

Construction & Maintenance
of
CYCLE FACILITY
in
MARINA BEACH
Chennai Corporation Area
on
BOT Basis

Request For Proposal



P.D.C.No.P2/369/2010

**CORPORATION OF CHENNAI
GOVERNMENT OF TAMIL NADU**

Contents of RFP Document Package

The RFP document package comprises the following documents as listed below, and would additionally include any Agenda issued before the due date of submission of the RFP. Any reference to the RFP Document package includes all the contents unless specifically mentioned otherwise.

Contents

Notice Inviting Tender
Part A Instructions to Bidders
Part B RFP Document
Part C Draft Concession Agreement and Schedules

NOTICE INVITING TENDER (NIT)

CORPORATION OF CHENNAI
PARKS DEPARTMENT
RIPON BUILDINGS, CHENNAI 600 003
TAMIL NADU
International Competitive Bidding

P.D.C.No.P2/369/2010
Dated .28. 09.2010

Corporation of Chennai (CoC) invites Private Sector Participation for Construction, Operation and Maintenance of Cycle facility in Marina Beach in Chennai Corporation Area (International Competitive Bidding) on Build, Operate & Transfer (BOT) Basis.

Corporation of Chennai invites National, Inter National Manufacturers of branded Bi-cycles interested in the project to submit their bids.

BACKGROUND

Chennai City is one of the metropolitan cities with a population of over 4 million and with several major and principal transportation corridors that are lined by major commercial and government entities and public centers such as shopping malls, residential complexes, commercial complexes, and other important institutional buildings.

Chennai is one of the few cities in India to be served by an efficient Public Transport System comprising government transport corporation buses. Apart from this more private vehicle such as Buses, Trucks, Cars, Three wheelers and Two wheelers are plying through the city roads and it makes more pollution in the atmosphere. To protect the environment the public may be encouraged to engage in cycling practice during the morning and evening time along the seashore in service road.

This Bid Document comprises Construction, Operation and Maintenance of Cycle facility at Marina Beach in Chennai Corporation Area as designated by Corporation of Chennai.

CoC intends to educate the public by proving cycling facility to replace the existing mode of transport to the extent possible as specified above, through a phased approach, with proposed user and environment friendly mode of transport with Private Sector Participation on a BOT (Build, Operate & Transfer) basis.

FEATURES

1. Providing Cycles for the public use along the service road in Marina.
2. Specification for the proposed Cycling facility shall be provided by CoC.
3. The Cycle Shed shall be designed and constructed at specified location as directed and approved by the CoC.
4. Revenue would be from the Hiring of the Cycles only as directed by the CoC.

SCOPE OF WORK

1. Necessary site preparation for the erection of sheds for the cycles at Marina Beach.
2. Construction of Sheds for the cycles as designed by you and approved by the CoC.
3. Construction to be completed within Three months as directed by CoC.
4. Providing required No. of cycles for Gents, Ladies and Children as directed by CoC.
5. Operation and Maintenance of Cycles and the Sheds during the Concession period.
6. Ensuring that the Cycles and the Sheds is clean and free from any waste.
7. Collection of revenues from Hiring the Cycles during the concession period

8. Transfer of Cycles and the Sheds to CoC at the end of Concession period pursuant to successful completion of necessary inspection, renewals/repairs/replacement

ELIGIBILITY CRITERIA

1. The bidding firm should be Manufacturers of the branded Cycles in India and abroad.
2. The firms/joint ventures/lead partners of Manufacturing Company shall have completed/under execution of similar project in India/ Abroad is appreciable.

BID PROCESS

Evaluation of submitted bids for the project shall be performed by following a two-tier system. First tier shall involve Bid of evaluation of technical conditions based on their bids containing details of construction, operation and maintenance of the Cycles and the Sheds. Second tier would be the evaluation of financial bids.

Interested bidders can procure the Request for Proposal (RFP) document by paying Rs.6750/- by demand draft of any Nationalized/ Scheduled Bank payable at Chennai from the Tender Sales Counter, Ripon Buildings, Corporation of Chennai, Chennai – 600 003, Tamil Nadu, India from **29.09.2010 to 27.10.2010** at the specified address on all working days between **11.00 to 15.00 hours (IST)**.

Bid documents can also be obtained by Registered Post or Courier by sending a requisition letter addressed to Superintending Engineer, Bus Route Roads & Parks Department, Corporation of Chennai, Ripon Buildings, Chennai – 600 003 enclosing a demand draft of any Nationalized/ Scheduled Bank for **Rs.6750 and Rs.1,000/-** (Postal charges,etc..)at the risk and responsibility of the prospective bidder.

Bid Documents can also be downloaded from the web site **<http://tenders.tn.gov.in>** at free of cost. CoC reserves the right to reject any or all applications and their decision in this regard shall be final.

SUBMISSIONS OF BIDS

Interested bidders are requested to submit their bids, in a sealed envelope super-scribed as 'Providing Cycles and Construction of Sheds & Maintenance of Cycles and Sheds at Marina Beach in Corporation of Chennai Area on BOT Basis - Proposal' and should reach the Tender Sales Counter, Corporation of Chennai, Ripon Buildings, Chennai – 600 003, Tamil Nadu, India on or before **29.10.2010 by 15.00 Hours IST**.

A pre-bid meeting shall be held on **04.10.2010 at 15.00 hours** at the Office of the Superintending Engineer, Bus Route Roads & Parks Department, Corporation of Chennai, Ripon Buildings, Chennai – 600 003.

All prospective applicants are invited to attend the pre-bid meeting in order to be briefed on the project and the prequalification process. Bidders are requested to note the eligibility criteria and evaluation criteria from the Bid Document. All other details can be had from the Bid Documents.

