and in any subsequent communication sent by JMC. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from JMC.
4. We confirm that there are no conditions in “Envelope B and/or Envelope C and/or Envelope D and/or Envelope E: Financial Proposal” of our Proposal.



Development of Multi Level Parking Spaces in Jaipur City on Design, Build, Finance, Operate and Transfer Concession Framework.

5. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal
6. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare this Techno-Commercial Proposal.
7. We confirm that all the terms and conditions of the Techno-Commercial Proposal are firm and valid for acceptance for a period not less than one hundred twenty (120) days from the last date of submission of this Proposal.
8. We are submitting our financial proposal(s) for the following sites [Name(s) of the sites for which financial proposal is being submitted-proposals can be submitted for one or more sites]:
 - a. _____
 - b. _____
 - c. _____
 - d. _____

Yours faithfully,

(Signature of Authorised Signatory)

(Name, Title and Address of the Bidder)

Company seal & stamp



Exhibit 3: Format of Letter of Intent to form a Joint Venture

[On the Letter Head of the Lead Partner of the JV]

Date: -----

The Chief Executive Officer
Jaipur Municipal Corporation
Pandit Deendayal Upadhyay Bhawan
Lal Kothi, Tonk Road,
Jaipur-302 014 (Rajasthan)

Sub: Techno-Commercial Proposal for selection of Developer for Design, Build, Finance, Operate and Transfer of Multilevel Car Parkings at 4 sites in Jaipur City.

Sir,

We, hereby convey our intent to form a JV with and for the successful development of the captioned project. The Lead Partner of the JV will be with% equity commitment. The other partners of the JV will hold equity as follows:

Sr. No.	JV Partner	Equity holding (%)

We provide the following documents along with the submission of the proposal:

1. Exhibit 5 - The Power of Attorney for Authorized Signatory
2. Exhibit 6 - The Power of Authority for Lead Partner
3. Exhibit 4 - Duly notarized MOU of the JV or JV Agreement.

The mode of execution of the Power of Attorney would be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the JV Partners and when it is so required the same would be under common seal affixed in accordance with the required procedure.



Development of Multi Level Parking Spaces in Jaipur City on Design, Build, Finance, Operate and Transfer Concession Framework.

The JV Partners would submit for verification the extract of the charter documents and documents such as Board Resolution and Power of Attorney in favour of the person executing this Power of Attorney in favour of the Lead Partner.

Yours faithfully,

(Signature of Authorised Signatory)

(Name, Title and Address of the Bidder)

Company seal & stamp



Exhibit 4: Format of Memorandum of Understanding (MOU)

(On Non – judicial stamp paper of Rs 100/- or such appropriate document duly attested by notary public)

This Memorandum of Understanding (MOU) entered into this ____ day of _____ 2009 at _____ Between _____ (hereinafter referred as” _____”) and having office at _____, India Party of the First Part

And

_____ (hereinafter referred as” _____”) and having office at _____, India Party of the Second Part

And

_____ (hereinafter referred as” _____”) and having office at _____, India Party of the Third Part

The parties are individually referred to as **Party** and collectively as **Parties**.

WHEREAS Jaipur Municipal Corporation (JMC) has invited Request for Proposal Qualification (RFP) from entities for selection of Developer for Design, Build, Finance, Operate and Transfer of Multilevel Car Parkings at 4 sites in Jaipur City, and the Parties have decided to submit the Techno-Commercial Proposals for the sites at _____, _____, _____ and _____ [Names of the sites], (hereinafter referred as “Project”).

AND WHEREAS the Parties have had discussions for formation of a Joint Venture Company (JVC) for bidding for the said Project and have reached an understanding on the following points with respect to the Parties’ rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That the Parties will form a Joint Venture Company (JVC) with the shareholding commitments expressly stated.
2. That the equity share holding of the Parties in the issued and paid up capital of the JVC shall not be less than as Specified in RFP Document upto 32 years from the date of signing of development agreement.
3. That M/s _____, and M/s _____, and M/s _____ who are Partners of the JVC commit to hold the following equity stake in the JVC which are in line with the requirements of the RFP Document and shall remain as such as per point No. 2 above.



Development of Multi Level Parking Spaces in Jaipur City on Design, Build, Finance, Operate and Transfer Concession Framework.

Name of Member	Type of Member	% of shareholding
1. M/s.		
2. M/s.		
3. M/s.		

