



In SPV of Govt. of Gujarat & IRSDC

**GANDHINAGAR RAILWAY &
URBAN DEVELOPMENT CORPORATION LIMITED**

GANDHINAGAR RAILWAY & URBAN DEVELOPMENT CORPORATION LIMITED

RFP Document: GARUD/GNC/197/2023



Request for Proposal (RFP) Document

for

“Selection of Reputed Developer/ Builder/ Investor/ Facility Operators/ Facility Managers to Design, Develop through its own Funds, Construct and Operate (Commercially Utilize) and Maintain the Concourse Area of the Gandhinagar Capital Railway Station, Gandhinagar, Gujarat”

November 2023

ABSTRACT

Name of Work/Project	Selection of Reputed Developer/ Builder/ Investor/ Facility Managers/ Facility Operators to design, develop through its own fund, construct and operate (Commercially Utilize) and maintain the facility (Concourse Area at first floor) of the Gandhinagar Capital Railway Station, Gandhinagar, Gujarat
Date of Issue of RFP	25.11.2023
Pre-Bid Meeting	02.12.2023 at 11.30 Hrs
Last Date & time for Online Submission of Financial Bid	15.12.2023 & 1400 Hrs
Last date & time for Physical Submission of Bid (Tender Fee, Bid Security and Qualification document)	15.12.2023 & 1400 Hrs
Period of Completion of Works/Project	01 years from the Date of LOA
Address for communication, Pre bid Meeting and clarifications and Submission of Physical BID	GARUD Block No. 3, 3 rd Floor, Karamyogi Bhavan, Sector -10 A Gandhinagar, Gujarat
Correspondence email	garud.gandhinagar@gmail.com
Cost of RFP document/Tender Fee	Rs. 15,000/- (Rs. Fifteen Thousand only)
EMD/ Bid Security	Rs. 25,00,000/- (Rs. Twenty Five Lakh only)

DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or behalf of Gandhinagar Railway & Urban Development Corporation ("GARUD") or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which any information is subsequently provided.

This RFP is neither an agreement nor invitation to offer by GARUD to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their offer pursuant to this RFP (the "Bid" or "Proposal"). This RFP includes statements, which reflect various assumptions and assessments arrived at by GARUD in relation to Selection of Reputed Developer/ Builder/ Investor/ Facility Operators/ Facility Managers to Design, Develop through its own Funds, Construct and Operate (Commercially Utilize) and Maintain the Concourse Area of the Gandhinagar Capital Railway Station. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.

This RFP may not be appropriate for all persons, and it is not possible for GARUD, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check and be satisfied on the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain advice from appropriate sources as it may deem fit and take independent decision in respect thereof.

Information provided in this RFP to the Bidders(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

GARUD accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. GARUD, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder(s), under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in the Bidding Process.

GARUD also accepts no liability of any nature, whatsoever, whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. GARUD may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not in any way imply that GARUD is bound to select or to appoint the selected Bidder, as the case may be, for the Project and GARUD reserves the right to reject all or any of the Bids or Bids without assigning any reasons whatsoever.

The Bidder shall bear all costs associated with or relating to the preparation and submission of Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with

any demonstrations or presentations which may be required by GARUD, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain the liability of the Bidder and GARUD shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by A Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

1. INVITATION FOR BID (IFB)

1.1 Gandhinagar Railway & Urban Development Corporation Limited (GARUD) (refer invites bids for "Selection of Reputed Developer/ Builder/ Investor or Facility Operators to Design, Develop, Construct, Operate and Maintain and Commercially Utilize the Concourse Area of the Gandhinagar Capital Railway Station" from the Bidders with requisite technical and financial qualification, who are capable to design, develop through its own fund, construct and operate (Commercially Utilize) and maintain the facility.

1.2 The website address for E-Tender is www.nprocure.com

1.3 RFP document may be downloaded online from website at <https://garud.nprocure.com> by interested bidders during the dates of online downloading of RFP documents and Bids will be submitted on or before the last date and time for submission of bids as mentioned in the Abstract of the RFP document. Bidders have to submit Financial Proposal in electronic format only on <https://garud.nprocure.com> website on or before the last date & time for online submission. Financial Proposal in physical form shall not be accepted in any case. The Bidder should submit the Bid including Tender Fee, Bid Security/Earnest Money Deposit, Bid & related documents (Qualification Phase) etc. in physical form at the office of GARUD, Gandhinagar, so as to reach on or before last date and time of physical submission of Bids, as mentioned in the Abstract of the bid document.