Superintending Engineer
Bus Route Roads & Parks Department
Corporation of Chennai

PART A:
INSTRUCTIONS TO BIDDERS

Disclaimer

The information contained in this Request for Proposal (RFP) document provided to interested Bidders on behalf of Corporation of Chennai (**CoC**), is being provided to all Bidders on the terms and conditions set out in this RFP document. This RFP document is not an agreement and is not an offer or invitation to any other party. The purpose of this RFP document is to provide bidders with information to assist in the formulation of their proposal submission. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for CoC to consider the investment objectives, financial situation and particular needs of each bidder. Each bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. CoC and their advisors make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. CoC may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

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A-1 LETTER OF INVITATION

- 1.1 Corporation of Chennai (CoC) plans to provide Cycling facility to the public and tourist at Marina Beach in CoC area with private sector participation, as designated by you and approved by Corporation of Chennai, It should be environment friendly design on Build, Operate & Transfer (BOT) basis.
- 1.2 This Request for Proposal Document is issued from the Tender Sales Counter, Corporation of Chennai on behalf of CoC to private sector parties interested in undertaking Construction, Operation and Maintenance of the Cycles and the Sheds at Marina Beach in CoC area on BOT basis.
- 1.3 Request for Qualification (RFQ) is sought from the Manufacturers of the branded Cycles from India/Abroad (which include companies, partnership firms, proprietary concerns, etc.) who are interested in bidding for the Project either individually or as a consortium of such firms. The Private Sector Party (PSP) would be required to provide Cycling facility to the public and tourist at Marina Beach in CoC area by undertaking Construction, Operation and Maintenance of the provide Cycling facility to the public and tourist at Marina Beach and other facilities for a specified concession period. They would be permitted to earn revenue from Hiring of Cycles as described in the documents.
- 1.4 A two-stage bidding process is being adopted for the project:
 - a. **Stage – I** involves evaluation of Technical Bid which includes submission of design of shed,operation and maintenance schedule of Cycle facility.
 - b. **Stage – II** will consist of evaluation of Financial Proposal of only those parties qualified in Stage-1 as per the evaluation criteria laid down in the RFP Document to select the Preferred Bidder for Construction, Operation & Maintenance of Cycles and the Sheds at Marina Beach in CoC area.
 - c. The RFP Document Package comprises of:
 - Part A: Instructions to Bidders
 - Part B: RFP Document
 - Part C: Draft Concession Agreement
- 1.5 All data provided as a part of the RFP Document Package is for guidance and general information purposes. The same should be verified by the bidder for use as a part of preparing their proposals for the project.
- 1.6 Bidding Firms are required to establish they are Manufacturers of branded Bi-Cycles in India/Abroad.
- 1.7 The Stage I, II, proposal documents duly completed and sealed in respective envelopes and as per the procedure explained herein must be delivered to Tender Sales Counter, Corporation of Chennai at the address mentioned in the RFP Document on or before **29.10.2010 by 15:00 Hours IST.**

Superintending Engineer
Bus Route Roads & Parks Department
Corporation of Chennai
Ripon Buildings
Chennai – 600 003
Tel.: 044 – 2538 7755; Fax.: 044 – 2538 3962
E- mail; sebrccoc@gmail.com

A-2 PROJECT BRIEF

2.1 Background

Chennai City is one of the metropolitan cities with several major and principal transportation corridors that are lined by major commercial and government entities and public centers such as shopping malls, residential complexes, commercial complexes, and other important institutional buildings.

Chennai is one of the few cities in India is visited by most of the tourist from all over the world. At present the atmosphere is most polluted in the world so many reasons. Among which the smoke emission from the vehicles is also one of the reason. To restrict the same and to motivate the public to use the cycle to the extent possible cycle provision made in the Marina Beach which second longest beach in the world.

This Bid Document comprises Construction, Operation and Maintenance of Cycles and the Shed at Marina Beach in Chennai Corporation Area as designated by you and approved by Corporation of Chennai.

CoC intends to provide Cycles in Marina Beach in its jurisdiction as specified above, through a phased approach, with proposed user and environment friendly designed Shed with Cycle provision by Private Sector Participation on a BOT (Build, and Operate & Transfer) basis.

2.2 Chennai – City Profile

Chennai, formerly known as Madras, is the capital of the state of Tamil Nadu and is India's fourth largest metropolitan city. It is located on the eastern seaboard of Bay of Bengal. With an estimated population of 7.06 million, the 372-year-old city is the 34th largest metropolitan area in the world.

Chennai is the third largest commercial and industrial centre in India, and is known for its cultural heritage and temple architecture. Chennai is considered the automobile capital of India, with a major percentage of the automobile industry having a base here and a major portion of the nation's vehicles being produced here. This has led to Chennai being referred to as the Detroit of South Asia. It has also become a major centre for outsourced jobs from the West. The 3-kilometre long Marina Beach forms the city's east coast. The city is known for its sport venues and hosts an ATP tennis event, the Chennai Open. Chennai is also one of the rare cities to accommodate a national park, the Guindy National Park, within its city limits.

Chennai is a host to leading Universities of national and international repute. Additionally, Chennai has more than 125 colleges in the Greater Chennai Area and adjoining regions.

2.3 Chennai – Location and Regional Setting

Chennai is located at 13.04° N 80.17° E on the southeast coast of India and in the northeast corner of Tamil Nadu. It is located on a flat coastal plain known as the Eastern Coastal Plains. The city has an average elevation of 6 m above MSL with the highest point being 60 m above MSL. Chennai is bound on the north and west by Tiruvallur District, South and Southwest by Kancheepuram District and on the east by Bay of Bengal.

Two rivers meander through Chennai, the Cooum River in the central region and the Adyar River in the southern region. A protected estuary of the Adyar forms the natural habitat of several species of birds and animals. The Buckingham Canal, 4 km inland, travels parallel to the coast, linking the two rivers. The Otteri Nullah, an east-west stream runs through north Chennai and meets the Buckingham Canal at Basin Bridge.

2.4 Provision of Cycles

Corporation of Chennai area is the hub of the city with more traffic movement includes Buses, Lorries, Cars, Three Wheelers and Two wheelers. Thus all emissions from these vehicles are polluting the atmosphere. To curtail the pollution level the mode of transport can be restricted as much as possible by using the cycle mode. To encourage the same Corporation of Chennai intend to introduce cycling on rental in Marina Beach service road as a first phase.