4. That the shareholding commitments shall be recorded in the Agreement and that any dilution in the equity holding by the Parties in the JVC shall be as per the provisions of the Development Agreement that will be executed on award of the Project to us.
5. That there shall be no change in the lead member during the entire Development Period upto 32 years from signing of the agreement.
6. That the Parties shall carry out all responsibilities as Developers in terms of the Agreement.
7. That the roles and the responsibilities of each member of JVC shall be as follows:

Name of Member	Role & Responsibility
1. M/s.	
2. M/s.	
3. M/s.	

8. That the Parties shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Agreement to be executed on award of the Project.
9. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously. They shall not negotiate with any other party for this Project.
10. That this MOU shall be governed in accordance with the laws of India and courts in Jaipur shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MOU to be duly executed on the date and year above mentioned.

Witness:

1. First Party
2. Second Party
3. Third party

Company seal & stamp



Exhibit 5: Format of Power of Attorney to be provided by single bidder or Lead partner in favour of Authorized Representative

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

Power of Attorney

Know all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. _____ (name and address of residence) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the Development of Multi-level Car Parkings at _____, _____, _____ and _____ [Names of the sites for which submitting the financial proposal(s)] in Jaipur on Design, Build, Finance, Operate and Transfer basis, including signing and submission of all documents and providing information/ responses to JMC, Government of Rajasthan, representing us in all matters before JMC, and generally dealing with JMC in all matters in connection with our proposal for the said Project.

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

For -----

(Signature)
(Name, Title and Address)

Accepted

_____ (Signature)

(Name, Title and Address of the Attorney)

Company seal & stamp

Notes:

1. To be executed by the sole Bidder or the Lead Partner in case of a JV.
2. 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.
3. Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.



Exhibit 6: Format of Power of Attorney to be provided by each JV partner in favour of Lead partner (Not required for sole bidder)

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

Power of Attorney

Whereas Jaipur Municipal Corporation (JMC) has invited Proposals from interested parties for the Development of Multi-level Car Parkings at 4 sites in Jaipur city on Design, Build, Finance, Operate and Transfer basis and the members of the Joint Venture have agreed to submit the techno-commercial proposal for _____, _____, _____ and _____ [Names of the sites for which financial proposal(s) being submitted] sites for developing parking facilities ("the Project").

Whereas, the members of the Joint Venture (JV) are interested in bidding for the Project and implementing 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 under the RFP Document for the members of the JV to nominate one of them as the Lead partner with all necessary power and authority to do for and on behalf of the JV, all such acts, deeds and things as may be necessary in connection with or incidental to the JV's proposal for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s. _____, and M/s. _____ and M/s. _____ (the respective names and addresses of the registered office) do hereby constitute, appoint and authorize M/s. _____ as the Lead partner of the JV and as our attorney, to do on behalf of the JV, all or any of such acts, deeds or things as may be necessary in connection with or incidental to the JV's proposal for the Project, including submission of application/ proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the JV in all its dealings with Jaipur Municipal Corporation (JMC), or any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Agreement is entered into with Jaipur Municipal Corporation (JMC).

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

Dated this _____ Day of _____ 200_.

(Executants)

(To be executed by all the partners of the JV)



Company seal & stamp

Note:

1. 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.
2. The executant(s) should submit for verification the extract of the charter documents and documents such as Board Resolution and Power of Attorney in favour of the person executing this Power of Attorney in favour of the Lead partner.



Exhibit 7: Format of Anti Collusion Certificate

[To be submitted on the letter heads of the bidders separately]

Date: -----

The Chief Executive Officer

Jaipur Municipal Corporation
Pandit Deendayal Upadhyay Bhawan
Lal Kothi, Tonk Road,
Jaipur-302 014 (Rajasthan)

Sub: Techno-Commercial Proposal for selection of Developer for Design, Build, Finance, Operate and Transfer of Multilevel Car Parkings at 4 sites in Jaipur City.

Sir,

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

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

Dated this _____ Day of _____, 2009

Name of the Bidder
Signature of the Authorised Person

Note:

1. To be submitted by single bidder/ each Partner/Member in case of JV/Consortium.



Exhibit 8: Letter of Acceptance

(The Letter of Acceptance is to be submitted by the bidder/EACH partner of JV on the Letter heads of respective companies)

Date:

Place:

The Chief Executive Officer

Jaipur Municipal Corporation
Pandit Deendayal Upadhyay Bhawan
Lal Kothi, Tonk Road,
Jaipur-302 014 (Rajasthan)

Sub: Techno-Commercial Proposal for selection of Developer for Design, Build, Finance, Operate and Transfer of Multilevel Car Parkings at 4 sites in Jaipur City.