1.4 GARUD shall not be responsible for any kind of postal delay. Bids will not be received, entertained, accepted after the stipulated date and time. The interested bidders are required to participate in E-tendering, by registering on <https://garud.nprocure.com> and shall have a valid **Digital Signature Certificate (DSC)** as per Information Technology Act, 2000, using which they can sign, submit their bids electronically. The Bidders who already have a valid DSC need not to procure a new DSC.

1.5 However, the bidders who are not having a valid Digital Signature Certificate (DSC) can procure the same from M/s. (n) Code Solution, GNFC, Ahmedabad, who is a licensed certifying authority by Government of India.

1.6 In case bidder needs any clarification or if any training is required for participating in E-tendering or if there any problem regarding downloading, viewing or online submission of bid/ tender, the bidders can contact M/s. (n) Code Solution on following addressed, before last date of online submission of bid: -

M/s. (n) Code Solution, A division of G.N.F.C. Ltd.,
301, G.N.F.C. Info Tower, Bodakdev, S.G. Road, Ahmedabad, Gujarat – 380 054 (India),
Phone No.079-40007501, 40007512, 40007516, 40007517
Fax 079-26857321
Email: nprocure@gnvfc.net

1.7 GENERAL INSTRUCTIONS

- (a) The Tender Fee will not be refunded under any circumstances.
- (b) Bid Security/ Earnest Money Deposit in the form as specified in bid document only shall be accepted.
- (c) The Bid shall be valid for 180 days from the last date of submission of bid.
- (d) Bids without Tender Fee, Bid Security/ Earnest Money Deposit and which do not fulfill all or any of the conditions or those submitted incomplete, in any respect shall not be considered for evaluation.
- (e) Not more than one Bid shall be submitted by a Bidder.
- (f) Conditional Bid shall not be accepted.
- (g) GARUD reserves the right to accept the highest responsive bid, based on evaluation of package and reject any or all bids/ RFP without assigning any reason.
- (h) The bidders are advised to read carefully the instructions and eligibility criteria contained in the bid/ RFP document.

Bid Inviting Authority:

The Managing Director
Gandhinagar Railway & Urban Development Corporation (GARUD)
Block No. 3, 3rd Floor, Karamyogi Bhavan,
Gandhinagar- Gujarat

Email: garud.gandhinagar@gmail.com

2. Introduction

2.1 Gandhinagar (Gujarat)

Gandhinagar is the capital city of the Indian state of Gujarat. It is located in western India, about 23 kilometres (14 miles) north of the larger city of Ahmedabad. Gandhinagar is known for its well-planned layout and is one of the most important political and administrative centers in the state. Gandhinagar, the capital city of the state of Gujarat, is an emerging hub for international business conventions. With the coming up of the Gujarat International Finance Tech (GIFT) City in Gandhinagar, the city is also expected to take off as a key International Finance Centre on the lines of Dubai, Singapore and Hong Kong. Sardar Vallabhbhai Patel International Airport located in Ahmedabad is 18 km away from Gandhinagar, providing both domestic and international flights.

2.2 Gandhinagar Railway and Urban Development Corporation Ltd. (GARUD)

Gandhinagar Railway and Urban Development Corporation Ltd. (GARUD) is a joint Venture Company incorporated on January 5, 2017, between Government of Gujarat (GOG) and Indian Railway Stations Development Corporation Ltd (IRSDCL) under the provisions of the Companies Act, 2013.

GARUD is entrusted with the task of undertaking the implementation of the redevelopment of the Gandhinagar Capital Railway Station. It has been mutually agreed between Indian Railways and Government of Gujarat that Gandhinagar Railway station would be redeveloped to international standards by leveraging land/ air space around station which includes development of 5-star Category 318 rooms hotel on the airspace of the station as well as management of Mahatma Mandir and Exhibition Centre at Helipad Ground for enhanced utilization of these facilities.