Corporation of Chennai desires to introduce similar provision in the possible places like major parks surrounding where more peoples are using and further to the extent possible with in the Chennai city.

A-3 PROJECT FRAMEWORK

3.1 Implementation Strategy

Corporation of Chennai (CoC) intends to develop the project on “Build, Operate and Transfer” (BOT) basis by inviting Private Sector Party (Firm or Concessionaire) to finance, construct, operate and maintain the Cycles and the Shed during the specified Concession Period. CoC will enter into a Concession Agreement with the Firm or Concessionaire for **Ten (10) years** for construction, operation and maintenance of the Cycles and the Shed.

During this period, the Firm or Concessionaire shall carry out the services of Providing Cycles as specified in **Annexure A** as per the technical specifications, performance standards and guidelines given as part of the Concession Agreement. The construction period for the project will be **Three months**, within which the Concessionaire will complete the construction of Shed for providing Cycles as per the requirements, technical specifications and standards. The bidders with the capacity and proposal to complete the work in lesser duration would be given preference. The Firm or Concessionaire would be given the right to collect the revenues from Hiring of Cycles and advertisements in the area specified by CoC. A specified portion of net revenue shall be payable by the Firm or Concessionaire to the Corporation of Chennai as an annual Concession Fee. The Firm or Concessionaire shall pay the specified Concession Fee annually over the Concession Period as per the Schedule of Payment specified by CoC. CoC shall appoint the Engineer-in-Charge. The tenure of the Engineer-in-Charge, under this Concession Agreement, shall be from the period beginning from the Commencement Date and ending on the Commercial Operations Date (COD).

The title of interest, ownership and rights with regard to Shed constructed for Cycles by the Firm or Concessionaire for CoC along with fixtures/fittings provided therein and the land allotted by the CoC shall vest with the CoC except that these will be operated and maintained by the Firm or Concessionaire as agreed in the Agreement. The assets created by the Firm or Concessionaire will be owned by the Firm or concessionaire during the period of the Concession and will be transferred to CoC upon the expiry or earlier termination of the Concession Agreement.

3.2 Scope of Work:

1. Necessary site preparation for the erection of sheds for the cycles at Marina Beach.
2. Construction of Sheds for the cycles as designed by you and approved by the CoC.
3. Construction to be completed within **Three months** as directed by CoC.
4. Providing specified No. of cycles for Gents, Ladies and Children as directed by CoC.

5. Operation and Maintenance of Cycles and the Sheds during the Concession period.
6. Ensuring that the Cycles and the Sheds is clean and free from any waste.
7. Collection of revenues from Hiring the Cycle and advertisement during the concession period
8. Transfer of Cycles and the Sheds to CoC at the end of Concession period pursuant to successful completion of necessary inspection, renewals/repairs/replacement

For detailed Scope of Work RFP document (**Part-C1**) may be referred.

A-4 BIDDER'S RESPONSIBILITY BEFORE PROPOSAL SUBMISSION

- 4.1 The Bidder shall be responsible for all of the costs associated with the preparation of the Proposal and their participation in the selection process. CoC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection process.
- 4.2 The Bidder shall ensure that the bid is complete in all respects and conforms to all requirements indicated in the RFP document.
- 4.3 Site Visit, Traffic Study and Field Investigations, if any, The Bidder shall visit and examine the site and obtain for themselves, at their own responsibility, all the information and data that may be necessary for submission of bid, and entering into concession for Providing Cycles and Construction of Shed, and subsequent operation and maintenance of the same. The Provision of Cycle related information, which has been provided in this RFP document, is intended to guide the bidders in preparing their proposal only. CoC shall not stand guarantee for and shall not be held responsible for the veracity of the data related to cost and revenue, which have been made available in this document.
- 4.4 Costs associated with Visits and Field Investigations, if any: The costs of visiting the site, and undertaking any further studies and investigations shall be at the Bidder's own expense. The Bidder and any of his personnel or agents can visit site.
- 4.5 Familiarity with Clearances: The Bidder should be familiar with the clearances required from various authorities to commence work. A Bidder shall be deemed to have carried out preliminary checks with relevant authorities.
- 4.6 It would be deemed that by submitting the Bid, the Bidder has:
 - Made a complete and careful examination of the RFP document
 - Obtained all relevant information about the project.
- 4.7 CoC shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

A-5 COST OF DOCUMENT

- 5.1 The Request for Proposal Document can be obtained by paying Rs.6750/- by demand draft of any Nationalized/ Scheduled Bank payable at Chennai from the Tender Sales Counter, Ripon Buildings, Corporation of Chennai, Chennai – 600 003, Tamil Nadu, India from **29.09.2010 to 27.10.2010** at the specified address on all working days between **11:00 hours to 15:00 hours**. The Bidding Firm shall bear all costs associated with the preparation and submission of its RFQ or Proposal, and CoC will in no case be responsible or liable for these costs regardless of the conduct or outcome of the selection process. Bid Documents can also be downloaded from

the website <http://tenders.tn.gov.in/> at free of cost. CoC will in no case be responsible or liable for any problem that the Bidder may encounter while downloading.

- 5.2 The Bidders are advised to inspect and examine the site and its surroundings and satisfy them before submitting their offer. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent upon any misunderstanding or otherwise shall be allowed.

A-6 CLARIFICATIONS OF RFP DOCUMENTS

- 6.1 The prospective Bidding Firm requiring any clarification of the RFP documents may notify the CoC in writing by post, courier or by facsimile at the address given in the Letter of Invitation up to two (2) days in advance of the Pre-Bid meeting.
- 6.2 CoC reserves the right not to respond to non-relevant questions raised by Bidding Firm or to provide clarifications if CoC, in its sole discretion, considers that it would be inappropriate to do so. Nothing in this section shall be taken or read as compelling or requiring CoC to respond to any questions to provide any clarification. No extension of any deadline will be granted on the basis or grounds that CoC has not responded to any question or provided any clarification.