Dear Sir,

This has reference to the Proposal being submitted by (name of the Lead Partner of the JV), as Lead Partner of the JV comprising (mention name(s) of the JV Partners) in respect of selection of Developer for Design, Build, Finance, Operate and Transfer of Multi-level parking spaces at 4 sites in Jaipur in response to the Request for Proposal ("RFP") Document issued by Jaipur Municipal Corporation ("JMC") dated _____ 2009.

We hereby confirm the following:

- (a) We (name of the JV Partners furnishing the Letter of Acceptance), have examined in detail and have understood and satisfied ourselves regarding the contents including in respect of the following:
 - a. The RFP Documents issued by JMC;
 - b. All subsequent communication between JMC and the Bidder, represented by (Mention name of the Lead Partner of the JV)
 - c. The Proposal being submitted by (name of the Lead Partner of the JV)
- (b) We agree to abide by the terms and conditions of the RFP Documents and the Detailed Techno-Commercial Proposal being submitted by the Lead Partner of the JV in respect of the Project.



Development of Multi Level Parking Spaces in Jaipur City on Design, Build, Finance, Operate and Transfer Concession Framework.

(c) We also reaffirm that (name of the Lead Partner of the JV) continues to be the Lead Partner and that (please give name, designation and address of authorized representative and signatory here) designated as the authorized representative and signatory of the Lead Partner of the JV is the authorized representative and signatory in respect of all matters concerning our Techno-Commercial Proposal and contractual commitments thereof.

Thanking You,

Yours Sincerely,

For and on behalf of : (name of the Bidding Company / Lead Partner of JV and the Company Seal)

Signature : (Authorised Representative & Signatory)

Name of the Person :

Designation :



Development of Multi Level Parking Spaces in Jaipur City on Design, Build, Finance, Operate and Transfer Concession Framework.

Exhibit 9: Format for Submission of information about the bidder and Partners/Members of JV/Consortium

I - Sole Applicant/ JV- Lead Partner

Name	Status (% share in case of JV)	Registered office and branch office Location address	Name of chairman / MD	Contact e-mail, fax, Tel, mobile nos.	Year of registration / date of commencement of operation	Registering Authority and number	Area of Responsibility for the consultancy work

II – Joint Venture Partners

Name	Status (% share in case of JV)	Registered office and branch office Location address	Name of chairman / MD	Contact e-mail, fax, Tel, mobile nos.	Year of registration / year of commencement of operation	Registering Authority and number	Area of Responsibility for the consultancy work

(Signature of Authorised Signatory)

Company seal & stamp

Note:

Supporting Documents:

1. Copy of Certificate of Incorporation of Lead Partner of JV
2. Agreement or MoU of JV



Exhibit 10: Format for Submission of Experience of the Bidder/Joint Venture

C1 Experience in development of Parking Spaces with Semi-Automated/Automated Car Parking Systems with no. of ECS as below:

S. No.	Name of the Project	Location	Authority / Client	Project Cost (INR)	No. of ECS	Date of			Mode of Execution (Contract/PPP)	Reference page no.
						Award	Commencement	Completion		
Total										

C2 Experience in Development of Real Estate Projects, Industrial / Commercial Development, Civil Construction of Buildings in last 5 years (cumulative built up space):

S. No.	Name of the Project	Location	Authority / Client	Project Cost (INR)	Built-up Area in sq. m.	Date of			Mode of Execution (Contract/PPP)	Reference page no.
						Award	Commencement	Completion		
Total										

C3 Experience in development of Automated/Semi-Automated Parking and/or Real Estate Projects on Public Private Partnership basis:

S. No.	Name of the Project	Location	Authority / Client	Project Cost (INR)	Date of			Reference page no.
					Award	Commencement	Completion	
Total								

Note: Projects and Project Cost in C3 should tally with Projects and Project Cost in C1 and C2 together but executed only on PPP basis.