2.3 Gandhinagar Capital Railway Station (GNC), Gandhinagar (Redeveloped)

Gandhinagar Capital railway station (GNC) is located in Sector 14. Many trains running on the western zones pass through Gandhinagar. The Redeveloped Gandhinagar Capital Railway Station alongwith the 318 room five star hotel on its airspace has been inaugurated by Hon'ble Prime Minister on 16 July 2021.

The grand view of Mahatma Mandir and Dandi Kutir from this railway station is amazing. It will also become a tourist spot for the people visiting Dandi Kutir Museum or Vibrant Gujarat Summit. Just opposite to the Station Entrance is Dandi Kutir which is India's largest & only museum built on the life and teachings of one man - Mahatma Gandhi. This museum is specially designed based on the biography of Mahatma Gandhi-the initiator of Disobedience and Nonviolence movements for Independence of India. This museum is designed with sophisticated technologies combining audio-video, 3-D visuals, 360-degree shows and the display is used to showcase varied knowledge. This is the only museum depicting biography of the Father of the Nation - Mahatma Gandhi using sophisticated technology in the world.

The significance of Mahatma Mandir has also increased manifold with the transformation of the railway station near it. People use this hotel to hold small conferences and also visit Mahatma Mandir and Dandi Kutir. In a way, there is now an arrangement for public events throughout the year.

Gandhinagar Capital Railway Station is the first re-developed station which has a 318 room five star hotel in its airspace. It also provides an airport-like facility to passengers with a separate baby

feeding room. This station not just an example of the medium of train movement but also if there is optimum utilization of land use and a lot of economic activity at the railway stations. The horizontal expansion of railways is necessary for the railways to reach every nook and corner of the country. Along with this, vertical expansion is equally important for capacity and resource building, new technology and better services in railways. Excellent tracks, modern railway station and the experiment of a luxurious hotel atop the rail track in Gandhinagar Capital Railway Station mark the beginning of a meaningful change in the Indian Railways.

2.4 Salient Features of the Railway Station

- Entry and Exit through landscaped area and parking facility of 163 Cars, 40 Autos & 120 Two-Wheelers.
- Provided with 2 nos. of Escalators and 3 Nos. of Elevators
- Dedicated Exclusive Art Gallery with live LED Wall display lounge.
- Double Height Entrance Lobby with spacious Ticketing facility
- Inter-Faith Prayer Hall, Baby Feeding Room etc.
- Divyang friendly station with special ticket booking counter, ramps, lifts, dedicated parking space etc.
- State of the Art External Façade with changing daily theme-based Lighting.
- Centralized AC multipurpose waiting lounge of 40 seating capacity for use of public at large.
- All Platforms (3 existing) are well connected with 2nos. of Sub-way
- Waiting at platforms for total 480 nos. seating capacity

2.5 Distance from Gandhinagar Capital Railway Station

- Gujarat Sachivalaya (Secretariat) – 4.2 km (9 minutes)
- GIFT City – 14.2 km (22 km)
- Ahmedabad International Airport – 20 km (29 min)
- Akshardham Temple – 7.6 km (13 min)
- Dandi Kutir (Salt Mount Museum) – 1 km (4 min)
- Mahatma Mandir Convention & Exhibition Centre – 850 m (3 min)
- The Leela Gandhinagar – 2.4 km (2.4 km)
- Helipad Exhibition Ground (Sector 17) – 3.3 km (7 min)

3. About the Project of Commercial Utilization of Concourse area of Gandhinagar Railway Station

The Gandhinagar Capital Railway Station is a modern and convenient railway station for the passengers travelling by train to avail airport-like facilities during the transit. On the first floor of the Redeveloped Gandhinagar Capital Railway Station, an area of approximately 7,000 sq.m. space is available for commercial use. (The total floor Area Development is 7,000 sq.m. approximately and maximum length & width are 100 x 90 mts.). GARUD has been pursuing the project for some time now and some of the activities (but not limited to) suggested by various stakeholders are listed below:

1. Set up various retail outlets catering to the needs of travellers and visitors or create boutiques or specialty stores that offer unique and curated products like local handicrafts, souvenirs, luxury goods, or niche items to attract tourists and visitors.
2. Food and Beverage Establishments, Open restaurants, cafes, fast-food outlets, or food courts offering a variety of cuisines and refreshments to cater to the dining preferences of passengers and other visitors.
3. Large Stores (such as D-Mart/ Reliance Mart), recreational activities cum entertainment zone with gaming arcades, virtual reality experiences, to provide leisure options for visitors and passengers. Hotel Leela Ventures should also be consulted as it can be extension to their Hotel entertainment activities.
4. Create comfortable lounges or waiting areas for train passengers where travellers can relax, work.
5. Business Centres: Develop dedicated spaces for business services, such as meeting rooms, conference facilities, co-working spaces, or business lounges, targeting corporate travellers and business events.
6. Capsule Hotel for temporary stay or Sleeping “Pods”
7. Explore ideas/ other initiative which the Developer/ Builder/ Investor/ Facility Operators/ Facility Manager deems fit to be executed.

4. Scope of Work

GARUD now intends to engage/ select reputed developers, builders, investor or such facility operators mainly at airport to design, develop through its own fund, construct and operate (Commercially Utilize) and maintain the facility, at the Concourse Area. The selected bidder will be responsible for operation and maintenance of the commercial development.

4.1 Terms & Conditions

1. The Concourse Area of the Gandhinagar Capital Railway Station will be handed over to the Licensee on “AS IS WHERE AS BASIS”. GARUD will not spend any funds for any upgradation activities before handing over.

2. The selected Bidder/ Developer/ Builder/ Investor/ Facility Operator is required to Build Own Operate and Transfer the concourse area from its own funds.
3. The lease period will be 20 years, extendable by 5 years.
4. This facility is to be created within one year time.
 - The lease rent will be 50% during the first year i.e. development phase.
 - 3rd Year onwards the lease rent will be increased by 10% every year.
5. The lease amount/ rent/ fee shall be payable in 4 (four) equal quarterly Instalments before the end of the said quarter for e.g. royalty fee for the quarter of April to June is to be deposited before 30th June.
6. The Selected Bidder shall make payment of electricity, water, phone bills and all outstanding dues, till the handing over of the Concourse Area.
7. All statutory compliances like municipal tax, fire NOC, conservancy charges etc. shall be the responsibility of Selected Bidder w.e.f. the date of taking over the property.
8. Also, the property, property tax & insurance shall be borne by Selected Bidder. It is possible that in order to meet legal /statutory compliances GARUD may pay for theses compliances and then seek reimbursement from bidder. Bidder will have to reimburse within 30 days of intimation date.
9. The Operator will be responsible for all requisite approvals, license, and permissions etc. to operate the property. GARUD will provide in a timely manner all such administrative assistance, approvals, permissions and authorizations, which the Licensee may require or is obliged to seek from in connection with execution of the work and the performance of the bidder obligations.
10. In case of any dispute, the Jurisdiction shall be subject to the courts of Gandhinagar Jurisdiction.
11. Bidder shall submit, along with its Bid, an Earnest Money Deposit (EMD)/Bid Security amounting to Rs. 25,00,000/- (Rupees Twenty-five Lakh only) (hereinafter referred to as the "Bid Security" or "EMD"). The Bidders may provide an EMD in the form of Demand Draft only from any Nationalised / Scheduled Commercial Bank located in India drawn in favour of "Gandhinagar Railway & Urban Development Corporation Limited"
12. The Bid shall be summarily rejected if it is not accompanied by the EMD.
13. This document comprises of instruction to bidders. This RFP document may be downloaded online from website at <https://garud.nprocure.com>. A non-refundable Tender Fee of Rs. 15,000/- (Rupees Fifteen Thousand only) is payable in the form of Demand Draft only from any Nationalized / Scheduled Commercial Bank located in India drawn in favour of

'Gandhinagar Railway & Urban Development Corporation Limited' payable at Gandhinagar. Any bid/ proposal not accompanied by an acceptable Bid Security/EMD and Tender Fee shall not be opened. The bid shall be summarily rejected.