A-7 PRE-BID MEETING

- 7.1 A pre-bid meeting shall be held for any clarifications and replies to the queries of bidders.
- 7.2 A pre-bid meeting shall be held on **04.10.2010 at 15:00 hours** at the Office of the Superintending Engineer, Bus Route Roads & Parks Department, Corporation of Chennai, Ripon Buildings, Chennai – 600 003. Bidders will be required to send their queries in writing or mail at least two (2) days prior to the pre-bid meeting to the Superintending Engineer, Bus Route Roads & Parks Department, Corporation of Chennai, Ripon Buildings, Chennai – 600 003, Tel.: 044 – 2538 7755, Fax.: 044 – 2538 3962, E-mail: sebrccoc@gmail.com
- 7.3 Minutes of the meeting, including the text of the questions raised and the responses given, would be sent to all prospective Bidders. Any modifications of the RFP document package, which may become necessary as a result of the Pre-bid meeting, shall be through the issue of an addendum.
- 7.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder. However, all clarifications and modifications presented in the Addendum will be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference.

A-8 BID SECURITY

All proposals submitted in response to the Request for Proposal Document shall be accompanied by a Bid Security of **Rs.11,000/- (Indian Rupees Eleven thousands only)** in the form of Demand Draft or in the form of FDR/NSC/any other Post Office Savings Scripts pledged in favour of The “Commissioner, Corporation of Chennai” payable at Chennai.

A-9 VALIDITY OF PROPOSAL AND BID SECURITY

- a. Proposal shall remain valid for a period of 180 days from the Proposal Submission Date. CoC reserves the right to reject any Bid, which does not meet this requirement.
- b. The Bid Security shall be valid for Three Months beyond the initial validity of the proposal as specified above.
- c. Any bid not accompanied with an acceptable Bid Security shall be rejected.
- d. The Bid Security of the unsuccessful Bidders would be returned after the acceptance of the letter of award to the successful bidder.
- e. The Bid Security of the successful Bidder will be discharged when the successful Bidder has signed the agreement and furnished the Performance Security.
- f. The Bid Security shall be forfeited under the following conditions:
 - If the Bidder withdraws the Proposal during the period of Proposal validity.
 - In the case of a successful Bidder, if the bidder fails to sign the Concession Agreement within the stipulated time or fails to furnish the required Performance Security within the specified period.

A-10 AMENDMENT TO RFP DOCUMENT

- a. At any time prior to the deadline for submission of Proposal, CoC may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the RFP Document by the issuance of Addenda.
- b. Any Addendum thus issued will be sent in writing to all pre qualified bidders.
- c. CoC may, at its discretion, extend the Proposal Submission Due Date.

A-11 CLARIFICATION FROM BIDDERS

To assist in the evaluation of Proposal submitted by bidders, CoC may, at its discretion, ask any bidder for clarification of its Proposal. The request for clarification and the response shall be in writing.

A-12 LANGUAGE

The Proposal submission and all related correspondences should be written in the English language. Supporting documents and printed literature furnished by bidders with the Proposal may be in any other language provided that they are accompanied by Certified Translation of the document and/or pertinent passages into the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

A-13 PROPOSAL DOCUMENTATION

- 13.1 The Proposal should have no overwriting except as necessary to correct errors made by the Bidders themselves, in which case such corrections must be initialed by the person signing the Proposal.
- 13.2 The Proposal and its copies shall be typed or written in indelible ink and the authorized representative of the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person (s) signing the Bid.

A-14 CORPORATION OF CHENNAI (CoC) RIGHT TO ACCEPT AND REJECT PROPOSAL

Notwithstanding anything contained in the RFP document, CoC reserves the right to accept or reject all Proposal submissions, at any time without assigning any reason for cancellation.

A-15 PROPOSAL SUBMISSION DUE DATE

Proposal will be received up to **15:00 Hours (IST) on 29.10.2010** at Office of Tender Sales Counter, Corporation of Chennai, Ripon Buildings, Chennai – 600 003. Any Proposal, which is received after the prescribed deadline shall be returned, unopened.

A-16 SUBMISSION OF BIDS

The bidder shall prepare and submit their proposals in original and one copy clearly marking ORIGINAL and COPY and as per the procedure detailed below:

- 16.1. The Bid Security of the required value shall be sealed separately in a envelope mentioning: Envelope - A1 "BID SECURITY FOR PROVIDING CYCLES AND CONSTRUCTION OF SHED AND MAINTENANCE OF THE SAME AT MARINA BEACH IN CoC AREA ON BOT BASIS."
- 16.2. The original and copy of the Qualification Documents and (RFP) shall be sealed separately in the envelope mentioning: Envelope – A2 'QUALIFICATION PROPOSAL FOR PROVIDING CYCLES AND CONSTRUCTION OF SHED AND MAINTENANCE OF THE SAME AT MARINA BEACH IN CoC AREA ON BOT BASIS.'
- 16.3. The original and copy of the Financial Proposal shall be sealed separately in the envelope mentioning: Envelope – B 'FINANCIAL PROPOSAL FOR PROVIDING CYCLES AND CONSTRUCTION OF SHED AND MAINTENANCE OF THE SAME AT MARINA BEACH IN CoC AREA ON BOT BASIS.'
- 16.4. The original and copy of the Qualification Documents & (RFP) and Financial Offers shall also be sealed separately before sealing in their respective envelopes of A2 and B respectively.
- 16.5. All the above envelopes viz. 'A1', 'A2', and 'B' shall then be sealed in one outer envelope.
- 16.6. The inner and outer envelopes shall be addressed to Superintending Engineer, Bus Route Roads Department, Corporation of Chennai, Chennai at the address provided in the Para 7.2
- 16.7. The outer and inner envelopes shall also clearly indicate the name and address of the Bidder.
- 16.8. If the outer envelope is not sealed with sealing wax and signed twice across the sealed portion and marked as specified above, Corporation of Chennai will assume no responsibility for the misplacement or premature opening of the Proposal.
- 16.9. Corporation of Chennai must receive proposals at the address no later than the time and date stipulated in the Para 15.