C4 Experience in Operation & Maintenance of Parking Spaces with Semi-Automated/Automated Car Parking Systems:

S. No.	Name of the Project	Location	Authority / Client	Project Cost (INR)	No. of ECS	O&M Contract -Date of			Scope of Services in O&M	Reference page no.
						Award	Commencement	Expiry		
Total										

C5 Area in sq. m proposed to be earmarked for parking facility = _____

Level (G, L1, L2, G+1, etc)						Total Area (sq. m)
Area in sq. m. for parking	A	B	C	X	Sum (A:X)

(Signature of Authorised Signatory)

Company seal & stamp

Note:

1. Only the eligible projects that satisfy technical criteria shall be included.
2. The proforma should be filled separately for each site.
3. All the Financial numbers are to be given in INR
4. The format shall be filled up for each Partner of the JV and as a cumulative experience for the JV
5. In support of the information provided following documents must be submitted failing which the specific claim shall not be considered for evaluation:
 - a. Completion Certificates from the client for the Experience claimed in case of completed projects. The completion certificates should be duly referenced to the experience claimed.
 - b. Contract Agreement of projects which are awarded and under execution along with a certificate from the client regarding the stage of the project in terms of percentage completion
 - c. Where Completion Certificates are not available JMC may consider the Certificate on the letter head of the company duly countersigned by a Chartered Accountant specifying the scope of work, project cost, amount invoiced, concession framework and consideration. However this should be accompanied with contract agreement.
6. The information must be submitted in the given formats. Any information not furnished strictly in accordance with the formats and requirements shall not be considered for evaluation.
7. All the documents must be clearly numbered and the reference page no. should be provided in the format. Documents not numbered and/or not referenced properly shall not be considered for evaluation.

Exhibit 11: Financial Capability

1. Average Annual Turnover

Sr. No	Sole bidder/ partner	Equity Share (%)	Annual Turnover		
			Year	Year	Year
			2006-2007 (Rs.Crores) x 1.17	2007-2008 (Rs.Crores) x 1.08	2008-2009 (Rs.Crores) x1
1	Single Bidder / Lead Partner in case of JV				
2	Partner 1				
3	Partner 2				
Total for Evaluation					

2. Net worth

Sr.No	Single bidder/ partner/member	Equity share (%)	Net worth as on 31 st March 2009 (Rs. crores)
1.	Single Bidder / Lead Partner in case of JV		
2	Partner 1		
3	Partner 2		
Total for Evaluation			

(Signature of Authorised Signatory)

Company seal & stamp

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



Note:

1. Annual Turnover=Total Revenue-Revenue from sale of assets, scrap.
2. Networth = Issued, Subscribed and Paid up Equity Share Capital + Reserves and Surplus-Accumulated Losses (if any)
3. The turnover must be given in Indian Rupees.
4. Annual turnover during last 3 years to be adjusted for cost increase by 8% p.a.
5. **This Proforma shall be duly certified by a Chartered Accountant.**
6. The Bidder should provide the Financial Capability based on its own audited financial statements. Financial capability of the subsidiaries, affiliates or parents of the bidder shall only be considered in case they are partners of the JV.
7. The financial year would be the same as followed by the Bidder for its annual report. Year 1 will be the last Financial Year. Year 2 shall be the year immediately preceding Year 1.
8. The Bidder shall provide audited Annual Reports as required under this Bid Document. For a JV, audited Annual Reports of all Partners shall be provided.
9. In case of a JV comprising of partners with holdings in each other, the cross holdings between the group companies comprising part of the JV should be deducted for the purpose of Net Worth calculations.



Exhibit 12: Format for Project Undertaking

[To be submitted on the letter heads of the bidders separately]

Date: -----

The Chief Executive Officer
Jaipur Municipal Corporation
Pandit Deendayal Upadhyay Bhawan
Lal Kothi, Tonk Road,
Jaipur-302 014 (Rajasthan)

Sub: Techno-Commercial Proposal for selection of Developer for Design, Build, Finance, Operate and Transfer of Multilevel Car Parkings at 4 sites in Jaipur City.

Sir,

We have read and understood the RFP Document in respect of the captioned project provided to us by the -----, Jaipur Municipal Corporation (JMC).

We hereby agree and undertake as under:

- (a) Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects.
- (b) We are not barred by the Government of India or the Government of Rajasthan or their Departments or Agencies from participating in any projects (DBFOT or otherwise).

Dated this _____ Day of _____, .

Name of the Bidder

Signature of the Authorised Person

Company seal & stamp



Exhibit 13: Format for Project Undertaking

[In case of JV]

[To be submitted on the letter heads of the bidders separately]

Date: -----

The Chief Executive Officer
Jaipur Municipal Corporation
Pandit Deendayal Upadhyay Bhawan
Lal Kothi, Tonk Road,
Jaipur-302 014 (Rajasthan)

Sub: Techno-Commercial Proposal for selection of Developer for Design, Build, Finance, Operate and Transfer of Multilevel Car Parkings at 4 sites in Jaipur City.