14. The Bidder shall be required to submit the Bid in hard cover as specified in this documents.
15. In the Qualification Phase, Bidders would be required to furnish the information specified in this RFP. Only those Bidders who are qualified in the qualification proposal phase shall be eligible for evaluation of their Financial Proposals in the Financial Proposal Phase.
16. During the bidding process, Bidders may personally visit to examine the Gandhinagar Capital Railway Station, Gandhinagar and its concourse area in greater detail, and to carry out, at their cost, such studies as may be required for development of the Project before submitting their respective Bid.
17. Any addendum, clarification issued by GARUD subsequent to this RFP Document, before the Bid Due Date, will be deemed to form part of the Bidding Documents.
18. Any queries or request for additional information concerning this RFP shall be submitted by the Bidder in writing or e-mail to the officer designated below:

Office of the Managing Director
Gandhinagar Railway & Urban Development Corporation Limited (GARUD)
Block No. 3, 3rd Floor,
Karamyogi Bhavan, Gandhinagar – 382010
Phone: 079-29916002
Email: garud.gandinagar@gmail.com

19. The envelopes/communications shall clearly bear the following identification/ title: "Queries/ Request for Additional Information: "RFP for Selection of Reputed Developer/ Builder/ Investor/ Facility Operators/ Facility Managers to Design, Develop through its own Funds, Construct and Operate (Commercially Utilize) and Maintain the Concourse Area of the Gandhinagar Capital Railway Station, Gandhinagar, Gujarat".
20. The Selected Bidder should take over the Concourse Area within 30 days' time from the date of receipt of Letter of Award(s), failing which the GARUD shall have the right to cancel the allotment order and forfeit Earnest Money Deposited.

5. Rejection of Bids, Appropriation of Bid Security and Disqualification

1. Notwithstanding anything in this Tender Document, GARUD reserves the right to reject any Bid and/or to annul the tender process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
2. GARUD reserves the right not to proceed with the tender process at any time, without notice or liability, and to reject any Bid without assigning any reasons.
3. Without prejudice to the generality of the foregoing, the Nominated Authority reserves the right to reject any Bid on any criteria specified in this Tender Document, including without limitation, the following:
 - a) Any misrepresentation made by the Bidder is uncovered.
 - b) Bids have not been submitted with all the information and details listed in this Tender Document.
 - c) The Bidder does not provide for supplemental information sought by the Nominated Authority within specified time for evaluation of the Bid.
 - d) Bid is non responsive.
 - e) Bids have been submitted without Bid Security or period of validity.
 - f) A Bidder withdraws the Bid during the period of validity.
 - g) Bids have otherwise not been submitted in accordance with this Tender Document.
 - h) If a Bidder engages in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice per Clause 8 of this Tender Document.
 - i) Any act or omission of the Bidder resulting in a violation or non-compliance with Applicable Laws, this Tender Document, the Agreement and any other documents referred to or issued pursuant to such Applicable Law, this Tender Document and/or the Agreement.
 - j) A Bidder who is a Qualified Bidder who has submitted the highest Initial Offer i.e. the Applicable Floor Price, fails to submit at least 1 (one) Final Offer on the electronic auction platform, resulting in an annulment of the auction process.
 - k) In the event a Bidder is declared as the Successful Bidder, and such Successful Bidder, within the specified time limits, fails to:
 - (i) Execute the Agreement;
 - (ii) Furnish Performance Security;
 - (iii) Pay the lease rent

- l) In the event a Successful Bidder is found to be ineligible due to violation or noncompliance with inter alia Clause of this Tender Document or does not fulfil the Eligibility Conditions, then the Agreement may be terminated.

The Authority shall be entitled to forfeit and appropriate the Bid Security as damages, inter-alia in any of the events specified in this Tender Document, without prejudice to its other rights or remedy available under this Tender Document, the Agreement or Applicable Law, without incurring any liability whatsoever. The Bidder, by submitting its Bid pursuant to this Tender Document, shall be deemed to have acknowledged and confirmed that the Nominated Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this Tender Document. No relaxation of any kind on Bid Security shall be given to any Bidder.

6. Description of Tender Process

GARUD has adopted a three stage Bidding Process (collectively referred to as the "Bidding Process") for selection of the Bidder for development of the Project.