A-17 LATE BIDS

Corporation of Chennai will not, accept any Proposal received after the Proposal Submission Due Date and Time. Late submission will be rejected and returned unopened.

A-18 OPENING OF BIDS

- 18.1. The bids as received shall be opened by the Superintending Engineer, Bus Route Roads Department, Corporation of Chennai at **15:15 Hours (IST) on 29.10.2010** in Corporation of Chennai in the presence of bidders who choose to be present. On opening of the main envelope, it will be checked if it contains the following documents:
 - Bid Security (Envelope A1)
 - Qualification Documents and (RFP) (Envelope A2)
 - Financial Proposal (Envelope B)
- 18.2. The Bid Security will be opened first and will be checked for it's requisite value and format.
- 18.3. In case the Bid Security found to be acceptable, then the Qualification Proposals shall be opened and processed further.
- 18.4. If the documents do not contain Bid Security, or not of required value or in acceptable form, the offers submitted will be rejected.
- 18.5. The Financial proposal shall not be opened on that day and shall be kept separately in the safe custody of CoC to be opened and evaluated later on as per the procedure detailed herein.

A-19 CONFIDENTIALITY

Corporation of Chennai will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence. Corporation of Chennai will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.

A-20 TESTS OF RESPONSIVENESS

- 20.1. Prior to evaluation of Proposal submission, Department will determine whether the Proposal is responsive to the requirements of the RFP document. Any Proposal submission shall be considered responsive if:
 - Is received by the Proposal Submission Due Date including any extension thereof.
 - Is signed, sealed and marked as stipulated in clause A-16
 - Is accompanied by the Bid Security
 - Contains all the information as requested in the RFP document
 - Mentions the validity period as set out in clause A-9
- 20.2. CoC reserves the right to reject any Proposal submission which is non responsive and no request for alteration, modification, substitution or withdrawal shall be entertained in respect of such Proposal submissions.

A-21 EVALUATION AND COMPARISON OF PROPOSALS

CoC will evaluate and compare the proposal determined to be substantially responsive in accordance with Clause No A-20 and as per the procedure detailed below. In the event of any discrepancy between 'ORIGINAL' and 'COPY' the contents of 'ORIGINAL' shall prevail.

i. Evaluation of Qualification Criteria

Evaluation of the qualification proposals will be on Pass/ Fail basis. Only those bidders, whose qualification proposal meets the specified eligibility criteria, will be opened for Technical evaluation. Only those firms, whose pre-qualification proposal meets the aforementioned requirement will be nominated as qualified bidders for the purpose of opening of financial bids and their evaluation. The Financial offers of those bidders who do not qualify the Technical criteria shall be returned unopened and no claim in this regard shall be entertained

ii) OPENING OF FINANCIAL BID AND EVALUATION

- a. CoC would intimate the date and venue of the opening of the Financial Proposal of only those bidders who pass through the qualification criteria and technical criteria, with a request to be present at the time of the opening.
- b. The Financial Bids would be opened and read out aloud on the said date and venue in the presence of the representatives of the bidders who choose to be present.
- c. Evaluation of Financial Proposal shall include the following:
 - The bidder quoting the highest Concession Fee shall be the successful bidder
 - Total amount of Annual Concession Fee expressed in Indian Rupees per year and payable to CoC over the concession period on an annual recurring basis and adhering to a compounded five percent (5%) annual increase of Concession Fee.
 - Arithmetical errors as corrected
 - In the event of multiple bids quoting the same highest amount of Concession Fee, the CoC shall resort to inviting only those bidders for submission of a revised financial quote within such time as may specified by CoC.

The Minimum Concession Fee of **IN Rs.1.00 Lakh** (Indian Rupees ONE LAKH Only) per year as prescribed in relevant paras shall be the lower limit for the Concession Fee. Any bids lesser than the said amount as Minimum Concession fee or a financial proposal accompanied with any condition shall be summarily rejected.

A-22 SELECTION AND NOTIFICATION

The highest evaluated bidder would be selected as successful bidder and would be intimated through a "Notice of Award".

A-23 AWARD OF CONTRACT

- 23.1. Upon issuance of the "Notice of Award" the selected bidder shall have to sign the concession agreement within thirty (30) days of "Notice of Award".
- 23.2. If the Concession Agreement is not signed by the selected bidder within 30 days of issuance of the "Notice of Award", then CoC reserves the right to withdraw the offer, and proceed ahead in any manner it deems fit. In such an eventuality, the Proposal Security of selected bidder would be forfeited. The successful bidder would have to furnish Performance Security as specified in the Schedule of Agreement, before signing of the Concession Agreement. Till such time, the Proposal Security of the successful Bidder would remain effective and in possession of CoC.

A-24 EXTENSION OF VALIDITY OF BID

In exceptional circumstances, prior to expiry of the original Proposal Validity Period, CoC may request the pre-qualified Bidders in writing to extend the Proposal Validity Period for a specified additional period.

ANNEXURE – A

1.Total No. of cycles to be provided is 50 Nos.

- a) Gents cycle : 30 Nos.
- b) Ladies cycle : 10 Nos.
- c) Children cycle: 10 Nos.

2. The cycles and the shed provided for the same should be maintained well. Any time the 50 Nos. of cycles should be in operative condition. Necessary repairs should be done then and there.

3. Operation time for the cycles.

- Morning : 6.00 am to 10.00 am
- Evening : 4.00 pm to 10.00 pm
- Holidays : 6.00 am to 10.00 pm

4. Hire Charges : Rs. 5.00 per hour (Uniform for all the cycles)

5. Hiring can be made as follows:

For Members :

- a) Identity Proof
- b) Registration fee Rs. 200/-
- c) Rent by Smart card or by cash.