Sir,

We have read and understood the RFP Document in respect of the captioned project provided to us by the -----, Jaipur Municipal Corporation (JMC).

We hereby agree and undertake to be an exclusive partner of the JV and not a partner of any other JV nor an independent Bidder, bidding for this project and has submitted only one (1) Application in response to this RFP

Dated this _____ Day of _____

Name of the Bidder

Signature of the Authorised Person

Company seal & stamp



Development of Multi Level Parking Spaces in Jaipur City on Design, Build, Finance, Operate and Transfer Concession Framework.

Exhibit 14A: Financial Proposal for Ram Leela Maidan & Rang Manch

(To be provided on the letterhead of the Bidder)

Date:

Place:

The Chief Executive Officer
Jaipur Municipal Corporation
Pandit Deendayal Upadhyay Bhawan
Lal Kothi, Tonk Road,
Jaipur-302 014 (Rajasthan)

Sub: Techno-Commercial Proposal for selection of Developer for Design, Build, Finance, Operate and Transfer of Multilevel Car Parking at Ram Leela Maidan & Rang Manch in Jaipur City.

Dear Sir,

1. We the undersigned Bidder, submit the following as our Financial Proposal in response to the RFP issued by JMC.

The maximum premium per square meter of built up commercial space that will be paid to JMC as per the Schedule given below is

Rs -----/- (Rupees -----
----- Only) per sq. m. of built up commercial space of 7250 sq.m. The total premium shall be Rs. _____/- (Rupees _____ Only)

Any change in built up commercial area will have a proportionate adjustment in the premium due to JMC and will be adjusted accordingly.

2. We shall pay the premium quoted at Sr. No. 1 above as per the Schedule given hereunder:

S. No.	Timeline for making the payment to JMC by the successful bidder	Payment to be made by the successful bidder to JMC (% of the total premium quoted by the bidder)
1.	Upfront before signing of the Agreement	25%



Development of Multi Level Parking Spaces in Jaipur City on Design, Build, Finance, Operate and Transfer Concession Framework.

2.	24 months from the date of signing of the Agreement	15%
3.	30 months from the date of signing of the Agreement	15%
4.	36 months from the date of signing of the Agreement	15%
5.	42 months from the date of signing of the Agreement	15%
6.	48 months from the date of signing of the Agreement	15%

3. We confirm that the Financial Proposal conforms to all the terms and conditions stipulated in the Request for Proposal Document.
4. We confirm that our Financial Proposal is FINAL in all respects and contains NO conditions.
5. We confirm that in the event of more than one Technically Evaluated Responsive Bidders quoting the same maximum total amount, JMC shall break the tie by way of draw between such Bidders.
6. We confirm that, the information submitted in our Financial Proposal is complete and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
7. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to prepare this Financial Proposal and as required to design, finance, built, operate and transfer the Project, in the event that we are finally selected.

Thanking You,
Yours Sincerely,

For and on behalf of : (name of the Bidding Company / Lead Partner and the Company Seal)

Signature : (Authorised Representative & Signatory)

Name of the Person :

Designation :



Exhibit 14B: Financial Proposal for Opposite Mall – 21

(To be provided on the letterhead of the Bidder)

Date:

Place:

The Chief Executive Officer
Jaipur Municipal Corporation
Pandit Deendayal Upadhyay Bhawan
Lal Kothi, Tonk Road,
Jaipur-302 014 (Rajasthan)

Sub: Techno-Commercial Proposal for selection of Developer for Design, Build, Finance, Operate and Transfer of Multilevel Car Parking Opposite Mall - 21 in Jaipur City.

Dear Sir,

1. We the undersigned Bidder, submit the following as our Financial Proposal in response to the RFP issued by JMC.

The maximum premium per square meter of built up commercial space that will be paid to JMC as per the Schedule given below is

Rs -----/- (Rupees -----
----- Only) per sq. m. of built up commercial space of 1650 sq.m. The total premium shall be Rs. _____/- (Rupees _____ Only)

Any change in built up commercial area will have a proportionate adjustment in the premium due to JMC and will be adjusted accordingly.