1st Phase: Technical qualification on the basis of submission of document as per the RFP

Technical Bid in which the Bidders would be required to provide details regarding compliance with the Technical qualification criteria (only in hard copy to be submitted)

2nd Phase: Presentation by agency on concept for utilization of Concourse area

Once agency has submitted required documents as per the requirement of RFP, technically qualified agency will be called for the presentation on concept for utilization of Concourse area. The total marks for the presentation will be 100 marks. Agency should get atleast 60% marks for opening of financial bid. The marking will be done on below parameter:

Particulars	Max. Marks
Methodology/plan for executing the work	50
Relevant Experience for execution of similar projects	25
Turnover of agency	25

The above marks are just indicative numbers and the result will be only given as technically qualified or technically disqualified. The bid of technically qualified will be only opened.

3rd Phase: Opening Financial bid of above presentation qualified bidder

- a) It is hereby clarified that the Financial Bid will comprise of two rounds (i.e., online only). In the first round the Initial Offer of the Technically Qualified Bidders would be opened and ranked on the basis of descending order for determination of the Qualified Bidders as provided below:
- The bidder whose Price bid for yearly lease rental is highest in initial price offer (H1) would be considered as the floor price for the round of online electronic auction process ("Floor Price").

- b) The Qualified Bidders shall be eligible to participate in the electronic auction and submit their Final Offer.

7. Round of Electronic Auction (e-auction)

E-auction is the process of inviting binding Final Offer(s) from Qualified Bidders through internet for the purpose of determination of the Preferred Bidder. During this process, the Qualified Bidder will be able to submit its Final Offer as many times as it wishes against the Concourse Area. The Qualified Bidder will remain anonymous to other Qualified Bidders participating in the electronic auction process as well as to GARUD Authority. The Qualified Bidder will be able to see the prevailing highest Final Offer against the Concourse Area, but the name of the highest Qualified Bidder at any point of time will not be displayed. The Qualified Bidder shall have to put its Final Offer over and above the displayed highest bid. A Qualified Bidder will be able to put its Final Offer after the start of bid time and till the close time of electronic auction.

Final Offer:

The “Applicable Floor Price” for electronic auction shall be the highest Initial Offer received from the Qualified Bidders. The Qualified Bidders shall be permitted to place their Final Offer on the electronic auction platform, which is higher than the Applicable Floor Price. The Final Offer shall be accepted in multiple of 0.5% of revenue share till the Final Offer reaches 10% and thereafter in multiple of 0.25% of revenue share.

The Qualified Bidder that submits the highest Final Offer during the electronic auction process shall be declared as the “Preferred Bidder”.

In the event that the Qualified Bidder that submitted the highest Initial Offer i.e. the “Applicable Floor Price”, becomes ineligible to participate in the electronic auction, the next highest Initial Offer shall become the Applicable Floor Price.

In case the auction process is annulled due to non-submission of at least one Final Offer on the electronic auction platform, the Bid Security of the Qualified Bidder(s) who has submitted the highest Initial Offer i.e. the Applicable Floor Price, shall be forfeited.

8. EVALUATION OF TECHNICAL BID

a. Evaluation of Technical Bid Technical Bids shall be evaluated in the manner provided in this Tender Document.

FINANCIAL PROPOSAL PHASE

Opening and Evaluation of Financial Proposals

- i. The Financial Proposal shall be submitted in the electronic formats on the website <https://garud.nprocure.com> only.
- ii. The Financial Proposal received in any other formats will not be accepted and the Bids will be disqualified.
- iii. The bidder needs to quote for the price in INR.

- iv. The Price quoted by the Bidder shall be inclusive of GST and all other taxes, duties, levies, cess etc. including the Cost of consumables, transport and all direct and indirect costs or associated costs including materials, labor, supervision of works, tools, plants and equipment used (during any construction), consumables such as but not limited to petrol, oil, diesel, lubricants, drill bits, pipes, ropes, etc. setting out, transport charges and all other taxes, duties, cess, royalties, octroi, any local taxes or levies payable on all transactions for due performance of work in the Project including repairs, profits, overheads, etc. and expenses associated with the Project.
- v. The Financial Proposal of only qualified bidders shall be opened on a date to be notified to those bidders.
- vi. On the notified date, time and place, the designated officer of the GARUD will open the Financial Proposal. The qualified bidders or their authorized representatives, if they wish, may remain present at the time of Financial Proposal opening or they will have to log in with his user ID and password and click on “Mark my attendance button”.
- vii. The Financial Proposal will be opened online irrespective of the presence of the Bidder.