For Tourists:

- a. Identity Proof
- b. Deposit by Cash Rs. 500/-
- c. Rent by cash

QUALIFICATION CRITERIA

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1.0 ELIGIBILITY CRITERIA

1.1 GENERAL

1.1.1 This invitation is open to all National or International Cycle manufacturing firms (which include companies, partnerships, propriety concerns, etc.) who are interested in bidding for the Project either individually or as a consortium of such firms. In case of Consortium, the lead firm (which shall be a single entity) shall be specified and fully empowered to represent the Consortium. The lead firm shall have a minimum equity stake of 26% in the Consortium.

1.1.2 If the bidding company is a subsidiary of any company of Indian/ Foreign origin, then the bidding company can submit the experience of the parent company along with a certificate of undertaking from the parent company certifying such experience. However, financial information acceptable for evaluation shall be that of the bidding company only.

1.1.3 If the bidding company is a parent company of Indian/ Foreign origin, then it can also submit the experience of the subsidiary company. Financial information acceptable for evaluation shall be that of the parent company only.

1.1.4 If the bidding company is a subsidiary of any company of Indian/ Foreign origin, then the bidding company can submit the experience and financial information of the parent company for evaluation along with a certificate of undertaking from the parent company certifying such experience, financials and a legal undertaking of accepting Joint Liability in all cases. The aforementioned legal undertaking should be valid both in the Country of Origin and India.

1.1.5 In case of Joint Venture bidders, financial information acceptable for evaluation shall be that of the identified partner in the JV, which shall be clearly indicated by the JV bidder. Experience information acceptable for evaluation shall be the combined or individual experience of the JV partners. However, a lead partner in the JV shall be specified. No Joint Venture arrangement shall be permitted after submission of bids.

1.2 QUALIFICATION CRITERIA

The Bidder should be a Manufacturer of Bi-Cycle in India / Abroad.

1.3 **Litigation History and Legal Matters:** The Applicant shall provide accurate information on the "Historical Contract Non-Performance Form" in the prescribed format (as enclosed in Appendix 5) about contract non-performance and pending litigation with respect to contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Applicant or any participant of a joint venture may result in failure of the Application.

2.0 DISQUALIFICATION

2.1 Even though the Bidding Firm meets the qualifying Criteria, they could be disqualified if they have:

- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;

- b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc.
- c) Submitted the qualifying Criteria documentation or is non-responsive.
- d) Submitted the Bid, which is not accompanied by the Bid Security of requisite value and in acceptable format
- e) Failed to provide clarifications related thereto
- f) If any member of the Consortium is replaced or withdraws, except without prior written permission of CoC.
- g) Been black listed/barred by GOI/Any State Govt./PSU/Government Body as on date of submission of the bids.

2.2 If any such information which would have entitled CoC to reject or disqualify the Bidding Firm, becomes known after the Bidding Firm has been qualified, CoC reserves the right to cancel the qualification of the Bidding Firm at any later stage.

3.0 CONTENTS OF QUALIFICATION DOCUMENTS

3.1 The Qualification documents submitted by the Applicant* shall contain the following sections:

- a. Letter of Application (appendix 1)
- b. Litigation History (Appendix 2)

3.2 The Qualification document shall include the above information in the formats given in the appendices and any other statement of information in support of qualification criteria.

3.3 The documentary evidence of the Bidder's qualifications to implement the Project, shall establish to the CoC's satisfaction that the Bidder has the financial, managerial, technical, procurement and other capabilities necessary to perform the contract and, in particular, meets the experience and other criteria required. The documentary evidence shall include any other materials required to be completed and submitted by Applicants in accordance with these instructions. This shall include but not be limited to the following:

- a. Certified Copies of original documents in support of legal constitution of the firm and place of business;
- b. A Power of Attorney, authorizing the signatory of the Bid to commit the Bidder.
- c. Bid submitted by Bidding firm/ Consortium shall comply with the following requirements:
 - (i) The bid shall include all the information required above for each bidding firm/Consortium partner.
 - (ii) The bid shall be signed so as to be legally binding on all partners.
 - (iii) The Lead partner, shall be designated as leader, this authorization shall be evidenced by submitting with qualification document, a Power of Attorney signed by legally authorized signatories of all partners.
 - (iv) Original MOU signed by all the members of JV/ Consortium partners holding jointly & severally responsible to CoC for all the works under scope of work.
 - (v) Once bid has been submitted by or on behalf of a Consortium, if any member withdraws from the Consortium, the consortium shall be disqualified, unless the remaining members can demonstrate their continued ability to fulfill the qualification criteria set out in bid.

4.0 OPENING, EVALUATION AND FURTHER PROCESS

4.1 The qualification document will be opened on the date specified in the Letter of Invitation for bids, at the place of bid submission. Bidding Firm's representatives may attend the opening and shall sign a register as proof of their attendance.

4.2 Based on the qualification document submitted by the Bidding Firms, CoC will carry out an evaluation of the qualifications of such Bidding Firms. If at any time during the evaluation process, CoC requires any clarification in order to carry out the evaluation, it reserves the right to request for information from any Bidding Firm, and the Bidding Firm concerned will be obliged to respond to any request for such information and to supply the same to CoC within such reasonable timeframe as required.

4.3 Any unsolicited information after submission of bids shall not be entertained.

4.4 CoC will ascertain whether Bidders who have submitted responsive bid are qualified for further evaluation of Financial Proposal for satisfactorily implementation of the Project.
|

4.5 The determination will take into account the Bidding Firm's managerial, financial and technical capabilities and experience in similar projects. It will be based upon and examination of the documentary evidence of the qualification submitted by the Bidder Firm.

APPENDICES

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Appendix 2	Litigation History and Legal Matters	27

Appendix 1 Letter of Application

(Letterhead paper of the Bidder including full postal address, telephone, fax, e-mail addresses)

Date:.....

To,
Superintending Engineer
Bus Route Roads & Parks Department
Corporation of Chennai
Ripon Buildings,
Chennai – 600 003.