2. We shall pay the premium quoted at Sr. No. 1 above as per the Schedule given hereunder:

S. No.	Timeline for making the payment to JMC by the successful bidder	Payment to be made by the successful bidder to JMC (% of the total premium quoted by the bidder)
1.	Upfront before signing of the Agreement	25%
2.	24 months from the date of signing	15%



Development of Multi Level Parking Spaces in Jaipur City on Design, Build, Finance, Operate and Transfer Concession Framework.

	of the Agreement	
3.	30 months from the date of signing of the Agreement	15%
4.	36 months from the date of signing of the Agreement	15%
5.	42 months from the date of signing of the Agreement	15%
6.	48 months from the date of signing of the Agreement	15%

3. We confirm that the Financial Proposal conforms to all the terms and conditions stipulated in the Request for Proposal Document.
4. We confirm that our Financial Proposal is FINAL in all respects and contains NO conditions.
5. We confirm that in the event of more than one Technically Evaluated Responsive Bidders quoting the same maximum total amount, JMC shall break the tie by way of draw between such Bidders.
6. We confirm that, the information submitted in our Financial Proposal is complete and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
7. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to prepare this Financial Proposal and as required to design, finance, built, operate and transfer the Project, in the event that we are finally selected.

Thanking You,

Yours Sincerely,

For and on behalf of : (name of the Bidding Company / Lead Partner and the Company Seal)

Signature : (Authorised Representative & Signatory)

Name of the Person :

Designation :



Development of Multi Level Parking Spaces in Jaipur City on Design, Build, Finance, Operate and Transfer Concession Framework.

Exhibit 14C: Financial Proposal for Ashok Marg Nallah

(To be provided on the letterhead of the Bidder)

Date:

Place:

The Chief Executive Officer
Jaipur Municipal Corporation
Pandit Deendayal Upadhyay Bhawan
Lal Kothi, Tonk Road,
Jaipur-302 014 (Rajasthan)

Sub: Techno-Commercial Proposal for selection of Developer for Design, Build, Finance, Operate and Transfer of Multilevel Car Parking at Ashok Marg Nallah in Jaipur City.

Dear Sir,

1. We the undersigned Bidder, submit the following as our Financial Proposal in response to the RFP issued by JMC.

The maximum premium per square meter of built up commercial space that will be paid to JMC as per the Schedule given below is

Rs -----/- (Rupees -----
----- Only) per sq. m. of built up commercial space of 4750 sq.m. The total premium shall be Rs. _____/- (Rupees _____ Only)

Any change in built up commercial area will have a proportionate adjustment in the premium due to JMC and will be adjusted accordingly.

2. We shall pay the premium quoted at Sr. No. 1 above as per the Schedule given hereunder:

S. No.	Timeline for making the payment to JMC by the successful bidder	Payment to be made by the successful bidder to JMC (% of the total premium quoted by the bidder)
1.	Upfront before signing of the Agreement	25%
2.	24 months from the date of signing of the Agreement	15%



Development of Multi Level Parking Spaces in Jaipur City on Design, Build, Finance, Operate and Transfer Concession Framework.

3.	30 months from the date of signing of the Agreement	15%
4.	36 months from the date of signing of the Agreement	15%
5.	42 months from the date of signing of the Agreement	15%
6.	48 months from the date of signing of the Agreement	15%

3. We confirm that the Financial Proposal conforms to all the terms and conditions stipulated in the Request for Proposal Document.
4. We confirm that our Financial Proposal is FINAL in all respects and contains NO conditions.
5. We confirm that in the event of more than one Technically Evaluated Responsive Bidders quoting the same maximum total amount, JMC shall break the tie by way of draw between such Bidders.
6. We confirm that, the information submitted in our Financial Proposal is complete and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
7. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to prepare this Financial Proposal and as required to design, finance, built, operate and transfer the Project, in the event that we are finally selected.

Thanking You,

Yours Sincerely,

For and on behalf of : (name of the Bidding Company / Lead Partner and the Company Seal)

Signature : (Authorised Representative & Signatory)

Name of the Person :

Designation :



Exhibit 14D: Financial Proposal for Old Anaj Mandi, Chandpole Gate

(To be provided on the letterhead of the Bidder)

Date:

Place:

The Chief Executive Officer
Jaipur Municipal Corporation
Pandit Deendayal Upadhyay Bhawan
Lal Kothi, Tonk Road,
Jaipur-302 014 (Rajasthan)

Sub: Techno-Commercial Proposal for selection of Developer for Design, Build, Finance, Operate and Transfer of Multilevel Car Parking at Old Anaj Mandi, Chandpole Gate in Jaipur City.