B. Stage 2: electronic auction – Final Offer Evaluation of Financial Proposal

- i. Financial Proposal evaluation will be carried out based on the Price quoted by the bidder.
- ii. The rate indicated in the financial proposal shall be deemed as final.
- iii. The price bids of all Technically Qualified Bidders shall be open and considered to be qualified for participating in the round of online electronic auction (the “Qualified Bidders”). Intimation shall be restricted only to the Qualified Bidders.
- iv. The bidder whose Price bid for yearly lease rental is highest in initial price offer (H1) would be considered as the floor price for the round of online electronic auction process (“Floor Price”).

Technical qualification criteria of the Bidder

Technical Capacity: Bidder's capacity shall be measured in terms of the following parameters. The Bidder must satisfy all the following minimum Qualification criteria for experience:-

A) Technical Capacity of Bidders: The Bidder is required to furnish the following details of the completed project of similar nature in commercial/residential/ institutional/mixed use building, during last 3 years before the bid due date:

- i. Experience of creating similar, at least one such facility for own purpose, PPP or for any reputed client.
- ii. At least 1 project in last 3 years with project cost of minimum Rs. 25 crore

B) Financial Capacity: The Bidder shall have the financial capacity as under:

- i. Average Annual Financial turnover, of construction and development of the buildings, during the last 3 consecutive preceding financial years should be at least Rs. 60 Crores; (F.Y.2020-21, F.Y.2021-22, F.Y.2022-23)
- ii. The bidder is required to submit the CA certificate with turnover and net worth with Chartered accountant UDIN
- iii. Net worth should be positive as on end of financial year preceding Bid Due Date as per the audited financial statements (Please submit copy of audited financial statements)

PRE-BID CONFERENCE

- i. A Pre-Bid conference of the prospective bidders shall be convened at the designated date, time and place.
- ii. During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of GARUD. GARUD shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

Number of Bids and costs thereof

No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be. Such Bid shall not be considered for pre-qualification and if discovered later GARUD shall remove such pre-qualified Bidder. The Bidder shall be responsible for all of the costs associated with the preparation of their Bid and their participation in bidding process. GARUD will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

Site visit and verification of information

Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, market, connectivity, location, surroundings, climate, weather data, applicable laws and regulations, and any other matter considered relevant by them.

Acknowledgement by Bidder

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

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from GARUD
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of GARUD relating to any of the matters referred to in Clause 2.5 above; and
- d) Agreed to be bound by the undertakings provided by it under and in terms hereof.
- e) satisfied itself about all matters, things and information including matters referred to in Clause 2.5 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under; and
- f) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from GIFTCL, or a ground for termination of the Agreement by the Selected Bidder.

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

Right to accept or reject any or all Bids

1. Notwithstanding anything contained in this RFP, GARUD reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that GARUD rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
2. GARUD reserves the right to reject any Bid if:
 - a. at any time, a material misrepresentation is made or uncovered, or
 - b. the Bidder does not provide, within the time specified by GARUD, the supplemental information sought by GIFTCL for evaluation of the Bid, if the Bidder is a Consortium, then the entire Consortium shall be disqualified/ rejected. If such disqualification/rejection occurs after the Bids have been opened and the Selected bidder gets disqualified / rejected, then GARUD reserves the right to:
 - i. declare the next ranking bidder (L2 Bidder) as the Selected bidder; or
 - ii. take any such measure as may be deemed fit in the sole discretion of GARUD, including annulment of the Bidding Process.
3. In case it is found during the evaluation or after execution of Agreement to Lease cum Development Agreement and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Developer either by issuance of the LOA or executing the /Agreement to Lease, and if the Bidder/ SPV has already been issued the LOA or executed the Agreement to Lease, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by GARUD to the Bidder, without GARUD being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which GARUD may have under this RFP, the Bidding Documents, the Agreement to Lease or under applicable law.
4. GARUD reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure or omission of GARUD to undertake such shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of GIFTCL there under.
5. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
6. The documents including this RFP and all attached documents, provided by GARUD are and shall remain or become the properties of GARUD and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and GARUD will not return to the Bidders any Bid, document or any information provided along therewith.