Sir,

1. Being duly authorized to represent and act on behalf of(hereinafter “the Bidder”), and having reviewed and fully understood all the qualification information provided, the undersigned hereby apply to be qualified by you as a prospective bidder for the project involving “Providing Cycles and Construction of Shed and Maintenance of the same in Marina Beach in CoC area on BOT Basis”
2. Attached to this letter are copies of original documents defining:
 - a) The applicant’s legal status
 - b) The principal place of business; and
 - c) The place of incorporation (for bidders who are corporations); or the place of registration and the nationality of the owners (For bidders who are partnerships or individually -owned firms)
 - d) MOU (in case of Consortium/Joint Venture)
 - e) All documents as specified in the Bid.
3. CoC and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and client regarding any financial and technical aspects. This letter of any institution, to provide such information deemed necessary to verify statements and information provided in this application, or with regard to the resources, experience and competence of the Bidder.
4. This application is made in the full understanding that:
 - a) Bids of all bidders will be subject to verification, by CoC, of all information submitted for qualification at the time of bidding;
 - b) CoC reserves the right to:
 - Amend the scope of work under this project; in such event, bids will only be called from qualified bidders who meet the revised requirements; and
 - Reject or accept any application, cancel the qualification process, and reject all applications; and

- c) CoC shall not be liable for any such actions and shall be under no obligation to inform the Applicant of the grounds for them.
5. Appended to this application, we give details of the participation of each party, including capital contributions and Profit and Loss arrangements, as per requirements of the Bid Document.
 6. We confirm that in the event we bid, the bid as well as any resulting contract will be:
 - a) Signed so as to legally bind all partners jointly and severally; and
 - b) Submitted with a joint venture agreement providing the joint and several liability of all partners/Consortium members in the event contract is awarded to us
 6. The Bid Security of **Rs.11,000** (Indian Rupees **Eleven** thousands only) in the form of Demand draft or in the form of FDR/NSC/any other Post office Savings scripts pledged in the favour of "The Commissioner, Corporation of Chennai" is enclosed vide
 8. The undersigned declare that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

Signed

Name

For and on behalf of (name of Bidder) OR

For and on behalf of (name of Consortium Member/ Partner)

Appendix 2 Litigation History and Legal Matters

The Bidder shall provide accurate information on the “Historical Contract Non-Performance Form” about contract non-performance and pending litigation with respect to contracts completed or ongoing under its execution over the last five years. (Separate Sheets for each project to be attached, giving following details). A summary is to be provided in following format.

Year	Name of Work	Name of Client with contact details	Contract No. and Date	Value of Contract in IN Rs.	Date Completed	Nature of Litigation	Final Award

PART B:
REQUEST FOR PROPOSAL
(RFP)

C-1 SCOPE OF WORK

1.1 Description

Cycle Provision and Shed specifications have also been made the part of the tender documents.

1. The dimension of Shed to be provided for the Cycles should be mentioned. No of cycles to be provided as specified by CoC.
 2. All the structural members of the Shed for the Cycles should be approved by CoC.
 3. Space shall also be reserved for provision of a clock at the location within the Shed for Cycles as directed by the Engineer-in-charge of CoC.
 4. Total No. of cycles to be provided is 50 Nos.
 - a) Gents cycle : 30 Nos.
 - b) Ladies cycle : 10 Nos.
 - c) Children cycle: 10 Nos.
 5. The cycles and the shed provided for the same should be maintained well. Any time the 50 Nos. of cycles should be in operative condition. Necessary repairs should be done then and there.
 6. Operation time for the cycles.

Morning	: 6.00 am to 10.00 am
Evening	: 4.00 pm to 10.00 pm
Holidays	: 6.00 am to 10.00 pm
 7. Hire Charges : Rs. 5.00 per hour (Uniform for all the cycles)
1. Hiring can be made as follows:
- For Members :
- d) Identity Proof
 - e) Registration fee Rs. 200/-
 - f) Rent by Smart card or by cash.
- For Tourists:
- c. Identity Proof
 - d. Deposit by Cash Rs. 500/-
 - c. Rent by cash

The construction drawings, including foundation drawings are to be prepared by the successful bidder as applicable and supported by necessary calculations and estimates and utilizing most recent version of standard specifications and requirements and submitted for approval from the Engineer-in-Charge of CoC.

1.2 Facility Planning

The Concessionaire shall construct structurally sound and aesthetically appealing facilities as per plans provided by the CoC.

1.3 Specific Scope of Work

The project scope would include the following major activities:

(1) Preparation of Construction Drawings

This includes the following:

- (a) Preparation of Construction drawings as per the specifications and requirements including structural designs and obtaining approval of the CoC.

(2) Provision of Cycles and Construction of shed

This includes the following:

- (a) Providing Cycles for Gents, Ladies and Children.
- (b) Construction of environment friendly Sheds for Cycles as per your design, but drawings and specifications approved by CoC.

(3) Operational Management

This includes Cycles' operations i.e. regular cleaning of the cycles and its shed areas, functioning of user amenities, provision of dedicated security personnel handling emergency situations, functioning of information and communication systems, if any, availability of basic infrastructure requirements such as electricity for lighting purposes,

(4) Maintenance Works

It will include, but not necessarily be limited to, routine and periodic maintenance works for Cycles as listed below:

- (a) Regular cleaning, Lubricating and replacing spares as and when required.
- (b) Civil, electrical and mechanical works for the Provision of Cycles
- (c) Furniture and Equipment maintenance and servicing

(5) Services to be Provided

i. Electricity Supply: The Concessionaire shall ensure adequate electricity supply for proper lighting at the Cycle Shed and advertisements.

iii. Cleaning of the Cycles: The Concessionaire shall ensure daily cleaning of the Cycles.

iv. Safety & Security: The safety and security of the Cycles and the Shed vests with the Concessionaire. The Concessionaire shall maintain security personnel, gadgets as required as part of the maintenance services.

v. Other Facilities: The Concessionaire shall construct/provide structurally sound and aesthetically appealing users facilities such as clock etc.,as per plans approved by the CoC.

C-2 PROJECT COST

The project cost would include the cost of cycles and Construction shed comprising civil, electrical and other costs. There will be recurring annual cost associated with operation and maintenance of the Cycles and the Shed which shall be the responsibility of the Concessionaire.