Dear Sir,

1. We the undersigned Bidder, submit the following as our Financial Proposal in response to the RFP issued by JMC.

The maximum premium per square meter of built up commercial space that will be paid to JMC as per the Schedule given below is

Rs -----/- (Rupees -----
----- Only) per sq. m. of built up commercial space of 6100 sq.m. The total premium shall be Rs. _____/- (Rupees _____ Only)

Any change in built up commercial area will have a proportionate adjustment in the premium due to JMC and will be adjusted accordingly.

2. We shall pay the premium quoted at Sr. No. 1 above as per the Schedule given hereunder:

S. No.	Timeline for making the payment to JMC by the successful bidder	Payment to be made by the successful bidder to JMC (% of the total premium quoted by the bidder)
1.	Upfront before signing of the Agreement	25%
2.	24 months from the date of signing of the Agreement	15%



Development of Multi Level Parking Spaces in Jaipur City on Design, Build, Finance, Operate and Transfer Concession Framework.

3.	30 months from the date of signing of the Agreement	15%
4.	36 months from the date of signing of the Agreement	15%
5.	42 months from the date of signing of the Agreement	15%
6.	48 months from the date of signing of the Agreement	15%

3. We confirm that the Financial Proposal conforms to all the terms and conditions stipulated in the Request for Proposal Document.
4. We confirm that our Financial Proposal is FINAL in all respects and contains NO conditions.
5. We confirm that in the event of more than one Technically Evaluated Responsive Bidders quoting the same maximum total amount, JMC shall break the tie by way of draw between such Bidders.
6. We confirm that, the information submitted in our Financial Proposal is complete and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
7. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to prepare this Financial Proposal and as required to design, finance, built, operate and transfer the Project, in the event that we are finally selected.

Thanking You,

Yours Sincerely,

For and on behalf of : (name of the Bidding Company / Lead Partner and the Company Seal)

Signature : (Authorised Representative & Signatory)

Name of the Person :

Designation :



Exhibit 15: Proforma of Bank-Guarantee

[To be issued by any Scheduled Commercial Indian Bank including SBI and its Associates]

From:
[Name and Address of Bank/ Financial Institution]

The Chief Executive Officer
Jaipur Municipal Corporation
Pandit Deendayal Upadhyay Bhawan
Lal Kothi, Tonk Road,
Jaipur-302 014 (Rajasthan)

1.[Name of relevant Bidder] (“Bidder”), has in response to a Request for Proposal (“RFP”) issued by Jaipur Municipal Corporation (“JMC”) submitted a proposal dated [date to be inserted] 2009 (the “Proposal”) for it to cause a company (the “Developer”) to implement the _____ Project on DBFOT basis. (the “Project”).
2.[Name of Bank/Financial Institution](the “Guarantor”) with its registered office at, unconditionally guarantees to pay JMC upon first written demand and without deduction the sum of Rupees (Rupees in words) (the “Guaranteed Sum”) subject to the conditions set out below.
3. The Guarantor unconditionally and irrevocably promises to pay on demand the Guaranteed Sum, without protest or demur whatsoever upon the receipt of a written demand from JMC, which shall be final and conclusive as against the Guarantor requiring the Guarantor to make payment to JMC. The written demand made shall specify the occurrence of one or more conditions set out in clause 5 and such demand notice shall constitute prima facie conclusive evidence of the occurrence of such events or conditions.
4. No underlying dispute as between JMC and the Bidder, nor any pending application for interim relief or arbitration proceedings or other legal proceedings shall constitute any ground for prevention, delay or obstruction for making payment to JMC by the Guarantor and the existence of any disputes or differences or claims in arbitration or otherwise shall not constitute any ground for non-payment on this Guaranteed Sum.
5. JMC shall notify the Guarantor of its demand for payment of the Guaranteed Sum without any deduction of whatsoever nature and without reference to any claim or counter claim or set off, upon JMC’s notification that:
 - (a) upon the occurrence of any of the conditions for default as set out in the Development Agreement.



Development of Multi Level Parking Spaces in Jaipur City on Design, Build, Finance, Operate and Transfer Concession Framework.

(b) there has been non-compliance of the conditions precedent as provided in the Development Agreement, or as elsewhere referred to in the RFP documents/ Development Agreement.

Certification by JMC of the occurrence of such event, shall be conclusive and binding on the bank/financial institution.