C-3 REVENUE GENERATION SOURCES

Hiring of Cycles as per norms fixed by the CoC is the identified and permitted source of revenue from the provision of Cycles.

Note: The data given herein is for general information and guidelines of the bidder. Bidder is expected to make his own estimates of revenue before submitting their Proposals. No Claim shall be entertained in this regard at any stage.

C-4 DETAILS TO ACCOMPANY RFP

4.1 TECHNICAL PROPOSAL

The Bidder shall submit the following along with the Proposal in sufficient details to enable evaluation of their grasp of the work and ability to execute it within the Time of Completion.

4.1.1 Operation Schedule

The operational schedule will consist of the procedures and practices to be followed in keeping the facility working and the processes followed for operations. Daily operational schedules for the Cycles including housekeeping, security/ watch ward, lease agreement monitoring will form part of this schedule.

4.1.2 Maintenance Schedule

Maintenance schedules would contain time schedules and scope of maintenance work to be taken up, under the routine maintenance and regular maintenance.

4.1.3 Employment Schedule

This shall consist of a chart showing deployment of monthly manpower (including skilled and unskilled labour of various categories) commensurate with the Construction Schedule and the Operation and Maintenance schedule.

4.1.4 Conformity and Improvements

In conformity to the fixed parameters, technical specification and performance standards, the Concessionaire can propose need based additional facilities to users of the Cycles. For e.g., options to equip a specified number of Cycles at Marina Beach with solar panels for generation of electricity shall also be indicated in the Proposal. In case the bidder proposes additional facility in the Shed for Cycles, the bidder should submit details of additional facilities, for review and approval of CoC. However, all such additional facilities are to be performed at the Bidder's own cost and at no additional cost to the CoC nor reduction or change in the Annual Concession Fee.

4.1.5 Cost estimates of the Cycles provision and Shed

- Cost estimates of the Provision of Cycle and Shed for the same, based on the Design and details prepared by you and approved by CoC, shall be furnished in the RFP. The bidder shall prepare a cost (item wise) and cash flow estimates for this work, along with a break-up of the O&M expenses for the Concession Period.

4.2 FINANCIAL PROPOSAL

The bidder shall submit the financial proposal giving the following details;

- Concession Fee

The bidder shall quote the Concession Fee per year on a lump sum basis in Indian Rupees with the specified annual compounded increase of five percent (5%) that the bidder would pay to CoC on an annual basis during the entire concession period in the prescribed format given in Appendix 3.

Table1 – Construction Price Schedule*(Item-wise break up of construction cost to be indicated under the following heads)*

Sl. No.	Brief Item Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)	Sub Total (Rs. Lakh)
1	Preparation of Construction Drawings					
2.	CIVIL WORKS					
	Sub Total for Civil Works					
3	Electrical Works					
	Sub total for Electrical Works					
4	Provision of Cycles	50	each			
	Sub-total for Provision of Cycles and shed Works					
A	TOTAL CONSTRUCTION COST (1+2+3+4)					
4	Contingencies					
5	Interest During Construction (IDC)					
6	Pre-Operative Expenses					
7	Taxes, Works Tax etc					
8	Supervision Costs					
9	Any Other Cost Head					
B	TOTAL LANDED PROJECT COST (A+4+5+6+7+8+9)					

Table 2: Operation and Maintenance Price Schedule

Sl. No.	Item	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
1	Operation and Maintenance cost of Cycles and facilities	Per year			
2	Operation and Maintenance cost of Electrical Equipments	Per year			
3	Operation and Maintenance cost towards Manpower deployed	Per year			
4	Operation and Maintenance cost towards Administration	Per year			
5	Operation and Maintenance cost towards Security	Per year			
6	Any Other Costs	Per year			
	TOTAL O&M COST	Per year			

Table 3: Grand Total Summary

Sl. No.	Schedule	Sub Total (Rs. Lakh)
1.	TOTAL LANDED PROJECT COST (Schedule 1)	
2.	TOTAL ANNUAL O&M COST (Schedule 2)	
	GRAND TOTAL	

Appendix 3

FORMAT FOR CONCESSION FEE

We agree to pay a concession fee of IN **Rs.**_____ (Indian Rupees _____ only) per annum in the first year, for Providing Cycles and construction of Shed for the same and maintenance under BOT basis. The concession fee quoted shall be increased on an annually compounded basis by five percent (5%) in subsequent years till the end of the Concession Period.

Authorized Signatory
(with Stamp of the concessionaire)

ANNEXURES

FORMS OF SECURITIES

Acceptable forms of securities are annexed. Bidders should not complete the forms for Performance Security for Construction and Performance Security for Operation and Maintenance at the time of submission of Bids. Only the successful Bidder will be required to provide Performance Security for Construction and Performance Security for Operation & Maintenance in accordance in the prescribed format as specified in the enclosed forms.

Annex A: Deleted

Annex B: Performance Security for Construction (Bank Guarantee)

Annex C: Performance Security for Operation & Maintenance (Bank Guarantee)

Annex A (Deleted)

BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated _____ [date] for the construction of _____ [name of Contract] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We _____ [name of bank] of _____ [name of country] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [name of Employer] (hereinafter called "the Employer") in the sum of _____¹ for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20__.

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;
- or
- (2) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
 - (c) does not accept the correction of the Bid Price;

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____, 2 days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[signature, name, and address]

1 The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders.

2 45 days after the end of the validity period of the Bid.

Signature of the Tenderer

PERFORMANCE SECURITY FOR CONSTRUCTION (BANK GUARANTEE)

To: _____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as Performance Security for Construction for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [amount of guarantee] 1 _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee]1 as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until (i.e.) 28 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

1 An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

PERFORMANCE SECURITY FOR OPERATION & MAINTENANCE (BANK GUARANTEE)

To: _____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as Performance Security for Operation and Maintenance for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [amount of guarantee] 1 _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee]1 as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until (i.e.) 28 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

1 An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

PART C:
CONCESSION AGREEMENT