6. This Guarantee shall be valid for a period of twelve (12) months from the date mentioned herein.
7. The release of this Guarantee and its return will be exclusively notified by JMC and in the event of JMC requiring revalidation or extension of this Guarantee, the Guarantor has accepted and shall be obligated to make such extension in favour of JMC for a further minimum term of six (6) months and the Bidder is deemed to have made the request for such extension upon the execution and furnishing of this Guarantee in the first instance. The Guarantor shall not refuse such extension nor shall the Bidder be eligible to file any proceedings for stay or return of Guarantee for any reason whatsoever.
8. This Guarantee shall be valid and effective for enabling JMC to lodge a claim for payment under the Guarantee till the date of expiry of the term of the Guarantee. The Guarantor shall be obligated to make payment upon the Guarantee forthwith on demand if the claim is lodged within the claim validity period and the obligation to pay would be subject to normal limitation for payment of claims upon a guarantee. Time is of essence for payment and in the event of failure to make payment, the Guarantor shall be obligated to pay compound interest at Two Percent (2%) above the prime lending rate of the Guarantor institution, compounding quarterly in the event of the Guarantor's failure to make payment upon the Guarantee for any reason whatsoever. Payment of interest as provided would be no excuse for delayed payment or non-payment.
9. No change in the constitution of the Bidder, Developer or of the Guarantor shall be a ground for release of the Guarantee and no variation in the RFP documents or the Development Agreement made post selection of the Bidder, or post making of the Bid, shall constitute a variation, which would, subject to the terms and conditions of this agreement, discharge the Guarantor. The Guarantor shall notwithstanding such change, be bound to make payment upon the Guarantee on demand.
10. The Guarantor agrees that it will not assign its obligations under this Guarantee without the prior written consent of JMC. JMC will not unreasonably withhold its consent if the proposed assignee is of at least equal financial standing to the Guarantor and the assignee assumes in writing the obligations of the Guarantor under this Guarantee at the same time or before the assignment.
11. This Guarantee binds the Guarantor, its successors and permitted assigns.

SEAL OF [BANK/FINANCIAL INSTITUTION]



Development of Multi Level Parking Spaces in Jaipur City on Design, Build, Finance, Operate and Transfer Concession Framework.

NAME OF [BANK/FINANCIAL INSTITUTION]

SIGNATURE

NAME

TITLE

DATE



9. CHECKILIST FOR THE PROPOSAL SUBMISSION

Bidder(s) are requested to organize their Proposals as per the following checklist:

ENVELOPE A-Technical Proposal	
1.	Covering Letter as per the format specified in Exhibit 2: Format of the Covering Letter
2.	Letter of Intent to form the JV/Consortium (if applicable) as per Exhibit 3: Format of Letter of Intent to form the Consortium
3.	Memorandum of Understanding executed between the JV partners on the principles as stated in Exhibit 4
4.	Original Power of Attorney authorizing Authorised Representative & Signatory to act on behalf of the Bidding Company / JV on all matters relating to the Project as per the format specified in Exhibit 5
5.	Original Power of Attorney authorizing Lead partner to act on behalf of the JV on all matters relating to the Project as per the format specified in Exhibit 6 (Not applicable for sole bidders)
6.	Anti Collusion certificate as per format specified in Exhibit 7
7.	Format of Letter of Acceptance specified in Exhibit 8
8.	Description of the Bidding Company / JV as per the format Specified in Exhibit 9
9.	Similar Experience and information along with documentary evidence in support of that as per Exhibit 10 – Please give due attention to the Note to the Exhibit
10.	Information related to Financial Capability as per Exhibit 11
11.	Format of Project undertaking as per exhibit 12
12.	Format of Project undertaking as per exhibit 13
13.	A Demand Draft of Rs. ----- (refundable for unsuccessful bidders) towards Earnest Money Deposit in favour of Jaipur Municipal Corporation, payable at Jaipur.
14.	RFP documents and all other documents incidental thereto, including minutes of the pre-bid meeting, corrigendums, etc. duly signed and stamped on each page.
ENVELOPE B	
1.	Financial Proposal as per Exhibit 14A-Ram Leela Maidan & Rang Manch
ENVELOPE C	
1.	Financial Proposal as per Exhibit 14B-Opposite Mall – 21
ENVELOPE D	
1.	Financial Proposal as per Exhibit 14C-Ashok Marg Nallah
ENVELOPE E	
1.	Financial Proposal as per Exhibit 14D-Old Anaj Mandi, Chandpole Gate

Note:

The bidders can submit any one or more or all of Envelope B, Envelope C, Envelope D and Envelope E.

